

A C O M P L E A T
Body of Conveyancing,
I N
T H E O R Y
A N D
P R A C T I C E.

In T W O P A R T S.

PART I. Contains the *Theory*; wherein the various Ways and Methods of Acquiring, Forfeiting, Conveying, Limiting and Settling all Kinds of Estates, as well Real as Personal; and also the Nature, different Forms, Parts, Operations and Effects of all Kinds of Deeds and Common Assurances, Fines and Recoveries, are fully treated of.

PART II. (In Two VOLUMES) Contains the *Practice*: Or, PRECEDENTS of Feoffments, Grants, Bargains and Sale, Leases, Releases, Declarations and Limitations of Uses and Trusts, Marriage Settlements, and Private Acts of Parliament, (made for Settling the most considerable Estates in *Great Britain* and *Ireland*;) Mortgages, Leases, Assignments, Deeds of Charter-party and Copartnership, Bills, Bonds, Releases, Letters of Attorney, &c. Deeds for securing Annuities, &c. and of *Bank*, *East-India*, *South-Sea* Stocks, and other Public Funds; and in General all Deeds and Instruments any Ways requisite in Mercantile, Maritime and Plantation Affairs. With *Observations* and *Opinions* of the most EMINENT CONVEYANCERS. Selected from many Thousand Manuscript Precedents.

The Whole digested in a Method intirely new, avoiding all Repetitions, and containing a greater Variety of Useful PRECEDENTS than all other Books upon the same Subject now extant.

BY EDWARD WOOD, Gent. deceased.

The *Second Edition*, greatly improved in the THEORY by the Addition of References to the latest Books of Authority; and in the PRACTICAL PART, by the Favour of a large Number of Original Manuscript Precedents.

By ABLE HANDS.

PART II.

L O N D O N:

Printed by H. WOODFALL and W. STRAHAN, Law-Printers to the King's Most Excellent Majesty; For J. WORRALL, in *Bell-yard*; A. SHUCKBURGH, at the *Sun* in *Fleet-street*; the Executors of D. BROWNE; P. URIEL, *Inner Temple-lane*, all near *Temple-Bar*; T. OSBORNE, *Grays-Inn*; W. STRAHAN, *New-street*; R. BALDWIN, J. BEECROFT, T. LONGMAN, and S. CROWDER, *Pater-noster Row*; J. RIVINGTON, W. BRISTOW, *St. Paul's Church-yard*; T. CASLON, near *Stationers-hall*; W. JOHNSTON, *Ludgate-street*; C. WARE and Co. *Ludgate-hill*; T. LOWNDS, *Fleet-street*; W. FLEXNEY, near *Grays-Inn*, *Holborn*; and R. WITHEY, in *Cornhill*. MDCCCLXII.



C O N T E N T S

O F T H E

H E A D S and T I T L E S.

Note, N^o. I. stands for Vol. I. and N^o. II. for Vol. II. in this PRACTICAL PART.

Acknowledgment, I. p. 1. II. p. 436.
 Acts, I. p. 2.
 Administration, I. p. 216. II. p. 608.
 Advowson, I. p. 680. II. *See* Consent, Covenant and Grant.
 Affidavits, I. p. 105.
 African Company, II. p. 427.
 Agents, I. p. 222. II. p. 131.
 Agreements, I. p. 112.
 Annuities, II. p. 151.
 Appointments, I. p. 354. II. Appointments. *See* Covenants.
 Apprentices, I. p. 234.
 Articles. *See* Agreements.
 Assignments, I. p. 363. II. p. 96.
 Attornment, I. p. 663.
 Awards, I. p. 666. II. *See* Release.

 Bail, I. p. 591. II. p. 124.
 Bail Bonds, I. p. 417.
 Bankrupts, I. p. 288. II. p. 122.
 Bank Stock, II. p. 426.
 Bargain and Sale, I. p. 671. II. p. 429.
 Baron and Feme, I. p. 122.
 Bastards, I. p. 775. II. p. 626.
 Bills of Exchange, I. p. 724.
 Bills of Sale, I. p. 401. II. p. 111.
 Bonds, I. p. 701. II. p. 134.
 Bonds and Judgments. *See* Assignments.
 Book-keepers, I. p. 225.
 Bottomry Bonds, I. p. 417.
 Brewers, I. p. 175. II. p. 225.
 PART II.

Bridges, I. p. 425.
 Building, I. p. 250.
 Building. *See* Leases.

 Captives, I. p. 731.
 Cargoes of Ships, I. p. 433.
 Certificates, &c. II. p. 1.
 Charter-party, I. p. 280. II. p. 2.
 Clerks, I. p. 226.
 Codicil. *See* Wills.
 Collateral Securities, I. p. 173. II. p. 99.
 Collateral Securities. *See* Appointments.
 Colliery, I. p. 764.
 Composition, II. p. 25.
 Confirmation, II. p. 27.
 Consent, II. p. 39.
 Consideration, II. p. 40.
 Copartnership, II. p. 42.
 Copyhold, II. p. 21.
 Covenant, II. p. 96.
 Composition. *See* Creditors.

 Debentures, I. p. 435.
 Declaration, II. p. 177.
 Decree, I. p. 534.
 Deeds, I. p. 734.
 Defeasance, II. p. 201.
 Demise, II. p. 214.
 Deputation, II. p. 218.
 Disclaimer, II. p. 230.
 Distress, I. p. 692. II. p. 233.
 Distribution, II. p. 231.
 a Do-

A TABLE to the HEADS and TITLES.

Donor, II. p. 300.	Letters of Licence, II. p. 449.
Dower, I. p. 488.	Library, I. p. 602.
E. India Bonds, I. p. 412.	Licence, II. p. 457.
E. India Company, I. p. 767. II. p. 125.	Life, I. p. 751. II. p. 581.
Enfranchisement, II. p. 99.	Lights, I. p. 603.
Eviction, II. p. 112.	Limitations, II. p. 451.
Exceptions, II. p. 238.	Livery, II. p. 468.
Exchange, I. p. 88. II. p. 243.	London, II. p. 832.
Exchequer Annuities, I. p. 377.	Lottery Tickets, I. p. 603.
Exchequer Orders, I. p. 510.	Lunatics, I. p. 209. II. p. 769.
Execution, I. p. 518.	Manor. <i>See</i> Deputation.
Executors, I. p. 212.	Mariners, I. p. 730.
Extent. <i>See</i> Execution.	Marriages, I. p. 783. II. p. 113.
Factors, I. p. 222.	Maryland, II. p. 437.
Fee, II. p. 246.	Merchants. <i>See</i> Book-keepers.
Feoffment, II. p. 247.	Memorandum, II. p. 309.
Fines, II. p. 106.	Memorials, II. p. 469.
Freight, I. p. 278. II. p. 125.	Money, II. p. 156.
Game-keeper, II. p. 815.	Mortgages, I. p. 120. II. p. 137.
Gaming, I. p. 284.	Names. <i>See</i> Surnames.
Gaoler, I. p. 768.	Navy Bills, I. p. 403.
Gifts, II. p. 299.	New River Company, I. p. 769.
Glass-maker, I. p. 232.	Notes, I. p. 633.
Grants, II. p. 98.	Orphan's Stock, I. p. 635.
Husband and Wife. <i>See</i> Marriages.	Papists, I. p. 109.
Jamaica, II. p. 431.	Parcels and Things, II. p. 532.
Incumbrances, II. p. 96.	Partition, I. p. 92. II. p. 443.
Indemnity. <i>See</i> Covenants.	Passengers, I. p. 284.
Indorsement, II. p. 302.	Patents, I. p. 636.
Infants, I. p. 123. II. p. 37.	Peaceable Enjoyment, I. p. 732. II. p. 100.
Inns of Court, I. p. 434.	Pensions, I. p. 637.
Inrolment, II. p. 304.	Petition, II. p. 554.
Insurance, I. p. 736. II. p. 142.	Pews, I. p. 638.
Jointenants. <i>See</i> Partition.	Pilots, I. p. 245.
Jointure, I. p. 317. II. p. 305.	Pin-Money, II. p. 289.
Judgments. <i>See</i> Assignments and Defeasance.	Plantation, I. p. 696. II. p. 430.
Landlord. <i>See</i> Covenants.	Poor, I. p. 774.
Lease, I. p. 151. II. p. 112.	Portion, I. p. 344.
Lease and Release, II. p. 366.	Possession, I. p. 747. II. p. 435.
Legacies, I. p. 594. II. p. 97.	Power, II. p. 516.
Letters of Attorney, II. p. 423.	Præcipe, II. p. 253.
	Presentation, I. p. 647. II. p. 291.

A TABLE to the HEADS and TITLES.

- | | |
|---|---|
| <p>Private Acts, I. p. 2.</p> <p>Prizes, I. p. 648.</p> <p>Protection, II. p. 556.</p> <p>Proviso, II. p. 556.</p> <p>Purchaser, I. p. 111. II. p. 138.</p>
<p>Receipts, II. p. 571.</p> <p>Receiver General, I. p. 362.</p> <p>Recitals, II. p. 573.</p> <p>Reconveyance, II. p. 579.</p> <p>Recognizances, I. p. 654.</p> <p>Recovery, II. p. 585.</p> <p>Recovery. <i>See</i> Bargain and Sale.</p> <p>Rectory. <i>See</i> Advowson.</p> <p>Release, II. p. 97.</p> <p>Rent-Charge, I. p. 686.</p> <p>Renunciation, II. p. 628.</p> <p>Repairs, I. p. 268.</p> <p>Repairs. <i>See</i> Covenants and Leases.</p> <p>Resignation, II. p. 631.</p> <p>Reversion, II. p. 403.</p> <p>Revocation, II. p. 631.</p> <p>Rivers, I. p. 274.</p> <p>Sailors, I. p. 245.</p> <p>Sale, I. p. 117.</p> <p>Schedule. <i>See</i> Covenants and Letter of Attorney.</p>
<p>Separation, II. p. 642.</p> <p>Servants, I. p. 231.</p> <p>Settlements, II. p. 655.</p> <p>Sheriff, I. p. 767. II. p. 127.</p> <p>Ships. <i>See</i> Agreements, &c.</p> | <p>S. Sea Annuities, I. p. 396.</p> <p>S Sea Company, II. 426.</p> <p>Steward, II. p. 610.</p> <p>Stocks, I. p. 1. II. p. 139.</p> <p>Summifion, II. p. 794.</p> <p>Suits, I. p. 285.</p> <p>Surnames, I. p. 102. II. p. 570.</p> <p>Surrender, II. p. 148.</p>
<p>Tallies, I. p. 511.</p> <p>Tenants. <i>See</i> Landlords.</p> <p>Terms and Trusts, II. p. 137.</p> <p>Tithes, II. p. 347.</p> <p>Tolls. <i>See</i> Bridges.</p> <p>Trades, I. p. 276.</p> <p>Trusts, I. p. 1.</p> <p>Trustees, II. p. 334.</p>
<p>Valuations, II. p. 812.</p> <p>Vendors, II. p. 98.</p> <p>Victualling Bills, I. p. 403.</p>
<p>Undertaker, I. p. 232.</p> <p>Uses and Trusts, II. p. 177, 808.</p>
<p>Wagers, I. p. 284.</p> <p>Wages, I. p. 662. II. p. 127.</p> <p>Warrant of Attorney, II. p. 812.</p> <p>Warranty, II. p. 817.</p> <p>Water, I. p. 307.</p> <p>Whale Fishery, II. p. 66.</p> <p>Wills, I. p. 96. II. p. 817.</p> <p>Wrecks, I. p. 274.</p> <p>Writings, I. p. 1. II. p. 109.</p> |
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A TABLE, shewing the Beginning of every King's Reign, from WILLIAM the Conqueror to his present Majesty King GEORGE the Third: Together with the Year of CHRIST answering to the Year in each King's Reign, accounting the Year to begin March 25.

WILL. I.	STEPHEN.	JOHN.	EDW. I.	EDW. III.	HEN. VI.	HEN. VII.	ELIZ.	CHA. I.	ANNE.							
began his	2 Dec.	—06	7	—81	9	—56	30	—25	3	—95	10	—63	5	—37	12	8 March,
Reign, 14	1135.	—07	8	—82	10	—57	31	—26	4	—96	11	—64	6	—38	13	1701.
Oct. 1066.	1136	—08	9	—83	11	—58	32	—27	5	—97	12	—65	7	—39	14	1702
		—09	10	—84	12	—59	33	—28	6	—98	13	—66	8	—40	15	—03
A. D.		—10	11	—85	13	—60	34	—29	7	—99	14	—67	9	—41	16	—04
1067	1	—11	12	—86	14	—61	35	—30	8	1500	15	—68	10	—42	17	—05
—68	2	—12	13	—87	15	—62	36	—31	9	—01	16	—69	11	—43	18	—06
—69	3	—13	14	—88	16	—63	37	—32	10	—02	17	—70	12	—44	19	—07
—70	4	—14	15	—89	17	—64	38	—33	11	—03	18	—71	13	—45	20	—08
—71	5	—15	16	—90	18	—65	39	—34	12	—04	19	—72	14	—46	21	—09
—72	6	—16	17	—91	19	—66	40	—35	13	—05	20	—73	15	—47	22	—10
—73	7	—17	18	—92	20	—67	41	—36	14	—06	21	—74	16	—48	23	—11
—74	8	—18	19	—93	21	—68	42	—37	15	—07	22	—75	17	—49	24	—12
—75	9	—19	20	—94	22	—69	43	—38	16	—08	23	—76	18	—50	25	—13
—76	10	—20	21	—95	23	—70	44	—39	17	—09		—77	19	—51	26	—14
—77	11	—21	22	—96	24	—71	45	—40	18	H. VIII.		—78	20	—52	27	Geo. I.
—78	12	—22	23	—97	25	—72	46	—41	19	22 April,		—79	21	—53	28	1 August,
—79	13	—23	24	—98	26	—73	47	—42	20	1509.		—80	22	—54	29	1714.
—80	14	—24	25	—99	27	—74	48	—43	21	1510	1	—81	23	—55	30	1715
—81	15	—25	26	1300	28	—75	49	—44	22	—11	2	—82	24	—56	31	—16
—82	16	—26	27	—01	29	—76	50	—45	23	—12	3	—83	25	—57	32	—17
—83	17	—27	28	—02	30	—77		—46	24	—13	4	—84	26	—58	33	—18
—84	18	—28	29	—03	31	RICH. II.		—47	25	—14	5	—85	27	—59	34	—19
—85	19	—29	30	—04	32	21 June,		—48	26	—15	6	—86	28	—60	35	—20
—86	20	—30	31	—05	33	1377.		—49	27	—16	7	—87	29	—61	36	—21
—87		—31	32	—06	34	1378	1	—50	28	—17	8	—88	30	—62	37	—22
WILL. II.		—32	33	—07		—79	2	—51	29	—18	9	—89	31	—63	38	—23
9 Sept.		—33	34	—08	EDW. II.	—80	3	—52	30	—19	10	—90	32	—64	39	—24
1087.		—34	35	—09	7 July,	—81	4	—53	31	—20	11	—91	33	—65	40	—25
1088	1	—35	36	—10	1307.	—82	5	—54	32	—21	12	—92	34	—66	41	—26
—89	2	—36	37	—11	1308	—83	6	—55	33	—22	13	—93	35	—67	42	—27
—90	3	—37	38	—12	—09	2	—84	7	—56	34	—23	—94	36	—68	43	Geo. II.
—91	4	—38	39	—13	—10	3	—85	8	—57	35	—24	—95	37	—69	44	11 June,
—92	5	—39	40	—14	—11	4	—86	9	—58	36	—25	—96	38	—70	45	1727.
—93	6	—40	41	—15	—12	5	—87	10	—59	37	—26	—97	39	—71	46	1728
—94	7	—41	42	—16	—13	6	—88	11	—60	38	—27	—98	40	—72	47	—29
—95	8	—42	43	—17	—14	7	—89	12	EDW. IV.	—28	19	—99	41	—73	48	—30
—96	9	—43	44	—18	—15	8	—90	13	4 March,	—29	20	1600	42	—74	49	—31
—97	10	—44	45	—19	—16	9	—91	14	1460.	—30	21	—01	43	—75	50	—32
—98	11	—45	46	—20	—17	10	—92	15	1461	—31	22	—02	44	—76	51	—33
—99	12	—46	47	—21	—18	11	—93	16	—62	2	—32	23	JAMES I.	—77	52	—34
1100		—47	48	—22	—19	12	—94	17	—63	3	—33	24	24 March,	—78	53	—35
HEN. I.		—48	49	—23	—20	13	—95	18	—64	4	—34	25	1602.	—79	54	—36
1 Aug.		—49	50	—24	—21	14	—96	19	—65	5	—35	26	1603	—80	55	—37
1100.		—50	51	—25	—22	15	—97	20	—66	6	—36	27	—04	—81	56	—38
1101	1	—51	52	—26	—23	16	—98	21	—67	7	—37	28	—05	—82	57	—39
—02	2	—52	53	—27	—24	17	—99	22	—68	8	—38	29	—06	—83	58	—40
—03	3	—53	54	—28	—25	18	HEN. IV.	—69	9	—39	30	—07	5	—84	59	—41
—04	4	—54	55	—29	—26	19	29 Sept.	—70	10	—40	31	—08	6	—85	60	—42
—05	5	—55	56	—30	—27	20	1399.	—71	11	—41	32	—09	7	—86	61	—43
—06	6	—56	57	—31	—28	21	EDW. III.	—72	12	—42	33	—10	8	—87	62	—44
—07	7	—57	58	—32	—29	22	25 Jan.	—73	13	—43	34	—11	9	—88	63	—45
—08	8	—58	59	—33	—30	23	1326.	—74	14	—44	35	—12	10	—89	64	—46
—09	9	—59	60	—34	—31	24	—01	2	—75	15	—45	36	—13	—90	65	—47
—10	10	—60	61	—35	—32	25	—02	3	—76	16	—46	37	—14	—91	66	—48
—11	11	—61	62	—36	—33	26	—03	4	—77	17	—47	38	—15	—92	67	—49
—12	12	—62	63	—37	—34	27	—04	5	—78	18	—48	39	—16	—93	68	—50
—13	13	—63	64	—38	—35	28	—05	6	—79	19	—49	40	—17	—94	69	—51
—14	14	—64	65	—39	—36	29	—06	7	—80	20	—50	41	—18	—95	70	—52
—15	15	—65	66	—40	—37	30	—07	8	—81	21	—51	42	—19	—96	71	—53
—16	16	—66	67	—41	—38	31	—08	9	—82	22	—52	43	—20	—97	72	—54
—17	17	—67	68	—42	—39	32	—09	10	—83		—53	44	—21	—98	73	—55
—18	18	—68	69	—43	—40	33	—10	11	—84		—54	45	—22	—99	74	—56
—19	19	—69	70	—44	—41	34	—11	12	—85		—55	46	—23	—00	75	—57
—20	20	—70	71	—45	—42	35	—12	13	—86		—56	47	—24	—01	76	—58
—21	21	—71	72	—46	—43	36	—13	14	—87		—57	48	—25	—02	77	—59
—22	22	—72	73	—47	—44	37	—14	15	—88		—58	49	—26	—03	78	—60
—23	23	—73	74	—48	—45	38	—15	16	—89		—59	50	—27	—04	79	—61
—24	24	—74	75	—49	—46	39	—16	17	—90		—60	51	—28	—05	80	—62
—25	25	—75	76	—50	—47	40	—17	18	—91		—61	52	—29	—06	81	—63
—26	26	—76	77	—51	—48	41	—18	19	—92		—62	53	—30	—07	82	—64
—27	27	—77	78	—52	—49	42	—19	20	—93		—63	54	—31	—08	83	—65
—28	28	—78	79	—53	—50	43	—20	21	—94		—64	55	—32	—09	84	—66
—29	29	—79	80	—54	—51	44	—21	22	—95		—65	56	—33	—10	85	—67
—30	30	—80	81	—55	—52	45	—22	23	—96		—66	57	—34	—11	86	—68
—31	31	—81	82	—56	—53	46	—23	24	—97		—67	58	—35	—12	87	—69
—32	32	—82	83	—57	—54	47	—24	25	—98		—68	59	—36	—13	88	—70
—33	33	—83	84	—58	—55	48	—25	26	—99		—69	60	—37	—14	89	—71
—34	34	—84	85	—59	—56	49	—26	27	—00		—70	61	—38	—15	90	—72
—35	35	—85	86	—60	—57	50	—27	28	—01		—71	62	—39	—16	91	—73
		—86	87	—61	—58	51	—28	29	—02		—72	63	—40	—17	92	—74
		—87	88	—62	—59	52	—2									

PART II.

The Practice of Conveyancing.

Acknowledgments.

By Trustees that Stocks are transferred to and accepted by them upon Trusts.

By Indorsement.

WE the within named T. H. and H. B. do hereby acknowledge that the 500 l. Bank-Stock within mentioned, hath been transferred to and accepted by us, upon the Trusts within mentioned.

Witness J. B.
H. W.

T. H.
H. B.

Of Writings received.

I hereby acknowledge to have had and received this — Day of — of A. B. two several Indentures, one of Lease and the other of Release, Dated — and both made between — purporting a Mortgage from the said — to the said — of Lands in — for securing — and Interest, and also a Bond for the Performance of the Covenants contained in the said Mortgage. I say received, in order to recover the Monies due thereon,

By me C. D.

Another.

I do acknowledge that the several Writings mentioned on the other Side of this Paper, are left and deposited in my Hands, by and in Trust for A. B. and M. C., to be kept as I keep my own Goods and Writings, and to be produced for the Use of either of the said Parties, as their respective Occasions shall require. Witness my Hand the — Day of — in the Year of our Lord, &c.

Another.

J. A. &c. do acknowledge to have received on the Day of the Date hereof, of and from J. B. &c. the several Securities to me as Executrix aforesaid, for Monies paid by him by my Order and Consent to the several Persons following, to wit, A Bond from C. for — l. principal Money, Dated, &c. a Security by Assignment of a Naval Bill, &c.

Acquittances. Vide Receipts and Releases.

The Forms of such private Acts of Parliament as relate to Conveyancing.

First, Concerning, Selling Estates, Cutting and Selling Timber, &c. for the Payment of Debts, Legacies and Portions, and for the Purchasing other Estates more convenient than those sold in Lieu thereof, &c. and for buying in Premises and Incumbrances.

An Act for the Sale of Part of the Estate of E. H. Esq; deceased, in O. and R. in the County of N. for the Discharging several Incumbrances thereupon, and the Performance of the last Will of the said E. H. and for the settling of other Lands and Tenements in R. aforesaid, in Lieu thereof to the same Uses.

Recital of a Conveyance of Lands to the Use of E. H. his Heirs and Assigns for ever.

Of other Lands to the Use of himself for Life; Remainder to Trustees to preserve contingent Remainders; Remainder to his Wife for her Jointure; and after such Limitations to J. H. for Life, &c. Remainder to his first, &c. Sons in Tail Male; Remainder to Trustees to raise Daughters Portions; Remainders, &c.

Proviso in the said Conveyance.

E. H.'s Will.

Whereas by an Indenture *Quinquepartite*, bearing Date, &c. which was, &c. made or mentioned to be made between E. H. of R. in the County of N. Esq; (since deceased) of the first Part, J. H. Gent. (since also deceased) who was then Son and Heir apparent of the said E. H. of the second Part, T. W. of O. in the said County of N. Clerk, and R. W. of A. in the said County of N. Clerk, of the third Part, J. C. of T. in the same County of N. Clerk, of the fourth Part, F. A. of S. in the said County of N. Esq; T. M. of G. in the said County of N. Gent. Sir A. J. of W. in the said County of N. Bart. and R. K. of B. in the said County of N. Gent. of the fifth Part, and by one or more Fine or Fines, Recovery or Recoveries that were levied, had, suffered and made in Pursuance thereof, and for the Consideration in the said Indenture mentioned, among other Lands and Tenements, *All* that Messuage, &c. were granted and conveyed to the Use of the said E. H. his Heirs and Assigns for ever: **And whereas also** (among other Lands and Tenements) *All* that Messuage, &c. were by the said Indenture also granted and conveyed to the Use of the said E. H. for his Life; Remainder to the said F. A. and T. M. and their Heirs during the Life of the said E. H. to preserve contingent Remainders; Remainder to S. H. Wife of the said E. H. for her Jointure: **And whereas** (among other Lands and Tenements) *All* those Closes, &c. were thereby also granted and conveyed to the said E. H. for his Life; Remainder to the said F. A. and T. M. and their Heirs during the Life of the said E. H. to preserve contingent Remainders; and the Reversion and Remainder of all and singular the said Lands, Tenements, Hereditaments and Premises limited to the Use of the said E. H. for his Life, and from and after the End and Determination of the several Estates thereof limited; were thereby limited and settled to the Use of the said J. H. for his Life; Remainder to the said F. A. and T. M. and their Heirs during the Life of the said J. H. to support the contingent Remainders; Remainder to the first and every other Son of the said J. H. in Tail Male successively; Remainder to the said Sir A. J. and R. K. for 500 Years, in Trust to raise Portions for the Daughters of the said J. H. Remainder to E. N. R. H. and T. Sons of the said E. H. one after another for their respective Lives, with Remainders to the said F. A. and T. M. during the respective Lives of the said E. N. R. H. and T. to preserve contingent Remainders, with Remainders to the first and other Sons successively in Tail Male; Remainder to S. H. A. H. B. H. D. H. J. H. M. H. and S. H. Daughters of the said E. H. the Father, as Tenants in Common, and the Heirs of their Bodies; Remainder to all the Daughters of the said J. H. E. H. the Son, N. R. H. and T. H. in Tail successively one after another; Remainder to N. H. Brother of the said E. H. the Father, for his Life; Remainder to the said F. A. and T. M. and their Heirs during his Life, to preserve the contingent Remainders; Remainder to his first and every other Son in Tail Male successively; Remainder to J. H. another Brother of the said E. H. the Father, for his Life; Remainder to the same Trustees during his Life, and after his Death to his first and every other Son in Tail Male successively; Remainder to the said E. H. the Father and his Heirs: **And whereas** by a certain Proviso contained in the said Indenture, it is declared and agreed by and between all the Parties thereunto, that if the said J. H. should not have any Issue Female of his Body lawfully begotten, then the Estate and Term of 500 Years thereby limited unto the said Sir A. J. and R. K. as is aforesaid, should cease, as by the said Indenture, Fine or Fines, Recovery or Recoveries, may appear: **And whereas** the said E. H. the Father, duly made and executed his Last Will and Testament in Writing, bearing Date, &c. and did thereby devise unto his said Wife S. H. and unto J. B. of T. in the said County of N. Clerk, R. W. of A. in the said County of N. Clerk, and T. W. of O. in the said County of N. Clerk, and their Heirs, among other Lands and Tenements, the several Lands and Tenements herein before particularly

particularly described and mentioned to have been limited to the Use of the said *E. H.* the Father and his Heirs, in Trust for the Payment of his Debts and Legacies in manner therein mentioned; and did thereby give and bequeath among other Legacies to his said Daughters *S. A.* and *B. H.* 500*l.* a-piece, to be paid as soon after his Decease as the Money could conveniently be raised; and to his Daughters *J. M.* and *S. H.* 500*l.* a-piece, to be paid at their respective Ages of One and twenty Years, or Days of Marriage with the Consent of his Wife, which should first happen; and the Interest and Product of all their said Portions in the mean Time to be applied to their Maintenance and Education at the Discretion of his said Wife, and constituted his Wife sole Executrix of his said Will, as by the said Will may appear: **And** *E. H.* the Father afterwards, (*viz.*) on or about the, &c. departed this Life, and at the Time of his Death was indebted unto several Persons in several Sums of Money, amounting in the Whole to the Sum of 5197*l.* 19*s.* 2*d.* or thereabouts, Part of which (*viz.*) 1200*l.* Principal Money, and the Interest thereof, was secured to the several Persons to whom the same was due by several Mortgages of several Parts of the Lands and Tenements settled in Tail as aforesaid, and the Residue thereof was either due by Mortgage of other Parts of the Lands and Tenements in and by the said Indenture *Quinquartite*, limited to the said *E. H.* the Father and his Heirs in Fee-simple, and in and by his said last Will devised to be sold as aforesaid, or by Bond, simple Contract or otherwise: **And** whereas Part of the said Lands and Tenements devised to the said *S. H.* *J. B.* *R. W.* and *T. W.* as aforesaid, have by them or some of them been sold pursuant to the Will of the said *E. H.* the Father: **And** whereas the said *R. W.* and *T. W.* are dead, but the said *S. H.* the Mother, and *J. B.* are yet living: **And** whereas all the Personal Estate of the said *E. H.* the Father, which by the Will of the said *E. H.* the Father was subjected to the Payment of his Debts and Legacies, and the Money arising by such Sale, and the Rents, Issues and Profits of the said Lands and Tenements sold, until such Sale, and of the Lands and Tenements devised to be sold as aforesaid and not remaining unsold, have hitherto been justly applied for and towards Satisfaction of the Debts and Legacies of the said *E. H.* the Father, so that the Debts of the said *E. H.* the Father, including the Debt of 1200*l.* principal Money, with which the said intailed Estate stands charged as aforesaid, do now amount only to the Sum of 4233*l.* 3*s.* 2*d.* or thereabouts, in which Sum is also included all Interest for the said Debts, and all and every such Sum and Sums of Money as have been taken up, borrowed and applied by the said *S. H.* the Mother, since the Decease of the said *E. H.* the Father, for the Discharge of any of the Debts or Legacies of the said *E. H.* the Father, or which she hath expended, or now stands engaged to pay by Reason thereof; it being intended that all such Sums of Money as by the said *S. H.* the Mother since the Decease of the said *E. H.* the Father have been taken up, or borrowed and applied in Discharge of any of the Debts or Legacies of the said *E. H.* the Father, or which she hath expended, or for which she now stands engaged as aforesaid, shall be esteemed and discharged as the Debts of the said *E. H.* the Father: **And** whereas all the Legacies given by the last Will of the said *E. H.* the Father, except only the Legacies of 500*l.* to the said *S.* the Daughter, *A. H.* *B. H.* *J. H.* *M. H.* and *S. H.* have been paid: **And** whereas the said *J. H.* the eldest Son, and *D. H.* both died without Issue in the Life-time of their said Father: **And** whereas the said *N. H.* the Brother of the said *E. H.* the Father, the said *S. H.* the Daughter and the said *E. H.* the Son, since the Decease of the said *E. H.* the Father, have all died without Issue, and the said *R. H.* *H. H.* *A. H.* *A. M.* and *S. H.* are yet unmarried, and the said *J. H.* hath lately married *S. M.* Gent. **And** whereas all the said Legacies are become due, but such Part of the Lands, Tenements and Hereditaments, by the Will of the said *E. H.* the Father, devised to be sold as aforesaid, which yet remain unsold, will not when the same is sold raise Money sufficient to pay all such of the Debts and Legacies of the said *E. H.* the Father which yet remain unpaid, so that the said intailed Estate must and will remain charged and incumbered with the said Debt of 1200*l.* and the Interest now in Arrear and the growing Interest thereof; and in case no Provision shall be made for the Discharge thereof, and the several Mortgagees shall enter thereupon and foreclose the Equity of Redemption thereof, as they have frequently threatened to do, great Part of the intailed Estate will be in Danger of being wholly lost and swallowed up: **And** whereas Part of the said intailed Estate lies in *R.* aforesaid, and other Part thereof in *O.* aforesaid, and the said Estate of the said *E. H.* the Father, devised to be sold, and which yet remains unsold lies also Part in *R.* aforesaid, and other Part thereof in *O.* aforesaid, intermixt with and among the Lands and Tenements intailed as aforesaid: **And** whereas it will be very much for the Benefit and Advantage of the said intailed Estate, if some Provision be made for the Discharging of the said intailed Estate from the said Incumbrances with which the said intailed Estate now stands charged as aforesaid, and very much for the Benefit and Advantage of both the said Estates, if the same were laid together, which might and would be effected in case the said Closes called *R. G.* and the intailed Premises in *O.* aforesaid, herein before particularly mentioned, were discharged of the several Uses, Limitations and Part of both Estates the Estates to

Devise of same Lands in Trust for Payment of Debts and Legacies. Of Legacies.

E. H.'s Death.

5197*l.* 19*s.* 2*d.* in Debt, for which he had mortgaged the said intailed Lands and given other Securities. Part of the Lands devised sold pursuant to the Will. Death of two Trustees, two Survivors. Money applied for Payment of Debts. Debts now amount to 4233*l.* 3*s.* 2*d.*

All Legacies paid, except to the Daughters. Death of the eldest Son and one Daughter. Death of Brother, &c. Daughters unmarried, one married. Legacies due, Lands devised to be sold, not sufficient to pay Debts and Legacies, so that the intailed Estate stands charged. Where the Estates lie. Advantage of discharging the intailed Estate from the Incumbrances, and joining Estates the Estates to

gether to be
fold, and in
Lieu thereof,
&c. Part of
both Estates to
be settled to
the same Uses
as the intailed
Estate now is.

Dead.

Enacted, That
the Reversion
expectant on
the said Estate
for Life of S.
H. the Mo-
ther, of the in-
tailed Estate in
O. and Part of
the Estate in
O. devised to
be sold, shall
be vested in
Trustees dis-
charged from
the Uses, &c.
except S. H.'s
Estate for Life,
subject, &c.
Premises in
R. devised to
be sold, and
now unfold,
vested in Tru-
stees during
S. H.'s Life,
subject, &c.
and after her
Decease to the
same Uses as
in the recited
Deed.

That the Pre-
misses limited
to Trustees in
Fee-simple, or
for the Life of
J. H. are so
limited in
Trust to be
sold.

1. To pay for
passing this Act.

Estates aforesaid, and the same were added to and might be sold with the Estate in O. devised to be sold as aforesaid, and in Lieu thereof other Lands and Tenements in R. aforesaid, herein before particularly mentioned to be limited by the said Indenture *Quinquartite*, to the said E. H. the Father and his Heirs, being Part of the said Estate devised to be sold, were added to the Residue of the said intailed Estate in R. aforesaid, by Means whereof the said intailed Estate will lie together, and to much greater Advantage and be very much improved, and the Estate in O. will then also be an intire and very improveable Estate, and may and will be sooner sold and to much greater Advantage than otherwise it can be, especially if the said S. H. the Mother shall think fit, for the Benefit and Advantage of her Children and their several Interests and Estates, to join in the Sale of the said intailed Estate in O. wherein she hath a Jointure for her Life, and in Lieu thereof will accept of an Estate for Life in the Lands and Tenements in R. intended to be added to the intailed Estate there as aforesaid; by which Means a full Provision may be made for the Performance of the Will, and Payment of the said Debts and Legacies of the said E. H. the Father which yet remain unpaid, and the intailed Estate will be discharged of the said Debt and Incumbrance of 1200*l.* with which the same now stands charged as aforesaid, and no way impaired, lessened or diminished; a just Allowance be made for the Benefit and Ease it receives by the Discharge of the said Incumbrance with which the same now stands charged, and by the Addition of the other Lands thereto as aforesaid: **And whereas** the said N. H. the Son, is dead, and the said R. H. H. H. and T. H. the surviving Sons, the said A. H. B. H. S. M. and J. his Wife, M. H. and S. H. and the said J. H. the Brother of the said E. H. the Father, are willing and desirous that such Provision as aforesaid should be made for the Performance of the Will, and Payment of the said Debts and Legacies of the said E. H. the Father, which yet remain unpaid, with Interest for the same, and for the discharging the said intailed Estate of and from the said Incumbrances with which the same now stands charged as aforesaid, which cannot be effected otherwise than by Authority of Parliament:

Now at the humble Suit of the said N. H. R. H. H. H. T. H. the surviving Sons, A. H. B. H. S. M. and J. his Wife, M. H. and S. H. and the said J. H. **Be it Enacted**, And it is hereby Enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal and Commons in this present Parliament Assembled, and by the Authority of the same, That the Reversion and Reversions, Remainder and Remainders, expectant upon the said Estate for Life, of the said S. H. the Mother, of all and every the said intailed Messuages, Lands, Tenements and Hereditaments in O. aforesaid, herein before particularly mentioned to be in and by the said Indenture *Quinquartite* limited to the said S. H. the Mother for her Life for her Jointure; and also all those Closes called R. G. shall from henceforth be vested in H. S. of K. in the County of N. Esq; and J. H. of K. Gent. and their Heirs, to the Use of them the said H. S. and J. H. and their Heirs, freed and discharged of and from all the Uses, Limitations and Estates, expressed and declared concerning the same in and by the said Indenture *Quinquartite*, except the said Estate for Life of the said S. H. the Mother, subject nevertheless to such Trust and Trusts, and to and for such Intents and Purposes as are herein declared and enacted concerning the same. **And be it further enacted**, by the Authority aforesaid, That all the said Cottages, &c. in R. aforesaid, herein before particularly described, and mentioned to be limited by the said Indenture *Quinquartite*, to the said E. H. the Father and his Heirs, to have been devised to be sold as aforesaid, and yet remaining unfold, shall from henceforth be vested in, and remain and be to the said H. S. and J. H. and their Heirs, to the Use of the said H. S. and J. H. and their Heirs, for and during the natural Life of the said S. H. the Mother, subject nevertheless to such Trust and Trusts, and to and for such Intents and Purposes as are herein after declared of and concerning the same; and from and after the Decease of the said S. H. the Mother, to the Use of the same Person and Persons, and for the same Estate and Estates, and subject to the same Trust and Trusts, Power and Powers, Proviso's and Contingencies respectively, as the said Reversion and Remainder of the Premises in O. Parcel of the Jointure of the said S. H. the Mother, expectant upon the Estate for Life of the said S. H. the Mother, stood settled and limited in and by the said Indenture *Quinquartite*, before the same was otherwise limited and settled by Virtue of this present Act as aforesaid: **And it is thereby further enacted and declared**, That all and singular the Premises limited in Use to the said H. S. and J. H. and their Heirs, either in Fee-simple, or during the Life of the said S. H. the Mother as aforesaid, are and were so limited in Trust only, and to the Intent and Purpose that they the said H. S. and J. H. and the Survivors and Survivor of them, and the Heirs of the Survivor of them, shall and may with all convenient Speed, sell and dispose of the said Estates to them limited, of and in the same Premises, and every Part thereof, to the best Purchaser or Purchasers that can or may be got for the same, and by and out of the Money arising by such Sale, and by and with the Rents, Issues and Profits thereof, and of every Part thereof respectively; when and so soon as they shall be intitled thereto, until such Sale or Sales shall be made, shall and may in the first Place bear, pay and satisfy all and every

every such Sum and Sums of Money as hath or shall or may be any way expended or laid out by any Person or Persons, for or by Reason of the preparing or passing this present Act; and in the next Place shall and may pay all the Interest due or to grow due for the said several Debts of the said *E. H.* the Father, and for the Money borrowed and applied by the said *S. H.* the Mother, or for such Monies which she hath expended or stands engaged to pay as aforesaid, and for the said Legacies and Portions, and in the next Place may pay or cause to be paid the said Sum of 1200 *l.* with which the said intailed Estate now stands charged as aforesaid; and in the next Place shall and may pay all and every such Debt and Debts of the said *E. H.* the Father, which yet remain unpaid, and all and every such Sum or Sums of Money as have been taken up or borrowed and applied by the said *S. H.* the Mother since the Decease of the said *E. H.* the Father, for the Discharge of any the Debts or Legacies of the said *E. H.* the Father, or which she hath expended or now stands engaged to pay by Reason thereof, which are intended to be esteemed and discharged as the Debts of the said *E. H.* the Father; and after Payment thereof shall and may pay all such Legacies, Portions and Sums of Money, which by the Will of the said *E. H.* the Father, were bequeathed as aforesaid, and yet remain unpaid, and which shall not be paid and satisfied by and out of the Residue of the Estate in and by the last Will and Testament of the said *E. H.* the Father, devised to be sold as aforesaid; and which by the said Trustees in the Will named or any of them have not yet been sold, nor are hereby limited or settled in Tail as aforesaid; and if after Payment of Costs, Charges and Expences in the preparing and passing this present Act, the Costs and Charges of the said Trustees in the Management, Execution and Defence of the Trust hereby in them reposed (which it is hereby declared lawful for them from Time to Time to deduct and keep) and of all the Debts and Legacies of the said *E. H.* the Father as aforesaid, there shall remain any Surplus of the said Money in the Hands of the said *H. S.* and *J. H.* the Survivors or Survivor of them; then they the said *H. S.* and *J. H.* or Survivors or Survivor of them shall lay out the same in the Purchase of Messuages, Lands or Tenements, to be settled to the Use of such Person or Persons, and for such Estate and Estates, and subject to the same Trust and Trusts, Power and Powers, Provisoos and Contingencies, as the said Closes called *Rowel Greatwoods* stood limited and settled in and by the said Indenture *Quinquartite*, before the same was otherwise limited and settled by Virtue of this present Act as aforesaid: **And it is hereby provided, enacted and declared** by the Authority aforesaid, That if the said *S. H.* the Mother shall join with the said *H. S.* and *J. H.* or the Survivors or Survivor of them, or the Heirs of the Survivors of them in the Sale of the Premises in *O.* aforesaid, which from and after the Decease of the said *S. H.* the Mother, are limited to the said *H. S.* and *J. H.* and their Heirs in Fee-simple as aforesaid; then they the said *H. S.* and *J. H.* and the Survivors and Survivor of them, and the Heirs of such Survivor, in Consideration thereof, shall and may convey and assure all their or any of their Estate and Interest in the Premises to them limited in Use during the Life of the said *S. H.* the Mother, unto the said *S. H.* the Mother and her Assigns, in Lieu and full Satisfaction of and for the Estate for Life which the said *S. H.* the Mother now hath in the Premises in *O.* the Reversion whereof is hereby limited in Use to them the said *H. S.* and *J. H.* and their Heirs as aforesaid: **And it is hereby further enacted and declared** by the Authority aforesaid, That nothing herein contained shall be construed or taken to destroy, lessen or diminish all or any of the Powers or Provisoos in the said Indenture *Quinquartite* contained, as to such Part of the Lands and Tenements as are intended to remain and continue intailed by Force of the said Indenture *Quinquartite*, and other Assurances as aforesaid; but that the same Lands and Tenements together with the Lands and Tenements in *R.* by Authority of this Act added to the Intail as aforesaid, shall from henceforth be and remain to the several Uses as aforesaid, subject to the same Powers, Provisoos and Authorities, as the said intailed Estate should and would have been subject to if this present Act had not been made, and subject to no other or further Power, Proviso or Authority whatsoever: **Provided always and it is hereby declared** to be the true Intent and Meaning of this Act, That they the said *H. S.* and *J. H.* the Survivors and Survivor of them, and his and their Executors, Administrators and Assigns, or any of them, shall not be answerable for the Receipts, Disbursements, Acts or Deeds of the other of them, or for any more Money than shall actually come to their respective Hands by Reason of the Trust or Trusts aforesaid; or for any Loss or Damage that shall happen without their wilful Default; and also that this Act, or any Thing herein contained, shall not be taken, expounded or construed to make void, determine, or in any wise to lessen or prejudice any Demise, Grant or Mortgage, or other Security by the said Will or otherwise whatsoever, which hath been heretofore made by the said *E. H.* the Father, *S. H.* the Mother, *J. B.* *R. W.* and *T. W.* or by any of them or any other Person, of the said Premises or any Part thereof, for the securing the Payment of any Sum or Sums of Money whatsoever; but that all and every such Mortgages, Grants and Securities that are now in Being, shall be and are hereby declared and enacted to be in the same Form, Plight and Condition, as the same were before the making of this Act; any Thing herein before contained

2. The Interest of *E. H.*'s Debts, Legacies and Portions.

3. The 1200 *l.* with which the intailed Estate is charged.

4. *E. H.* Debts.

5. Legacies and Portions.

Surplus (if any) to be laid out in a Purchase to be settled to the same Uses as in said Deed.

Provided in case *S. H.* joins with Trustees in the Sale of Estate in *O.* which after her Decease was limited in Fee-simple.

Proviso that nothing herein shall destroy, &c. any Power, &c. in the said Deed, as to what is to remain intailed; but that the Premises, together with the Lands now intailed, shall be to the same Uses, and alike subject, &c.

Proviso that the Trustees shall not be answerable for one another's Acts, &c. Nor for more than comes to their Hands, &c.

This Act not to prejudice to any Grant,

Mortgage,
 &c. made by
 E. H. &c.

Saving to the
 King, &c. all
 others except,
 &c. their
 Right, &c.

to the contrary thereof in any wise notwithstanding: **Saving always and reserving** to the King's most Excellent Majesty, his Heirs and Successors, and all and every other Person or Persons whatsoever, Bodies Publick and Corporate, their Heirs, Successors and Assigns, other than the said *N. H. R. H. H. H.* and *T. H.* the Sons, and *A. H. B. H. S. M.* and *J.* his Wife, *M. H.* and *S. H.* and the said *J. H.* their and every of their Issue Male and Female, and their and every of their Heirs, and other than the said *S. H.* the Mother and *J. B. F. A.* and *T. M.* all his, her and their Right, Title and Interest, Claim and Demand whatsoever, of, in or to the said Premises, or any of them, every or any Part or Parcel thereof; any Thing herein contained to the contrary hereof, in any wise notwithstanding.

A Bill for the Sale of Part of the Duke of M.'s Estate, for the Intents and Purposes therein mentioned, and for settling other Estates in Lieu thereof to the same Uses.

Recital of a
 Settlement on
 the Marriage
 of Lord M.
 with the Lady
 M. C.

Whereas by Indenture *Quadripartite*, bearing Date, &c. and made between the Right Honourable *R. Earl of M.* (afterwards Duke of *M.*) since deceased, and the Honourable *J. M.* (then commonly called Lord *M.* only Son and Heir Apparent of the said *R. Earl of M.*) now Duke of *M.* of the first Part, the Most Noble *J. Duke of M.* and the Right Honourable Lady *M. C.* (youngest Daughter of the said Duke of *M.*) now Duchess of *M.* of the second Part; the Right Honourable *S. Lord G.* then Lord High Treasurer of *England* since deceased, the Right Honourable *S. Earl of B.* the Right Honourable *C. Earl of S.* the Right Honourable *C. Lord H.* afterwards Earl of *H.* since deceased, the Honourable *F. G. Esq;* now Earl of *G.* and the Honourable *W. M. Esq;* late Lord Chief Baron of the Court of Exchequer since deceased, of the third Part, and *A. G.* late of, &c. Esq; since deceased, *E. D.* of, &c. Gent. and *T. D.* of, &c. Gent. of the fourth Part, **And** by several common Recoveries thereupon had and suffered, the Manors, &c. therein and herein after-mentioned, with their and every of their Rights, Members, and Appurtenances in the County of *B.* in Consideration of a Marriage then intended to be had and solemnized between the said Lord *M.* and the said Lady *M. C.* which afterwards took Effect, and for other Considerations therein mentioned, were conveyed or settled, or intended to be conveyed or settled unto and upon the Person and Persons, and for and upon the Trusts, and to and for the Uses, Intents and Purposes therein and herein after-mentioned, (that is to say) **All those** the Manors, &c. in the County of *B.* by whatsoever other Name, &c. of him the said *R. Earl of M.* or the said *J. Lord M.* with their and every of their Rights, &c. (except the Capital Messuage or Mansion-House called *D. House*, with the Appurtenances; and also all those thirty Acres of Land, ten lying East and twenty South from the said Capital Messuage or Mansion-House) which by Indenture *Tripartite*, bearing Date, &c. and made between, &c. were settled or conveyed, or intended, &c. from and after the Solemnization of the said Marriage, to the Use of the said *J. Lord M.* for the Term of his natural Life without Impeachment of Waste; and from and after the Decease of the said *J. Lord M.* then to the Use of the said Earl of *S.* and *F. G.* their Executors, Administrators and Assigns, for the Term of Four hundred Years since determined; and from and after the several Deceases of the said *R. Earl of M.* and *J. Lord M.* to the Use of the said Earl of *S.* and *F. G.* their Executors, &c. for the Term of Five hundred Years, to commence and be computed from the Death of the Survivor of the said *R. Earl of M.* and *J. Lord M.* upon Trust to raise and pay, or cause to be raised and paid out of the said Premises, and other the Manors, Lands and Tenements comprised in the said Term of Five hundred Years, unto the said Lady *M. C.* and her Assigns, in case she happened to survive the said *R. Earl of M.* and the said *J. Lord M.* the yearly Rent or Sum of 3000*l.* of lawful Money of *England*, for and during the natural Life of the said Lady *M. C.* upon the four most usual Feasts, &c. by even and equal Portions, free and clear, &c. and subject to such farther Trusts, Provisoes and Agreements, of and concerning the said Term of Five hundred Years, as are mentioned and contained in the said Indenture *Quadripartite*: **And** from and after the Determination of the said Term of Five hundred Years to the Use of the said *J. Duke of M.* and *S. Lord G.* and their Heirs, for and during the natural Life of the said *J. Lord M.* upon Trust to preserve the contingent Remainders thereof, therein and herein after-mentioned to be limited, from being defeated and destroyed: **And** from and after the Determination of all the precedent Uses declared concerning the said Premises, to the Use of the first Son of the Body of the said *J. Lord M.* on the Body of the said Lady *M. C.* lawfully to be begotten, and to the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use of the second, &c. of the said *J. Lord M.* on the Body of the said Lady *M. C.* lawfully to be begotten, severally, successively, and in Remainder one after another, as they and every of them should be in Seniority of Age and Priority of Birth: **And**

Whereby the
 Manors, &c.
 in the County
 of *B.*

(Except, &c.)
 which were
 settled,
 To the Use
 of said Lord
M. for Life.

After his De-
 cease for the
 Use of Earl of
S. and *F. G.* for
 a Term now
 expired; after
 Decease of *R.*
 Earl of *M.* and
J. Lord M. to
 the Use of Earl
 of *S.* and *F. G.*
 for a Term
 upon Trust to
 pay, raise and
 out of the
 Premises
 comprised in
 said Term
 unto said Lady
M. C. if she
 survives said
 Earl and Lord,
 an Annuity
 for Life; after
 the Term, to
 Trustees to
 preserve con-
 tingent Re-

And of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons issuing; and for want of such Issue, to the Use and Behoof of the first, second, third, and all and every other the Son and Sons of the Body of the said *J. Lord M.* on the Body or Bodies of his said Wife or Wives that he should afterwards marry, lawfully to be begotten, severally, successively and in Remainder one after the other, in Order and Course, as they should be in Priority of Birth and Seniority of Age, and of the several Heirs Male of the Body and Bodies of all and every such Son and Sons issuing; and in Default of such Issue in case the said *J. Lord M.* should happen to die before he should attain his Age of twenty-one Years leaving no Issue Male of his Body lawfully begotten; or in case the said *J. Lord M.* should attain to his said Age of twenty-one Years, leaving Issue Male of his Body lawfully begotten, and such Issue Male should all of them happen to die without Issue Male before any of them should attain to the Age of twenty-one Years, then, and in either of the said Cases so happening, and not otherwise, to the Use of the Lady *A. P.* now the Wife of Major General *H.* for and during the Term of her natural Life; and from and after the Determination of that Estate to the Use of the said *C. Lord H.* and *W. M.* and their Heirs, for and during the natural Life of the said Lady *A. P.* upon Trust to preserve the contingent Remainders thereof therein after-limited from being defeated or destroyed; and from and after the Decease of the said Lady *A. P.* then to the Use of the first, and all other the Sons of the Body of the said Lady *A. P.* lawfully begotten or to be begotten successively in Tail Male: And for Default of such Issue to the Use and Behoof of all and every the Daughter and Daughters of the Body of the said Lady *A. P.* lawfully begotten and to be begotten, and the Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully begotten and to be begotten: And from and after the Determination of the aforesaid Uses and Estates, to the Use of such Person and Persons respectively, who were or should be intitled to any Estate or Interest in the said Lands and Premises in Remainder, after Failure of Issue Male of the said *J. Lord M.* and Failure of Issue of the said Lady *A. P.* by virtue of the Settlement in the said Indenture *Quadrupartite* mentioned, made by the said *R. W. Esq;* by the said Indenture *Tripartite* dated the 12th of, *Ec.* and for such Estate and Estates as they were thereby respectively intitled unto: And in case the said *J. Lord M.* or any Issue Male of his Body should attain the Age of twenty-one Years, then after Failure of Issue Male of the said *J. Lord M.* to the Use of the said *R. Earl of M.* his Heirs and Assigns for ever. Which said several Limitations to the said Lady *A. P.* and her Issue, and to the Person or Persons intitled to any Estate or Interest in the said Premises in Remainder, after Failure of Issue Male of the said *J. Lord M.* and Failure of Issue of the said Lady *A. P.* by Virtue of the said Settlement of the said *R. W.* dated the 12th of, *Ec.* did never take Place or were vested, for that the said *J. Lord M.* hath attained the Age of One and twenty Years: **And whereas** in and by the said recited Indenture *Quadrupartite* the Manor and Scite of the late dissolved Monastery of *B.* with its Rights, *Ec.* in the County of *S.* and also in the City of *L.* and in the Parish of ——— in the County of *M.* were (amongst other Things) settled or conveyed, or intended to be settled or conveyed to the Use of the said *R. Earl of M.* for and during the Term of his natural Life; and from and after his Decease, then for and concerning several Farms in *B.* aforesaid, with the Appurtenances then or then late in the several Tenure, *Ec.* And also as for and concerning several Messuages or Tenements situate in the Parish of ——— in the County of *M.* then in the several Tenures, *Ec.* to the Use of the said Earl of *S.* and *C. Lord H.* their Heirs and Assigns; in Trust and for the Intent and Purpose that they the said Earl of *S.* and *C. Lord H.* and the Survivor of them, and the Heirs and Assigns of such Survivor, should and might at any Time after twelve Kalendar Months were expired from and after the Decease of the said *R. Earl of M.* by and out of the Rents, Issues, and Profits of the same Premises last mentioned, or by Mortgage or Sale thereof, or of such Part or Parts thereof as should be necessary or convenient in that Behalf, raise and levy such Sum and Sums of Money as should be sufficient to pay and satisfy 14000*l.* of lawful Money and all Interest that should be then due for the same, owing and secured to be paid to *J. B. Esq;* and *J. G.* or one of them, and charged on the aforesaid Premises in *B.* and elsewhere in the said County of *S.* and also to pay and satisfy the farther Sum of 5000*l.* of like Money and all Interest that should be then due for the same theretofore secured to be paid to *E. R.* and *E. L.* or one of them, and charged on the Estates in *L.* and *M.* therein mentioned, or on some Part thereof; and after Payment of the said two several Sums and Interest, then as to all the said Premises so limited to the said Earl of *S.* and the said *C. Lord H.* as also all other the Manors, *Ec.* of them the said *R. Earl of M.* and *J. Lord M.* in the said County of *S.* City of *L.* and in the Parish of ——— in the said County of *M.* the same were by the said Indenture *Quadrupartite* settled, conveyed or limited unto, upon or to the Use and Behoof of the said *J. Lord M.* now Duke of *M.* for Life, with Remainder to the said *J. Duke of M.* and *S. Lord G.* and their Heirs, in Trust to preserve the contingent Uses and Remainders therein after limited; Remainder to all and every the Sons

mainders; after such Uses, to first Son of said *J. Lord M.* &c.

Premises settled to the Use of *R. Earl of M.* for Life, after his Decease in Trust to raise and pay 14000*l.* charged thereon, and on, *Ec.* and other Monies thereon also charged.

Other Premises limited to the Use of said *J. Lord M.* for Life; Remainder in Trust to preserve contingent Remainders

ders; Re-
mainder to the
Issue Male of
the Marriage,
&c.

Heavy In-
cumbrances
on the Estates.
Late Duke of
M's Will,
whereby all
his Estate is
devised to his
Son the now
Duke, for
Life; Re-
mainder in
Trust to pre-
serve contin-
gent Remain-
ders, &c.

J. Duke of
M's Purchase
of a Manor,
&c. for
22800 l.

Which was
mortgaged
for 10000 l.
which is now
vested in Lord
T. and the E-
quity of Re-
demption is
secured to
Lord F. for
3000 l. and

Sons of the said J. Lord M. of the Body of the said Lady M. begotten, successively in Tail Male; Remainder to the said W. M. and E. D. for the Term of 199 Years, for Provision for the younger Sons and Daughters of the said J. Lord M. on the Body of any other Wife to be begotten; Remainder to all and every the Sons of the said Lord M. on the Body of any after-taken Wife to be begotten in Tail Male; and after Failure of Issue Male of the said J. Lord M. in case he should die under the Age of 21 Years not having any Issue Male, or having Issue Male and dying under the Age of 21 Years, and all such Issue should die without Issue Male before any of them should attain the Age of 21 Years, then and in either of the said Cases so happening and not otherwise subject to the aforesaid Term of 199 Years, to the Use of the said Lady A. P. and the Heirs of her Body lawfully begotten or to be begotten; and in case the said J. Lord M. or any Issue Male of his Body should attain the Age of 21 Years, then after Failure of Issue Male of the said J. Lord M. subject to the said Term of 199 Years, to the Use of the said R. Earl of M. and of his Heirs and Assigns for ever, as by the said Indenture *Quadripartite* and the Recoveries thereupon had and suffered, relation thereunto being had, amongst other Things more at large may appear. **And whereas** the aforesaid Debts of 14000 l. and 5000 l. do with Interest respectively remain heavy Charges and Incumbrances on the said respective Estates, and will eat out the same unless paid off and discharged: **And whereas** all the said Manors, &c. as well in the said County of S. as in the said Counties of B. and B. (except such as should be sold for the Purposes aforesaid) as also all other the Honours, &c. of the said R. late Duke of M. situate, lying and being in that Part of the Realm of *Great Britain* called *England*, were in and by the last Will and Testament of him the said late Duke of M. bearing Date, &c. devised or intended to be devised to his said Son J. then commonly called Marquis of M. now Duke of M. for his Life, with Remainder to M. A. of the Parish of — in the County of M. Gent. and J. W. of W. in the County of N. Gent. and their Heirs, in Trust to preserve contingent Remainders thereby limited, with Remainder to all and every the Sons of the said J. now Duke of M. successively in Tail Male; Remainder to the Daughters of the said J. now Duke of M. and the Heirs of their respective Bodies issuing; Remainder to the said C. Lord H. and J. Lord S. and the said E. D. and T. D. and their Heirs, for and during the Life of his Grand-daughter E. Wife of E. R. M. Esq; commonly called Lord H. but in Trust for her the said Lady H. for her Life, in manner as in the said Will is limited and expressed, and after her Death to her first and other Sons successively in Tail; and for Default of such Issue, to all and every her Daughters and the Heirs of their respective Bodies issuing, and for want of such Issue, to his Nephew E. H. Esq; for his Life, and after his Death to M. H. (Son of the said E. H.) for his Life, with Remainder to the said M. A. and J. W. and their Heirs during the Life of the said M. H. in Trust to preserve contingent Remainders, and after his Death, to all and every the Sons of the said M. H. in Tail Male; and for Default of such Issue, to the said C. Lord H. (afterwards Earl of H. who is since deceased without leaving Issue of his Body) for the Term of his Life, with Remainder to the said Trustees to preserve contingent Remainders, with Remainder to his first and other Sons successively in Tail Male; and for Default of such Issue, to the Right Honourable C. Earl of M. for his Life, with Remainder to the said M. A. and the said J. W. and their Heirs during the Life of the said C. Earl of M. in Trust to preserve the contingent Remainders therein respectively limited, and after the Decease of the said C. Earl of M. to the first and all and every Son and Sons of the said C. Earl of M. and the respective Heirs Male of their several Bodies issuing; and for want of such Issue, to the right Heirs of the said R. Duke of M. as by the said Will, Relation thereto being had, amongst other Things, more at large may appear: **And whereas** the said J. Duke of M. hath lately purchased the Fee-simple and Inheritance of the Manors, &c. of G. N. and L. N. with the Rights, &c. in the County of N. and of that, &c. the Purchase of which Manors, Lands and Premises, cost the said J. Duke of M. the Sum of 22800 l. and were conveyed unto the said J. Duke of M. and his Heirs in and by certain Indentures of Lease and Release, bearing Date on or about the, &c. made or mentioned to be made between, &c. and were thereby conveyed unto the said J. Duke of M. and his Heirs; the several Descriptions of which said Manors, &c. so purchased by him the said J. Duke of M. of the said Dame F. B. do in and by such Indentures of Lease and Release more particularly and at large appear: **And whereas** the last mentioned Manors, &c. at the Time of such Purchase so made as aforesaid, stood Mortgaged for the Sum of 10000 l. which said Mortgage is now come to and vested in the Right Honourable the Lord T. or his Trustees, the Equity of Redemption whereof is made a Security to T. Lord F. for 3000 l. and Interest, and the same with other Lands of greater Value have since been charged by the said J. Duke of M. with the payment of 10000 l. and Interest unto T. S. Esq; and G. J. Esq; **And whereas** the said J. Duke of M. did also lately purchase the Fee-simple and Inheritance of the third Part of the Manor of B. in the said County of N. with the Rights, &c. and also of, &c. the Purchase of which said third Part of the said Manor,

&c.

&c. last mentioned, cost the said J. Duke of M. the Sum of 1100 l. and were conveyed unto the said J. Duke of M. and his Heirs, in and by certain Indentures of Lease and Release, bearing Date, &c. made, &c. between, &c. the particular Descriptions of which said last mentioned Premises do, in and by the said Indentures of Lease and Release, bearing Date the, &c. more particularly and at large appear: **And whereas** the said J. Duke of M. hath been advised and is willing to sell the said Manors, herein before mentioned, in the said County of B. (except what is herein before limited to her Grace the present Duchess of M. for her Life, and except the said Manor of D. and all other the Messuages, Lands, Tenements and Hereditaments of him the said J. Duke of M. in D. aforesaid) and by the Monies raised by such Sale to satisfy and pay unto the said T. Lord T. T. Lord F. T. S. G. J. and the said J. Duke of M. the Sum of 23900 l. in Manner following; (that is to say) Unto the said T. Lord T. the Sum of 10000 l. and Interest, unto the said T. Lord F. the Sum of 3000 l. and Interest, unto the said T. S. and G. J. the Sum of 10000 l. and Interest, and the Remainder of the said Sum of 23900 l. unto him the said J. Duke of M. and is desirous that the Residue and Remainder of the Monies arising by such Sale may be applied for and towards Satisfaction of the aforesaid Debts and Incumbrances of 14000 l. and 5000 l. secured by several Mortgages on the said Estates in the said Counties of S. and M. respectively, and all Interest due for the same Debts respectively; and if any Overplus remain after Payment and Satisfaction of the said Debts and Incumbrances, that the same may be applied in the Purchase of other Lands and Hereditaments in Fee-simple, and be settled to the same Uses as the said Premises in the said County of B. so advised or intended to be sold as aforesaid are settled, and to settle and assure the said Manors, Lands and Premises so purchased by the said J. Duke of M. together with the Lands and Premises in the said County of S. appointed to be sold as aforesaid, in Lieu of and to the same Uses as the said Premises in the said County of B. so advised to be sold as aforesaid are settled: **And whereas** it will be a greater Advantage as well to the said J. Duke of M. and his Issue, as also to all the Persons claiming any Remainders of the said Estates as aforesaid, to consent to such Sale of the said Premises in the said County of B. so intended to be sold for the Purposes aforesaid, and accept of such new Settlement in lieu thereof as aforesaid: **And whereas** the Lands, Tenements and Hereditaments in the County of K. herein after mentioned, late the Estate of the said R. Duke of M. deceased, (that is to say) All that the Manor of K. &c. in the County of K. &c. and also the Lands, &c. in the County of P. in S. W. herein after mentioned, late the Estate of R. Duke of M. deceased, (that is to say), &c. and all other the Lands of the said R. late Duke of M. in the said County of P. which were respectively devised or mentioned, &c. by the said last Will of the said R. Duke of M. to the same Persons, and to, for and upon the same Uses and Trusts as the said Manors, &c. in the said Counties of S. and B. are herein before mentioned to be devised or intended to be devised in and by the same Will. **And whereas** there are several Debts or Incumbrances charged by Mortgage on several other Estates of the said J. Duke of M. by R. Duke of M. his Father and E. Lord M. his Grandfather, (viz.) on M. House in the Parish of G. in the County of M. the Sum of 4000 l. besides Interest due to Sir J. J. Knight, and J. W. Esq; on divers Lands in B. in the said County of N. late the Estate of the said R. Duke of M. the Sum of 1200 l. besides Interest due to J. L. of — Gent. and on several Lands and Tenements lying and being in the Counties of N. and W. or one of them, the Sum of 1000 l. besides Interest due to P. A. Esq; or his Assigns; which said several Estates so in Mortgage as aforesaid, in and by the said last Will of the said R. Duke of M. stand limited to the same Persons, and to and for the same Uses and Trusts as the said Manors, Lands and Premises in the said Counties of B. and K. are herein before mentioned to be devised by the same Will. **And whereas** it will be much for the Interest and Advantage of the said J. Duke of M. and his Family, as also of all and every the Persons to whom the said several Estates are limited in Remainder, that the said several Debts charged on the said several intailed Estates should be paid off and discharged, which cannot any otherwise be done than by the Sale of some Part of the said intailed Estates: **And whereas** the said Estates and Premises lying and being in the said County of K. and in W. are most convenient to be disposed of for the Discharge of the last mentioned Debts of 4000 l. 1200 l. and 1000 l. so due as aforesaid upon Mortgage, and to supply the Deficiency (if any) in discharging the several Sums of Money intended to be paid by the Sale of the said B. Estate as aforesaid: **Wherefore** the said J. Duke of M. doth in behalf of himself and of M. Duchess of M. his Wife, and of all the Persons to whom any Remainder of the said Estates to be sold is herein before mentioned to be limited as aforesaid, Humbly beseech your most Excellent Majesty, That it may be Enacted, **And be it enacted** by, &c. That all the said Manors, &c. in the said County of B. and all other the Manors, &c. of him the said J. Duke of M. situate, &c. in the said Counties of B. and C. except, &c. shall from henceforth be vested and settled, and are hereby vested and settled in and upon (Trustees) and their Heirs, to the Use of them and their Heirs and Assigns for ever, freed and discharged of and from all the Uses, Trusts, Estates, Trustees, who

same and other Lands is charged with 10000 l. Another purchase by J. Duke of M. for 1100 l. J. Duke of M. willing to sell Premises in County of B. to pay Lord T. and Lord F. &c. that the Residue of the Money arising by the Sale, be applied towards Satisfaction of the Debts secured by Mortgages of Estates in the Counties of S. and M. Overplus to purchase other Lands, to be settled to the same Uses as the Premises in the County of B. and other Premises to be likewise so settled. Advantage of selling Premises in said County of B. Estate in K. devised by the late R. Duke of M. to the same Uses as the Estate in S. and B. Mortgages on other Estates which were limited to the same Persons, to the same Uses as the Estates in B. and K. Advantage of discharging said intailed Estates of Incumbrances, by Sale of some of them. Premises most convenient to be sold. Enacted. That the Premises in B. and C. shall be vested in Trustees, who

shall stand seised thereof in Fee-simple freed from Incumbrances.

Upon Trust to sell the same

to pay to Lord T. 10000 l.
Lord F. 3000 l.
J. S. and G. J. 10000 l. and to J. Duke of M. so much as makes up said Sums 23900 l. being the Consideration of said Purchases; next the Mortgages.

Overplus to purchase Lands in S. and settle same and such in B. as shall remain unfold.

Premises vested in same Persons, upon same Trusts and alike subject as Premises in B. &c.

Premises in K. vested in Trustees, who

Limitations, Charges and Incumbrances limited, declared, mentioned or contained in the said Indenture *Quadripartite* of the 18th, &c. and in the said last Will and Testament of the said R. Duke of M. to, for or on the Behalf of any Person or Persons whatsoever: And that the said (Trustees) and the Survivors and Survivor of them, and the Heirs of such Survivor, shall from henceforth be adjudged and taken to be seised of the said Premises in the said Counties of B. and C. and of every Part and Parcel thereof (except as before is excepted) in Fee-simple, and that they and all and every Person and Persons lawfully claiming or to claim all or any of the said Manors, &c. so vested as aforesaid, by, from or under them by virtue of this Act shall and may have, hold and enjoy the same freed and discharged of and from all and every the Uses, Trusts, Limitations, Charges and Incumbrances mentioned or contained in the said Indenture *Quadripartite* of the 18th of, &c. and the said last Will and Testament of the said R. Duke of M. in and upon Trust nevertheless that the said (Trustees) and the Survivors and Survivor of them, and the Heirs of such Survivor do and shall, as soon as conveniently they can, sell all the said Manors, &c. in the said Counties of B. and C. hereby vested in them the said (Trustees) and their Heirs as aforesaid, or any Part or Parcel thereof, either together or in Parcels, as they or the Survivors or Survivor of them, or the Heirs of such Survivor shall think fit, and shall pay, dispose and apply the Money raised by such Sale or Sales in Manner following, (that is to say) Unto the said T. Lord T. his Executors, &c. the Sum of 10000 l. unto the said T. Lord F. his Executors, &c. the Sum of 3000 l. and unto the said T. S. and G. J. the Sum of 10000 l. with Interest for the said several Sums respectively, and unto him the said J. Duke of M. his Executors, &c. so much as together with the said several Sums so to be paid unto the said T. Lord T. T. Lord F. T. S. and G. J. shall make up and amount unto the Sum of 23900 l. being the Consideration Money of the several Purchases so made by the said J. Duke of M. as aforesaid, and from and after the Payment thereof shall pay and apply all or so much of the Residue of the said Money as shall arise by such Sale or Sales so to be made as aforesaid, for and in Discharge of the aforesaid Mortgages, Debts or Sums of 14000 l. and 5000 l. and all Interest for the same Sums respectively as aforesaid, as shall be due for or upon the same, and procure Assignments of such Mortgages upon paying off the same to be made in Trust to attend the Inheritance of the said mortgaged Premises according to the true Intent and Meaning of this present Act; and from and after Payment and Discharge of the said Mortgage-Monies and Interest thereupon due, shall apply and dispose of the Residue of the Monies arising by such Sale or Sales (if any Overplus) in the Purchase of Freehold Lands, Tenements and Hereditaments of Inheritance in Fee-simple, free from Incumbrances, situate, lying and being in the County of N. and settle and assure the same, together with such of the Residue of the said Premises in the said County of Bu. hereby enacted to be sold, as shall remain unfold after all the Payments made as aforesaid, unto and upon the same Persons, their Heirs, &c. respectively, or as near to the same as the Case of Death or Deaths, which hath or have hitherto happened or shall hereafter happen, will admit, and to, for and upon the same Uses, Estates, Limitations and Trusts, and subject to such Charges, Payments, Provisoes and Agreements (as the Case of Death will admit of) as the said Premises in the said County of B. hereby enacted to be sold, now are or do stand limited and charged in and by the said Indenture *Quadripartite* of the 18th of, &c. and the said last Will of the said R. Duke of M. deceased. **And be it farther enacted** by the Authority aforesaid, That all those the Manors, &c. and L. N. with their respective Rights, &c. in the said County of N. and all that Capital Messuage, &c. which were lately purchased of the said Dame F. B. by the said J. Duke of M. as aforesaid, and which are conveyed, or mentioned to be conveyed, in or by the said Indentures of Lease and Release, bearing Date the 28th and 29th Days of May, &c. and also all that, &c. in the said County of N. lately purchased by the said J. Duke of M. of the said W. F. and all other the Lands, &c. comprized and contained in the said Indentures of Lease and Release, bearing Date the 9th and 10th Days of December, &c. and all those several Farms in B. aforesaid, with the Appurtenances, heretofore in the Tenures, &c. and also the Possession, Freehold and Inheritance of the same, and of every Part thereof respectively, shall from henceforth be, and are hereby vested and settled, and shall be deemed, taken and adjudged to be vested and settled in and upon the same Persons, their Heirs, &c. respectively, or as near to the same as the Case of Death or Deaths, which hath or have heretofore happened, will admit; and to, for and upon the same Uses, Estates, Limitations and Trusts, and subject to such Charges, Payments, Provisoes and Agreements as the Case of Death will admit of, as the said Premises in the said County of Bu. hereby enacted to be sold, now are or do stand limited or charged with, in or by the said Indenture *Quadripartite* of the 18th Day of January, &c. and the last Will of the said R. Duke of M. deceased. **And be it farther enacted** by the Authority aforesaid, That all and singular the aforesaid Manors, &c. in the said County of K. herein before particularly specified and described, and all other the Manors, &c. of the said R. late Duke of M. situate, &c. in the said County of K. and also all and singular the aforesaid Messuages, &c. situate, &c. in the said County of P. in S. W.

S. W. aforefaid, and the Poſſeſſion, Freehold and Inheritance of the ſame Lands, &c. and ſhall ſtand ſeiſed in Fee- ſimple freed from Incumbrances. every Part and Parcel thereof in the ſaid reſpective Counties of K. and P. ſhall from henceforth be and are hereby veſted and ſettled in and upon (Trustees) and their Heirs, to the Uſe of them and their Heirs, freed and diſcharged of and from all and every Uſe, &c. mentioned and contained in the ſaid laſt Will of the ſaid R. Duke of M. deceased: And that the ſaid (Trustees) and the Survivors, &c. ſhall from henceforth be adjudged and taken to be ſeiſed, &c. (as before) and that they, &c. ſhall and may have, hold and enjoy the ſame freed, &c. from every Uſe, &c. in the ſaid laſt Will and Teſtament of the ſaid R. Duke of M. deceased, in Upon Trust to and upon Trust nevertheleſs that they the ſaid (Trustees) and the Survivors, &c. do and ſhall, ſell ſame &c. ſell all the ſaid Manors, &c. in the ſaid reſpective Counties of K. and P. ſo veſted in them as aforeſaid, or any Part or Parcel thereof, either together or in Parcels, as they or the Survivors or Survivor of them, or the Heirs of ſuch Survivor ſhall think fit, and ſhall pay, diſpoſe and apply the Monies raiſed by ſuch Sale or Sales in Manner following, (that is to ſay) to pay ſaid Money of 4000 l. and 1000 l. and 1200 l. ſo ſecured upon the ſaid reſpective Eſtates as afore- of 4000 l. 1000 l. 1200 l. ſaid, and all Interſt for the ſame Sums reſpectively as ſhall be due upon the ſame, and procure Assignments of the ſaid Mortgages upon paying off the ſame, to be made in Trust to attend the Inheritance of the ſame mortgaged Premieſſes reſpectively; and from and after Payment and Diſcharge of the ſaid Mortgage Monies and Interſt thereon due, apply and diſpoſe of the Reſidue of the Monies ariſing by ſuch Sale or Sales (if any Overplus) for the diſcharging the Deficiency (if any) of the Sums of Money intended to be raiſed and paid by the Sale of the ſaid B. Eſtates, if the ſaid C. Eſtates ſhall not be ſufficient to pay off the ſame, and to apply and diſpoſe of the Reſidue of the Monies ariſing by ſuch Sale or Sales (if any Overplus) in the Overplus to diſcharge De- being in the County of N. and ſettle and aſſure the ſame together, with ſuch of the Reſidue of ficiency of Eſtates in B. the ſaid Premieſſes in the ſaid Counties of K. and P. which ſhall remain unfold (if any) unto and if they be not ſufficient to diſcharge or Deaths which hath or have heretofore happened, or ſhall hereafter happen, will admit, and diſcharge to, for and upon the ſame Uſes, Eſtates, Limitations and Trusts as the Caſe of Death will ſame, and the admit, as the ſaid Premieſſes in the ſaid Counties of K. and P. reſpectively hereby Enacted to Reſidue to be ſold, now are or do ſtand limited or charged with, in and by the ſaid laſt Will and Teſta- Purchase ment of the ſaid R. Duke of M. deceased: **Provided always, and it is hereby farther Lands in N. and ſettle ſame enacted** by the Authority aforeſaid, That the Purchaſor or Purchaſors of all or any Part of the with ſuch Manors, Lands and Premieſſes by this Act limited to be ſold, paying his or their Purchase Lands in K. Money to them the ſaid (Trustees) or the Survivors or Survivor of them, or the Heirs of ſuch and M. as Survivor, ſhall be acquitted and diſcharged of and from the ſame, and not be obliged to ſee the ſhall remain Diſpoſal or Application thereof: **And be it farther enacted**, that from and after ſuch Sale unfold. or Sales ſhall be made as aforeſaid, ſuch Perſon and Perſons who ſhall purchaſe all or any Part Proviſo, as to of the ſaid Manors, Lands or Premieſſes, by virtue of this Act to be ſold, and his and their Purchaſors. Heirs and Assigns, ſhall hold and enjoy the ſame according to his and their reſpective Purchase Enacted, that and Purchaſes, againſt the ſaid J. Duke of M. and M. Duchefs of M. his Wife, and the Iſſue Purchase ſhall hold of the Body of the ſaid J. Duke of M. the ſaid E. Lady H. and the Iſſue of her Body, the Premieſſes ac- cording to the ſaid E. H. the ſaid M. H. and the Iſſue of his Body, the ſaid C. Earl of M. and the Iſſue of his Body, and all Perſons claiming and to claim, by, from or under, or in Trust for them or their reſpec- tive Purchaſes any of them, or by, from or under, or in Trust for the ſaid R. Duke of M. deceased: againſt J. Duke of M. **Provided always**, That it ſhall and may be lawful to and for the ſaid (Trustees) their Heirs &c. and Assigns from Time to Time to default and take to themſelves all their reaſonable Coſts, Proviſo that Charges and Expences whatſoever, which they or any of them ſhall ſuſtain or be put unto in Trustees ſhall be allowed in the Execution of the Trust hereby in them repoſed as aforeſaid, and that none of them ſhall Expences, be chargeable or accountable for any more than what ſhall come to their Hands ſeverally and not be charge- reſpectively; and that no one of them ſhall be chargeable for the Receipts of the other of able for one of them: **Saving and reſerving** nevertheleſs unto his Maſteſty, his Heirs and Succeſſors, and another. to all and every other Perſon and Perſons, and Bodies Politick and Corporate, their Heirs and Succeſſors, and to the Heirs and Succeſſors of every of them, (other than the ſaid J. Duke of Saving, &c. M. and M. Duchefs of M. his Wife, and the Iſſue of the Body of the ſame Duke, the ſaid E. Lady H. and the Iſſue of her Body, the ſaid E. H. the ſaid M. H. and the Iſſue of his to the King and all others, except, &c. Body, and the ſaid C. Earl of M. and the Iſſue of his Body, and the Right Heirs of the all Right, &c. the ſaid R. Duke of M. deceased, and all claiming by, from or under them or any of them, or in Trust for them or any of them) all ſuch Right, Title, Interſt and Demand, of, in, to or out of the ſaid Manors, Meſſuages, Lands and Premieſſes hereby Enacted to be ſold, or any of them, or of, in, to or out of any Part or Parcel thereof, as they, every or any of them had, or ſhould or might have enjoyed if this Act had never been made; this preſent Act or any thing herein contained to the contrary thereof in any wiſe notwithstanding.

An Act for Sale of some Part of the Real Estate of B.M. Esq; deceased, for Payment of his Debts, and for other Purposes therein mentioned.

Recital of
B. M.'s Will.
Devise of
Fee-Farm
Rents, &c.
to several
Uses.

Whereas B. M. late of O.W. in the County of B. Esq; made his last Will and Testament in Writing, bearing Date, &c. and did thereby give and devise unto W. D. J. B. and C. P. Esquires, and their Heirs, (amongst other Things) All those his Fee-Farm Rents, Tenths and Pensions, and other Rents and yearly Sums and Payments of Money whatsoever, then lately purchased of the Trustees, for Sale of Fee-Farm Rents issuing or arising out of any Manors, Mills, Rectories, Franchises, Lands, Tenements or Hereditaments whatsoever, within or near the Counties of E. N. and L. or any or either of them, upon Trust out of the Fee-Farm Rents to pay D.B. of B. St. E. in the County of S. one Annuity of 50*l.* per Annum for her Life, by Half-yearly Payments; and unto Sir A. M. the Devisor's Brother (since deceased) one Annuity of 50*l.* for his Life; and to the Devisor's Son C. M. one Annuity of 200*l.* for his Life; and to pay the Overplus of the same Fee-Farm Rents, above the said Annuities, unto such Person and Persons respectively, and to and for such Estates, Uses, Intents and Purposes, and in such Manner and Form as all the said Fee-Farm Rents, Tenths, Pensions and yearly Sums, and the whole Revenue thereof, are herein after-mentioned to be devised, settled, limited or appointed: And from and after the Determination of the said several Annuities of 50*l.* &c. then as for and concerning all the said Fee-Farm Rents, Tenths, Pensions and yearly Sums of Money, and the whole Revenue thereof, to the Use and Behoof of C. M. the Nephew of the Devisor, and Son and Heir apparent of the said Sir A. M. for his Life; and from and after the Determination of that Estate, to the Use and Behoof of the said W. D. J. B. and C. P. and their Heirs, during the Life of the said C. M. the Nephew, upon Trust to preserve contingent Remainders; and from and after the Decease of the said C. M. the Nephew, to the Use of, &c. lawfully to be begotten, severally and successively in Tail Male; and for Default of such Issue, to the Use of the said C. M. the Devisor's Son, for his Life; and from and after the Determination of that Estate, to the Use of the same Trustees and their Heirs, during the Life of the said C. M. the Devisor's Son, upon Trust to preserve contingent Remainders; and from and after his Decease, to the Use of the first and every other Son and Sons of the said C. M. the Son, lawfully to be begotten, severally and successively in Tail Male; and for Default of such Issue, to the Use of C. M. of G. in the County of K. Esq; Kinsman of the said Devisor, since deceased, and the Heirs Male of his Body; and for want of such Issue, then to the Use of the right Heirs of the said B. M. the Devisor for ever; with a Power to the said C. M. the Nephew, during his Life, by any Deed, &c. to assign, limit or appoint, to or to the Use of, or in Trust for, any Woman or Women that should be his Wife or Wives, for the Life and Lives of such Woman and Women, for or in Lieu, Name or Stead of her or their Jointure or Jointures, or Part of Jointure or Jointures, or better Means of Livelihood; and that as well before as after the Marriage of the said C. M. the Nephew with such Woman or Women, any Part or Parts of the said Fee-Farm Rents, Tenths and Premises, not exceeding 400*l.* per Ann. to commence and take Effect as in such Deed or Deeds, Writing or Writings, should be assigned, limited or appointed; together with the like Power of making a Jointure or Jointures for the said C. M. the Son, &c. and by the said Will did give (amongst other Legacies) a Legacy of 2000*l.* to his said Son C. M. and 5000*l.* to his Niece the Lady I. M. with a Power to his said Trustees, by Mortgage or Sale, to raise Monies for the Payment of his Debts and Legacies, in case his Personal Estate should be deficient in that Behalf; and made the said W. D. J. B. and C. P. his Executors. **And whereas** sometime after making the said Will, the said B. M. the Testator died without any lawful Issue, leaving the said Sir A. M. his Brother and Heir, and without leaving Personal Assets sufficient for the Payment of his Debts and Legacies, and was at the Time of his Death indebted in the Sum of 2000*l.* unto T. L. Esq; which was secured by Indenture of Mortgage, bearing Date, &c. made by the said B. M. in his Life-time, of Part of the said Fee-Farm Rents, for the Term of 1000 Years; and that after his Decease, other Part of the said Fee-Farm Rents were, in Pursuance of a Decree and Order of the High and Honourable Court of Chancery, by Indenture, dated, &c. mortgaged for the Term of Five hundred Years, for the raising of the said 2000*l.* Legacy for the said C. M. the Son; which said respective Mortgages are still subsisting and unpaid, and are assigned unto, or in Trust for W. E. Esq; **And whereas** J. B. died, in the Life-time of the said Testator, and the said C. P. soon afterwards departed this Life, and the said W. D. being the surviving Executor and Trustee of the said Will, by Indenture *Tripartite* inrolled in Chancery, dated, &c. did grant and convey all the said Fee-Farm Rents, Tenths, Pensions and yearly Sums, unto J. P. Gent. and his Heirs, upon the several Trusts in the said Will mentioned; and afterwards the said W. D.

His Death,
Personal Estate
not sufficient
to pay Debts.

Death of two
of the Execu-
tors, one sur-
vives, who
grants to J. P.
the Premises
upon the

W. D. departed this Life: **And whereas** the said *J. P.* by Indenture inrolled in Chancery, ^{Trusts in the} Dated, &c. did (by the Direction of the said *C. M.* the Nephew, and *C. M.* the Son) grant ^{Will, who} and convey the said Fee-Farm Rents, Tenths, Pensions and yearly Sums unto *J. H.* Gent. ^{grant same to} and his Heirs, upon the several Trusts in the said Testator's Will mentioned, subject nevertheless to the before-recited Mortgages: **And whereas** the said *C. M.* is dead without any Issue ^{*J. H.* upon} Male of his Body, and the said Sir *A. M.* is also dead, leaving the said *C. M.* the Nephew, his ^{said Trusts,} eldest Son and Heir, who is now also the Heir of the said *B. M.* the Testator, and the said ^{subject to the} *C. M.* the Son has never been married: **And whereas** the said *C. M.* the Nephew, inter- ^{Mortgages,} married with *E. F.* since deceased, eldest Daughter of Sir *R. F.* Bart. by whom the said ^{Deaths, Mar-} *C. M.* the Nephew had no Issue Male, and had only two Daughters (to wit) *M. M.* and *C. M.* ^{riages, &c.} the Elder of which is marriageable, and the Younger about the Age of ten Years: **And** ^{The Persons} **whereas** the said *C. M.* the Nephew is since intermarried with *J. M.* his now Wife, but has ^{now living} not, nor ever had, any other Issue saving his two Daughters herein before named: **And** ^{who are in-} **whereas** the said *C. M.* the Nephew, and *J.* his Wife, *C. M.* the Son, *J. H.* the Trustee, ^{terested,} *D. B.* the Annuitant, and the said *W. E.* the Mortgagee, are the only Persons now living that ^{Mortgagee} are in any wise interested by Virtue of or under the said Will, or otherwise, in the Fee-Farm ^{threatens to} Rents herein after mentioned, being Part of the said Fee-Farm Rents devised in and by the ^{foreclose.} said last Will of the said *B. M.* **And whereas** there is a considerable Arrear of Interest due ^{C. M. the} to the said Mortgagee of the said Fee-Farm Rents, and the said Mortgagee does threaten to ^{Nephew is} foreclose the Equity of Redemption of the said mortgaged Premises, whereby the Right and ^{desirous to} Interest of the said *C. M.* the Nephew, and *C. M.* the Son, in the said mortgaged Premises, ^{make a Pro-} will be utterly debarred: **And whereas** the said *C. M.* the Nephew is desirous to make some ^{vision for his} Provision for his said two Daughters, with whose Mother he had a considerable Portion, which ^{Daughters.} he is unable to do, otherwise than as herein after is mentioned: **And whereas** all the said ^{The Parties} Parties interested, as aforesaid, in the said Fee-Farm Rents herein after in that Behalf parti- ^{willing to joint} cularly mentioned, are willing to join in a Sale thereof; but, in regard of the before mentioned ^{in the Sale.} Limitations, by the last Will of the said *B. M.* deceased, to the Sons of the said *C. M.* the ^{Enacted that} Nephew, and *C. M.* the Son, altho' there were never such Sons borne, the same cannot be ^{the Premises} effected without the Aid of an Act of Parliament: **Wherefore** Your Majesty's Most Dutiful ^{shall be vested} and Obedient Subjects the said *C. M.* the Nephew, and *J.* his Wife, and *C. M.* the Son, and ^{in Trustees to} *J. H.* do most humbly beseech Your Most Excellent Majesty, That it may be Enacted; ^{be sold.} **And be it Enacted** by, &c. That all that Annual Rent or Tenth of, &c. reserved and ^{Enacted that} issuing out of and from the Rectory of *B.* in the County of *L.* and also all that Annual Rent or ^{the Premises} Tenth of, &c. reserved, &c. &c. &c. the same amounting in the Whole to the yearly Sum ^{shall be vested} of 253 *l.* 19 *s.* 1 *d.* ^{in Trustees to} and being Parcel of the said Fee-Farm Rents, Tenths, Pensions, Annual ^{be sold.} and other Rents or yearly Sums and Payments of Money which are granted and conveyed unto ^{Trustees Re-} the said *B. M.* and his Heirs, in and by a certain Indenture inrolled in Chancery, Dated, &c. ^{ceipts for Put-} and afterwards devised and settled in and by the last Will of the said *B. M.* as aforesaid, and ^{chase Money,} the Fee-simple and Inheritance of the same, shall be from — Day of, &c. absolutely and ^{good to the} fully vested, and the same hereby from the said — Day of, &c. are absolutely and fully ^{Purchasers.} vested in *J. B.* of *I.* in the County of *M.* and *R. C.* of *L. I.* in the said County of *M.* and ^{Purchaser} their Heirs, to the Use and Behoof of them the said *J. B.* and *R. C.* and their Heirs, freed ^{Purchaser} and discharged from all the Uses, Estates, Trusts, Limitations, Remainders, Reversions and ^{Purchaser} Contingencies, limited, devised, appointed or declared in the said in Part recited Will of the ^{Purchaser} said *B. M.* subject nevertheless to the several and respective Mortgages of the Premises (among ^{Purchaser} other Things) or of some Part or Parts thereof (among other Things) herein before-mentioned ^{Purchaser} to be assigned unto, or in Trust for the said *W. E.* for the Securing of 4000 *l.* Principal Money, ^{Purchaser} besides Interest, unto him the said *W. E.* his Executors, &c. upon the Trusts, and to the In- ^{Purchaser} tents and Purposes herein after mentioned; (that is to say) upon special Trust and Confidence, ^{Purchaser} that they the said *J. B.* and *R. C.* and the Survivor of them, and the Heirs and Assigns of such ^{Purchaser} Survivor, do and shall, so soon as they conveniently can, by one or more Sale or Sales, sell, ^{Purchaser} dispose of, and convey all the said Fee-Farm Rents, Tenths, Pensions, Annual and other ^{Purchaser} yearly Rents, or other yearly Payments of Money herein before mentioned and intended to be ^{Purchaser} hereby vested in them the said *J. B.* and *R. C.* and their Heirs, as aforesaid, with their and ^{Purchaser} every of their Appurtenances, and the Fee-simple and Inheritance of the same, unto one or ^{Purchaser} more Purchaser or Purchasers: **And** to the Intent that any Purchaser or Purchasers of all or ^{Purchaser} any Part of the Premises which the said Trustees are herein before authorized to sell, as afore- ^{Purchaser} said, may securely enjoy the said Purchases, **It is hereby enacted,** That the Receipt or Re- ^{Purchaser} cepts which shall be given by the Trustees herein before nominated for the Sale of the said Pre- ^{Purchaser} mises herein before directed to be sold, as aforesaid, or the Survivor of them, or the Heirs ^{Purchaser} or Assigns of such Survivor, to the respective Purchasers of the same Premises, or of any Part ^{Purchaser} thereof, for the Purchase Money which shall be actually paid for the same, or for any Part ^{Purchaser} thereof, shall be a good and effectual Discharge both in Law and Equity to the respective ^{Purchaser}

Purchaser and Purchasers, so that neither such Purchaser or Purchasers, their respective Heirs, &c. or the Premises to be sold, shall be liable or responsible for any Loss or Misapplication which shall or may at any Time hereafter be had or made of all or any Part of such Purchase-Money; and as to the Money arising by and out of such Sale or Sales, the same are hereby directed and appointed to be paid and applied by the said Trustees herein and hereby before nominated for the making of such Sale or Sales, or the Survivor of them, or the Heirs or Assigns of such Survivor, in Manner following; (that is to say) in the first Place, the said Trustees, out of the Money arising by the said Sale or Sales, shall pay off and discharge the said Mortgage-Money, amounting to 4000*l.* Principal Money, and all Arrears of Interest due, or which shall grow due for the same, unto the said *W. E.* his Executors, &c. and in the next Place the said Trustees, or the Survivor of them, or the Heirs, &c. out of the Residue of the Money arising by the said Sale or Sales, shall pay the Charge of obtaining this present *Act*, and shall pay the Surplus of the Monies (if any such Surplus there shall be) unto the said *C. M.* the Nephew, his Executors, &c. **And** to the Intent that the said Power of the said *C. M.* the Nephew, to make a Jointure not exceeding in the Whole 400*l.* *per Ann.* unto or upon his present or any future Wife which he shall intermarry with, may be extinguished, and in Lieu thereof, a less Part of the said Fee-Farm Rents, and other the Premises of the yearly Value of 300*l.* may be so settled, that in case it shall happen that any Woman which is or shall be the Wife of the said *C. M.* the Nephew, shall survive him the said *C. M.* that then, during the Life of such surviving Wife, Part of the said 300*l.* *per Annum* may be in full of her Jointure and Dower, and out of the Residue thereof some Provision may be made for his said two Daughters: **It is hereby further enacted**, That all the Fee-Farm Rents, Tenths, Pensions and annual Payments herein after mentioned, (to wit) all that, &c. the same in the Whole amounting to the yearly Sum of 300*l.* or thereabouts; and being Parcel of the said Fee-Farm Rents, Tenths, Pensions and yearly Sums or Payments so granted and conveyed unto the said *B. M.* and his Heirs, and so devised by the last Will of the said *B. M.* as aforesaid, shall be, and are hereby vested in and to the Use of the said *J. B.* and *R. C.* and their Heirs, from and after the Decease of the said *C. M.* the Nephew, during the Life of such Woman as shall be the Wife of the said *C. M.* the Nephew at the Time of his Decease, in Trust to permit any Woman that shall be the Wife of the said *C. M.* the Nephew at the Time of his Decease to receive and enjoy so much of the said Fee-Farm Rents, and other Rents, Pensions and yearly Payments last mentioned, not exceeding in the Whole 150*l.* *per Annum* as shall be limited or appointed by the said *C. M.* the Nephew, by any Deed or Writing under his Hand and Seal, attested by two or more credible Witnesses, unto or in Trust for such Wife, as aforesaid, either before or after his Intermarriage, for her Life, for or in Lieu, or in Nature of a Jointure, and in Bar of Dower; and to permit and suffer the said two Daughters of the said *C. M.* the Nephew, (to wit) the said *M.* and *C. M.* and the Survivor of them, to take and receive to her and their own Use the Residue and Remainder of the said last mentioned Fee-Farm Rents, Rents, Pensions and annual Sums, not limited in Jointure by the said *C. M.* the Nephew, for and during the natural Life of such Woman as shall be the Wife of the said *C. M.* the Nephew at the Time of his Decease, for and towards the Maintenance and Provision of his said Daughters the said *M.* and *C. M.* and the Survivor of them: **Provided**, That in case the said *M.* and *C. M.* shall both die during the Life of such Woman who shall be the Wife of the said *C. M.* the Nephew at the Time of his Decease, that then the said *J. B.* and *R. C.* and their Heirs shall permit such Person and Persons, his, her or their Executors, &c. as the said *C. M.* shall appoint, in Manner as aforesaid, and in Default of such Appointment, such Wife of the said *C. M.* to receive the said Residue of the said last mentioned Premises not limited in Jointure as aforesaid: **Provided also, and it is hereby further enacted**, That the said Power in and by the said Will of the said *B. M.* given to the said *C. M.* the Nephew to make a Jointure, as aforesaid, be hereby extinguished, and that he the said *C. M.* be disabled from making any other or larger Jointure, than herein before is mentioned, unto his present or future Wife; and any Jointure by him already made upon the said *J.* his now Wife, (if any such there be) is hereby enacted to be void and of no Effect: **Provided likewise, and it is hereby further enacted**, That it shall and may be lawful to and for the said *C. M.* the Son, before or after his Marriage, in case he shall come into the actual Possession or Receipt of the said Fee-Farm Rents, Tenths, Pensions, and yearly Payments, remaining unfold, and not hereby appointed, as aforesaid, or any Part thereof, by Virtue of the Limitations aforesaid, to make a Jointure of any Part thereof unto any Woman or Women which he has or shall hereafter Intermarry with, for her Life, and in Lieu and Bar of Dower, in such Manner as in the said Will is directed: **Provided always, and it is hereby enacted**, That such Jointure, so by him the said *C. M.* the Son to be made, shall not exceed in the whole the yearly Sum of 300*l.* any thing in the said Will to the contrary notwithstanding: **Provided further, and it is hereby also further enacted**, That the said Annuity or yearly Sum of 200*l.* *per Annum*, so devised and appointed by the last Will of

The Money arising by the Sale, to pay off the Mortgage,

and the Charge of this Act; the Surplus to *C. M.* the Nephew.

The Fee-Farm Rents, &c. in, &c. amounting to 300 *l.* *per Ann.* vested in Trustees, to permit *C. M.* the Nephew's Wife (if she marries) after his Decease, to receive 150 *l.* *per Ann.* and his two Daughters to receive the Residue.

Proviso in case of Daughters Death.

C. M. the Nephew's Power to make a Jointure extinguished.

Power for *C. M.* the Son to make a Jointure.

Proviso, that the 200 *l.* *per Ann.* devised to *C. M.* the Son, and 50 *l.*

of the said *B. M.* unto him the said *C. M.* the Son, for his Life, as aforesaid, and likewise the said Annuity or yearly Sum of 50*l.* *per Annum*, so devised to the said *D. B.* for her Life, as aforesaid, shall be respectively charged upon, and issuing and going out of the Rest and Residue of the said Fee-Farm Rents, Tenths and Premises so given and devised by the said Will of the said *B. M.* as aforesaid, not hereby vested in Trustees to be sold, as aforesaid, and shall be respectively payable at the same Days and Times, and in like Manner, and with the like Remedies for Recovery of the same respectively, out of the said Rest and Residue of the said Fee-Farm Rents, Tenths, and Premises, as the same would have been, in case this Act had never been made: **Provided always, and it is further enacted, &c.** That the said *J. B.* and *R. C.* and every of them, their several Heirs, &c. shall and may in the first Place deduct, &c. in Relation to the Trusts hereby in them reposed, or any of them, out of the said Fee-Farm Rents, and other Rents or yearly Sums, or any Part thereof, until Sale, or out of the Monies arising by the said Sale or Sales, or out of their respective Trust-Monies, or any Part thereof; and that they the said several and respective Trustees, their several Heirs, &c. are to be and shall be chargeable only, for their wilful Defaults respectively, and not, &c. in the Receipt, Keeping, or Managing of any Monies to be raised and disposed of, as aforesaid, according to the Purport of this Act; and that none of the Trustees, their respective Heirs, &c. shall be liable or responsible for any Failure or Miscarriage, that without their wilful Default or Neglect may happen of any Security or Securities, Banker or Bankers, upon which or with whom the Trust-Money, or any Part thereof, shall at any Time hereafter happen to be placed or put out: **Saving always** to the King, &c. and also saving unto the said *W. E.* and his Trustees, in respect of his said Mortgages or Securities for the said 4000*l.* and Interest, and all and every other Person and Persons, their Heirs, Executors and Administrators, other than and except the said *C. M.* the Nephew, and *J.* his Wife, and *C. M.* the Son, *D. B.* and *J. H.* and their respective Issues, Heirs, &c. and the Heirs of the said *B. M.* and all Persons claiming, or which shall claim any-wise in Trust for them, or any of them, all such Right, &c.

An Act for Sale of the Estate of H. late Lord C. in the County of O. and for laying out the Money arising by such Sale in the Purchase of another Estate in or near the County of W. to be settled to the like Uses.

Whereas the Right Honourable *H.* late Lord *C.* deceased, by his last Will and Testament in Writing, duly executed, bearing Date, &c. did among other Things devise all his Manors, &c. which he had purchased in *W.* and *O.* to his Nephew the Duke of *Q.* and *D.* for his Life, without Impeachment of Waste, Remainder to the Honourable *R. B.* Esq; and *T. S.* Esq; both since deceased, and their Heirs, during the Life of the said Duke of *Q.* and *D.* **In Trust** to preserve the contingent Estates therein devised, with Remainder to *C.* Duchess of *Q.* and *D.* for her Life; Remainder to the First and other Sons of the said Duke of *Q.* and *D.* successively in Tail Male; Remainder to his the said Testator's Nephew, the Lord *G. D.* (since deceased without Issue) for his Life, without Impeachment of Waste; Remainder to the same Trustees and their Heirs, during the Life of the said Lord *G. D.* **In Trust** to preserve the contingent Estates therein devised; Remainder to the first and other Sons of the said Lord *G. D.* successively in Tail Male; Remainder to his the said Testator's Nephew, the Right Honourable *R.* Earl of *B.* for his Life, without Impeachment of Waste; Remainder to the same Trustees and their Heirs, to preserve the contingent Estates thereby devised; Remainder to the first and other Sons of the said Earl of *B.* in Tail Male successively; Remainder to the Right Honourable *H.* Earl of *R.* now Earl of *C.* and *R.* for his Life, without Impeachment of Waste; Remainder to the same Trustees and their Heirs, to preserve the contingent Estates therein devised; Remainder to the first and other Sons of the said Earl of *R.* successively in Tail Male; Remainder to the right Heirs of the said Lord *C.* as by the said Will, Relation, &c. **And whereas** the said *H.* Lord *C.* soon after died, without revoking the said Will, after whose Death the said Duke of *Q.* and *D.* entred upon the said Premises, so devised to him for Life, as aforesaid: **And whereas** the said Estate in *O.* is of the yearly Value of 545*l.* or thereabouts, besides the Mansion-House, &c. and besides some Timber growing upon the said Estate of the Value of 1000*l.* or thereabouts; and lies at a great Distance from the said Estate in *W.* which is of the yearly Value of 1500*l.* or thereabouts: **And whereas** by certain Articles of Agreement indented, bearing Date, &c. made between *P. H.* of *L. A.* in the County of *W.* Clerk, of the one Part, and *T. G.* of *L. W.* in the County of *S.* Gent. (on the Behalf of the said *C.* Duke of *Q.* and *D.*) of the other Part, in Consideration of 50*l.* paid to the said *P. H.* and of the further Sum of 1200*l.*

per Ann. to *D. B.* shall be charged on the Residue of the Fee-Farm Rents.

Trustees to deduct Expences, &c.

Saving, &c.

Recital of late Lord *C.*'s Will, whereby several Manors, &c. in *W.* and *O.* are devised to the Duke of *Q.* and *D.* for Life, Remainder in Trust to preserve contingent Estates with further Limitations.

Lord *C.*'s Death, Duke of *Q.* and *D.*'s Entry. Value of the Estates.

Agreement for the Purchase of other Lands in *W.*

The yearly
Value and
Situation
thereof.

Desire to sell
the Lands in
O. to make the
said Purchase
of the Lands
in W. to be
settled to the
same Uses as
the said Lands
in O. now are.

Enacted,
That the
Estates in O.
shall be vested
in Trustees,
free from
Uses, &c.
to sell.

In the mean
Time the
Profits to be
received, &c.
as by the Will
is directed.

12000*l.* of the
Money arising
by such Sale
to be applied
in such Pur-
chase.

Residue in
other Purcha-
ses of Lands
in W.

to be paid to him by the said Duke of *Q.* in Manner therein mentioned, He the said *P. H.* hath covenanted and agreed to grant and convey to the said Duke of *Q.* his Heirs and Assigns, a good, free, absolute and indefeasible Estate of Inheritance in Fee-simple, of, in and to all those the Manors, or reputed Manors, called *D.* and *S.* lying and being in *L. A.* and *G. A.* in the said County of *W.* and all Messuages, &c. thereto belonging; and of, in and to all that Capital Messuage, &c. in *L. A.* aforesaid, in the Occupation, &c. and of, in and to all that, &c. freed and discharged of all Mortgages and other Incumbrances whatsoever, except a Quit-Rent of 3*l.* a Year, payable to the Crown out of Part of the Premises; and 26*l.* a Year, payable to the said Duke as Lord of the Hundred of *A.* and except such Leases and Copies as were then granted and subsisting within the said Manors: **And whereas** the said Manors, or reputed Manors of *D.* and *S.* are of the yearly Value of 444*l.* and lie contiguous to and are intermixed with Part of the said Estate in *W.* so devised by the said Lord *C.* as aforesaid; and the said *C.* Duke of *Q.* and *D.* hath Issue Male two Sons, viz. *H. D.* commonly called Lord *D.* his eldest Son, and *C.* commonly called Lord *C. D.* both Infants under the Age of 21 Years; and is desirous to sell all the said Manors, &c. in *O.* and out of the Money arising by Sale thereof, to lay out the Sum of 12000*l.* for the Purchase of the said Manors and Premises of the said *P. H.* to be settled to the same Uses as the said Estate in *O.* is now settled or limited by the said Will of the said Lord *C.* and also to lay out all the Residue of the Money that shall arise by the Sale of the said *O.* Estate in the Purchase of other Messuages, &c. in or near the said County of *W.* as soon as such Purchase can be had, to be settled to the same Uses, if an Act of Parliament can be obtained for that Purpose: **May it therefore please your most Excellent Majesty,** upon the humble Petition of the said *C.* Duke of *Q.* and *D.* and of *C.* Duchefs of *Q.* and *D.* his Wife, and by and with the Consent of the said *R.* Earl of *B.* *H.* Earl of *C.* and *R.* and of *H. H.* Esq; commonly called Lord Viscount *C.* only Son and Heir Apparent of the said Earl of *C.* and *R.* that it may be enacted, **And be it enacted** by, &c. That all that the Manor or Lordship of *M.* with the Rights, &c. lying and being in the County of *O.* and all other the Messuages, &c. late of *H.* Lord *C.* deceased, in the said County of *O.* and which were devised by the said Lord *C.* as aforesaid, shall, from and after the ——— Day of, &c. be vested in, and the same are hereby vested in the Right Honourable *J.* Lord *G.* and the Right Honourable *A.* Lord *B.* their Heirs and Assigns, for the Use of them the said *J.* Lord *G.* and *A.* Lord *B.* their Heirs and Assigns; freed and absolutely discharged of and from all and every the Uses, Trusts, Estates, Limitations, Provisoos and Agreements, limited, declared and mentioned of and concerning the same, in and by the said recited Will of the said *H.* Lord *C.* **Upon Trust** nevertheless that they the said *J.* Lord *G.* and *A.* Lord *B.* or the Survivor of them, or the Heirs of such Survivor, do and shall absolutely sell and dispose thereof; and they are hereby fully and effectually enabled and empowered, absolutely to sell and dispose thereof, intirely, or in Parcels, unto any Person or Persons that shall be willing to purchase the same, or any Part thereof, for the most Money, and best Price and Prices that can be had or gotten for the same: **And upon this further Trust,** that they the said *J.* Lord *G.* and *A.* Lord *B.* and the Survivor of them, the Executors, &c. do and shall permit and suffer the clear Rents, Issues and Profits of the said Manor and Premises so vested in them, to be sold as aforesaid, until such Sale shall be thereof made as aforesaid, to be had, received and taken, by such Person and Persons as shall be intitled thereto under the said Will of the said Lord *C.* **And upon this further Trust,** that they the said *J.* Lord *G.* and *A.* Lord *B.* and the Survivor of them, and the Heirs of such Survivor, shall and do apply and dispose of the Money arising by such Sale, in Manner, and for the Purposes following, that is to say, That they the said *J.* Lord *G.* and *A.* Lord *B.* and the Survivor of them, and the Heirs, &c. by and with the Consent and Approbation of the said *C.* Duke of *Q.* and *D.* *C.* Duchefs of *Q.* and *D.* and *R.* Earl of *B.* or of the Survivors or Survivor of them, if living, do and shall lay out the Sum of 12000*l.* in the Purchase of all those Manors, &c. of the said *P. H.* with the Appurtenances situate, &c. in the said County of *W.* if a good Title can be made thereto, to the Satisfaction of the said *C.* Duke of *Q.* and *D.* *C.* Duchefs of *Q.* and *D.* and *R.* Earl of *B.* or the Survivors or Survivor of them; to be settled and conveyed to and for the same Uses, Trusts, Intents and Purposes, as the said Estate in *O.* is, by the said Will of the said *H.* Lord *C.* limited and appointed: **And also upon this further Trust,** that they the said *J.* Lord *G.* and *A.* Lord *B.* and the Survivor of them, and the Heirs of such Survivor, as soon as conveniently may be (by and with such Consent and Approbation as aforesaid) do and shall lay out, apply and dispose of the Residue and Remainder of the Money arising by such Sale or Sales as aforesaid, after Payment of the said 12000*l.* as before mentioned, or the whole Money, if the said 12000*l.* shall not be laid out in the Purchase of the said Estate of the said *P. H.* as aforesaid, in one or more Purchase or Purchases of an Estate or Estates in Fee-simple in Possession, in Lands, &c. in or near the County of *W.* to be settled, limited and assured, to, for, and upon such Uses, &c. as the said

faid Estate in O. is, by the Will of the said Lord C. limited and appointed: **And it is hereby further declared and enacted** by the Authority aforesaid, That from and after the Sale and Conveyance of the said Manor and Premises in O. until such Purchases shall be had, as aforesaid, the said *J. Lord G.* and *A. Lord B.* and the Survivor of them, and the Heirs of such Survivor, do and shall place out the Monies arising by such Sale at Interest, upon Government or other Securities, by and with the Consent of the said *C. Duke of Q.* and *D.* or such Person or Persons, who would be then intitled to the Possession of the said Premises, under the Will of the said Lord C. or of the Guardian or Guardians of such Person, if a Minor; and also from Time to Time (with the like Approbation and Consent) to call in the principal Money so to be placed out, and to place out the same again at Interest, upon new or other Securities, and that the Interest and Produce attending the Money so to be placed out, from Time to Time, as the same shall be received, shall be paid to such Person and Persons respectively, as and to whom the Rents and Profits of the said Lands and Tenements so to be purchased, if purchased and settled as aforesaid, would for the Time being belong or appertain by Virtue of the Trusts aforesaid: **And be it further enacted** by the Authority aforesaid, That the Payment of the Purchase-Money for the said Premises hereby vested in the said *J. Lord G.* and *A. Lord B.* to them, or the Survivor of them, or the Heirs of such Survivor, and his or their Receipt or Receipts for the same, or for such Part thereof as shall be so paid to him or them respectively, shall be a full and absolute Discharge both in Law and Equity, to such Purchasers or Purchaser, or to such Person or Persons, as such Purchaser or Purchasers shall direct and appoint the said Premises to be conveyed unto for such Purchase-Money, or for so much thereof as shall be expressed in such Receipt or Receipts, as aforesaid; and that such Purchaser or Purchasers, or his, her or their Heirs, or such Person or Persons, to whom the same shall be granted and conveyed, his or their Heirs, shall not be obliged to see the Application of the said Purchase-Money, or be any ways affected with the Misapplication of the same: **Provided always, and it is hereby further declared and enacted** by the Authority aforesaid, that the Person or Persons, who shall sell any Messuages, &c. to the said *J. Lord G.* and *A. Lord B.* or the Survivor of them, or to the Heirs, &c. of such Survivor, to be settled, as afore-mentioned, shall not be concerned or obliged to see the same settled, pursuant to the Directions of this Act: **Provided always, and it is hereby further enacted,** That the said *J. Lord G.* and *A. Lord B.* or the Survivor of them, or the Heirs, &c. of such Survivor, shall not be charged or chargeable the one of them for the Receipt, Act or Deed of the other, but for his own several and respective Acts and Deeds only, and not for any more further or other Sum or Sums of Money, for or in respect of the Premises, than shall actually come to their respective Hands, and not for any Loss or Miscarriage that shall or may happen therein, or in the Execution of the said Trust, or relating thereto, without their own wilful Default, or in depositing Money for safe Custody, with such Intent and Approbation, as aforesaid; and that it shall and may be lawful for the said *J. Lord G.* and *A. Lord B.* and the Survivor of them, and the Heirs of such Survivor, out of the Rents and Profits of the Premises hereby vested in them, in Trust to be sold, or out of the Money arising by Sale thereof, to retain and reimburse themselves all such Costs, Charges, Damages and Expences, as they respectively shall or may sustain, or be put unto, in and about the Execution of the Trusts hereby in them reposed: **Saving** always to the King's most excellent Majesty, his Heirs and Successors, and to the several Lessees and Tenants of any Part of the Estates hereby vested or appointed to be sold, as aforesaid (for or in respect of their several Leases and Interests only) and to all Bodies Politick and Corporate, and to their respective Successors, and to all and every other Person and Persons, his, her and their Heirs, &c. (other than and except the said *C. Duke of Q.* and *D.* the said *C. Dukes of Q.* and *D.* and the Heirs Male of their Bodies, and the said *R. Earl of B.* *H. Earl of C.* and *R.* and *H. H.* commonly called Lord Viscount *C.* and all and every other Person and Persons, claiming any Right, Title or Interest in the said Premises in O. under the said Will of the said Lord C.) all such Estate, Right, Title, Interest, Claim and Demand, as they, or any, or either of them had, or ought to have, out of, in, or to, the said Premises in O. or any Part thereof, in case this present Act had not been made.

After Sale of Lands in O. till such Purchases the Money to be put out at Interest.

Payment of the Purchase-Money of the Premises vested in the Trustees, and their Receipts shall be good Discharges to Purchasers, &c.

Provided that the Sellers of Lands to such Trustees not to be obliged to see the same settled pursuant to this Act. Trustees not to be chargeable for each other.

To be reimbursed their Expences.

Saving to the King and all others, except, &c. their Rights, &c.

An Act for vesting the Barony of W. and Manors of W. and L. and several Lands and Tenements in the County of S. and the Manors of D. and B. and Lands thereto belonging, in the County of L. and the Manor of F. and several Lands and Tenements in the County of B. late the Estate of G. late Lord J. deceased, in Trustees, to be sold for Payment of Debts and Portions, and other Purposes therein mentioned.

Recital of G.
Lord J.'s
Settlement to
Uses.

Whereas the Right Honourable G. late Lord J. Baron of W. and late Lord High Chancellor of England, by his Indentures of Lease and Release, bearing Date, &c. did convey and settle All that the Barony of W. in the County of S. and all those the Manors and Lordships of W. and L. with the Rights, Members and Appurtenances thereof, in the said County of S. and also all those the Manors and Lordships of D. and B. with the Rights, Members and Appurtenances thereof, in the County of L. and all that capital Messuage, &c. in the said County of L. and also all that, &c. in the County of B. and all other the Manors, &c. of him the said G. Lord J. in the Counties of S. L. and B. and every of them, with their and every of their Appurtenances, unto and upon the Right Reverend Father in God, T. late Lord Bishop of P. and Sir T. B. Knt. and their Heirs, to the Uses, Intents and Purposes therein after mentioned, (*viz.*) to the Use of the said G. Lord J. for his Life; and from and after his Decease, then as to all those the Manors, &c. in the said County of B. to the Use of A. Lady J. then Wife of the said G. Lord J. for her Life for her Jointure; and from and after her Decease, the Residue and Remainder thereof, and as to the Residue, &c. of all those the Baronies, &c. in the said County of S. and also all that the Manor of B. aforesaid, with the Rights, &c. in the said County of L. and also all that, &c. immediately after the Death of the said G. Lord J. to the Use of Sir R. C. Knt. J. J. Doctor in Divinity, H. P. Esq; T. C. Merchant, and E. J. Esq; their Executors, &c. for the Term of Ninety-nine Years, upon the Trusts therein and herein after-mentioned. And as to the Freehold and Inheritance of all the said Premises comprised in the said Term for Ninety-nine Years, to the Use of the said Lord Bishop of P. and Sir T. B. and their Heirs, during the Life of the said G. Lord J. upon Trust to support the contingent Uses therein after limited; and from and after his Decease, to the Use of the first and every other Son of the said G. Lord J. on the Body of the said Lady J. begotten or to be begotten, severally and successively in Tail Male; and for Default of such Issue, then to the Use of J. J. Esq; (afterwards J. Lord J.) eldest Son of the said G. Lord J. for his Life, and with such further Powers and Authorities as are therein after mentioned; the Remainder to the Use of the said Lord Bishop and Sir T. B. and their Heirs, during the Life of the said J. J. (afterwards Lord J.) in Trust to preserve contingent Remainders; and from and after his Decease, to the Use of his first and every other Son in Tail Male successively; and for Default of such Issue, the Remainder to the Use of S. M. G. and A. J. and all and every other Daughter and Daughters of the said G. Lord J. thereafter to be born, and the Heirs of their Bodies respectively; and for Default of such Issue, the Remainder to the Use of the Heirs of the Body of the said G. Lord J. Remainder to the right Heirs of him the said G. Lord J. for ever; and as to the Residue and Remainder of all that, &c. in the said County of L. and all the Rest and Residue of the Premises, whereof no Use of the Inheritance is therein before declared, from and after the Decease of the said G. late Lord J. to the Use of the said Sir R. C. Dr. J. J. H. P. T. C. and E. J. their Executors, &c. for the Term of 500 Years, in Trust as therein and herein after is mentioned; the Remainder thereof to the Use of the said J. J. (afterwards Lord J.) for his Life, and with such Powers and Authorities as are therein after mentioned; with Remainder thereof to the Use of the said Lord Bishop of P. and Sir T. B. and their Heirs, during the Life of the said J. Lord J. in Trust to preserve the contingent Remainders; and from and after his Decease, to the Use of his first and every other Son and Sons in Tail Male successively; and for want of such Issue, to the Use of the second and every other Son of the said G. Lord J. in Tail Male successively; the Remainder to the Use of the right Heirs of the said G. Lord J. for ever, with a Proviso or Power therein contained to and for the said J. Lord J. at any Time during his Life, by any Deed or Writing under his Hand and Seal, attested by three or more credible Witnesses, to limit or appoint all or any Part of the said Manor

Manor of D. and Premises therein before limited to him, after he should come to be seised of the Freehold thereof, for a Jointure to any Wife he then had or thereafter should happen to have, to take Effect in Possession from and after the Death of him the said J. Lord J. and to have Continuance during the Life of such Wife, and no longer; so as always the said Estate to have been made for a Jointure were not hurtful or prejudicial to the Trust and Provisions intended out of the said Term of 500 Years, limited in Trust as aforesaid; and as to the said Term of Ninety-nine Years, it is thereby declared, that the same should be subject to certain yearly Payments, to the Heir Male of the said G. Lord J. by the said Lady J. till his attaining the Age of One and twenty Years; and likewise on Failure of such Heir Male, that the same should be in Trust for the raising and paying such Maintenance and Portions to the Daughters of the said G. Lord J. in such Manner as the said G. Lord J. by his last Will and Testament in Writing, or any other Writing, should direct and appoint. And as to the said Term of 500 Years limited as aforesaid to the said Sir R. C. Dr. J. J. H. P. T. C. and E. J. their Executors, &c. the same was so limited unto them, upon Trust, and to and for such Uses, Ends, Intents and Purposes, as the said G. Lord J. by his last Will and Testament, or by any other Writing should limit, appoint and direct; and after the same performed, or in Default of such Direction, then in Trust to attend the Freehold and Inheritance thereof, with a Power to the said G. Lord J. by his last Will and Testament, Deed or Writing, under his Hand and Seal, to revoke or alter all or any the Uses therein declared, other than the Use thereby limited to the said Lady J. for her Life for her Jointure, which was of an Estate therein mentioned to be in the County of B. and to declare and limit any new Use and Uses at his Will and Pleasure: **And whereas** by a Deed Poll, bearing Date, &c. the G. Lord J. in Pursuance of the Power so to him reserved, in and by the said Settlement, did give and appoint to every of his Daughters then unmarried, and to every other Daughter that thereafter should be born unto him, 3000*l.* a-piece, to be paid to every of them, at her Day of Marriage or Age of 21 Years, which should first happen; and until such Time of Payment, the Sum of 60*l.* *per Annum* to every of them respectively for their Maintenance, by quarterly Payments; and did thereby further limit and appoint his said Trustees, out of the Profits of his Term of 500 Years, to raise and pay unto his eldest Son, the said J. Lord J. 150*l.* *per Annum*, for his Maintenance by quarterly Payments; and the Residue of the Profits to go and be applied in the next Place to pay the afore-mentioned Portions and Maintenances, such and so much thereof as the Issues and Profits for Payment thereof first above mentioned, or other Provision should not amount unto; and afterwards to pay all such his Debts as his Personal Estate, or other Provision by him made or to be made should fall short to pay, if any such Debts there should be; and to make Leases, Mortgages or Sales, to and for the Purposes aforesaid: **And whereas** A. J. youngest Daughter of the said G. Lord J. soon after dying an Infant, having been never married; the said G. Lord J. by one other Deed Poll, bearing Date, &c. pursuant to his Power to him reserved, thereby reciting that he had, by the said Indentures of Lease and Release, bearing Date, &c. conveyed unto the said Lord Bishop of P. and Sir T. B. all his Manors, &c. in the Counties of B. S. and L. to the Uses, Intents and Purposes therein expressed, and particularly after several other Uses therein declared, limited the Remainder of all his Manors, Lands and Hereditaments, to the Use of his said Daughters S. M. C. and A. J. and the Heirs of their Bodies; the Remainder to the Use of the Heirs of his own Body, with Remainder to the Use of his own right Heirs. And also reciting his Power of Revocation of the said Uses, the said G. Lord J. did thereby, in Pursuance of his said Power, revoke the Uses limited to his said Daughters, and the Remainders limited thereupon; and did thereby declare, that his said Trustees and their Heirs should stand seised of all his said Manors, &c. after the Determination of the Uses and Estates in the said Settlement expressed, and not by the said Deed Poll revoked, to the Use of his Daughters, M. Wife of W. S. Esq; S. M. and C. J. and every other of his Daughters that should thereafter be born, and to the Heirs of their Bodies respectively; with Remainder to the Heirs of his own Body, with Remainder to his own right Heirs, with a Power therein reserved, to the said G. Lord J. to revoke and alter those Uses: **And whereas** the said G. late Lord J. by his Indenture, bearing Date, &c. did mortgage for the Term of 1000 Years unto J. J. Esq; now Sir J. J. Knt. all his said Manors, &c. in the said County of L. for securing the Payment of the Principal Sum of 10000*l.* and Interest for the same, unto the said Sir J. J. in Manner therein mentioned: **And whereas** the said G. Lord J. did die in or about, &c. leaving Issue only the said J. Lord J. his only Son; and four Daughters, viz. the said M. S. N. and C. **And** G. Lord J.'s Death. His Issue.

J. Lord J.
the Son's Mar-
riage with
Lady C. H.

Conveyance
of her Estate
in Trust for
raising
20000*l.* for
her Portion to
be applied to
clear the Join-
ture settled on
her of the
Premises in
L. and S. and
to pay off Sir
J. J.'s Mort-
gage and the
Portions of
G. Lord J.'s
Daughters.
Mortgage
Deed, &c.
to be assigned
to protect the
Jointure, &c.

In Considera-
tion whereof,
J. Lord J.
appoints to
Lady C. his
Wife, the Ba-
rony of W.
&c. for her
Jointure.

Both convey
all the said
Barony, &c.
in S. to the
Use of said
J. Lord J.
for Life; Re-
mainder to
Trustees for
Lady C.'s
Life, in Trust
for his Heirs.

J. Lord J.'s
Death without
any Disposi-
tion of the Pre-
mises in S.
or the said
20000*l.* &c.
and without
Issue Male,
leaving one
Daughter.
His Debts.

Death of
youngest
Daughter of
G. Lord J.
M. J. of
Age and mar-
ried with C.
D. Esq;
G. Lord J.'s
Settlement,
as to Part of
Premises, in-
effectual.

And whereas the said J. Lord J. did intermarry with the Right Honourable the Lady C. H. sole Daughter and Heiress of P. late Earl of P. and M. deceased: **And whereas** by Indentures of Lease and Release, Dated the 27th and 28th, &c. and by several Fines *sur Conuſance*, &c. levied by the said J. Lord J. and the Lady C. his then Wife, the said J. Lord J. and the Lady C. his Wife, did convey to the Right Honourable W. H. Esq; commonly called the Lord M. and the Right Honourable Sir J. T. Kt. Master of the Rolls, and their Heirs, all her Castles, Manors and Hereditaments, in the Counties of M. W. and G. in Trust (among other Things) for the Raising of the Sum of 20000*l.* as and for the Portion of the said Lady C. to be applied to clear the Jointure then settled or agreed to be settled upon the said Lady C. of the said Manors and Premises in the said Counties of L. and S. and to pay off the said Sir J. J.'s Mortgage, and the Portions and Maintenance Money, to the Daughters of the said G. Lord J. wherewith the said Jointure-Lands of the said Lady C. was chargeable; and after the said Mortgage, Portions and Maintenance Money should be respectively paid off, as aforesaid; then the said Mortgage and Securities for the said Portions and Maintenances should be assigned over, in Trust for the said J. Lord J. for his Life, and afterwards in Trust for the said Lady C. J. for her Life, to protect her said Jointure; and afterwards in Trust for the Issue Male of the said J. Lord J. by the said Lady C. his Wife; and for Want of such Issue Male, then in Trust for such Persons and in such Manner as the said J. Lord J. by Writing or Will should appoint; and for want of such Appointment, then in Trust for the said J. Lord J. his Executors, Administrators and Assigns; and upon further Trust, in the said Indenture of the said, &c. contained, for the Raising of the further Sum of 1000*l.* out of the said Lady C.'s Estate, to be paid to the said J. Lord J. his Executors or Administrators (the said Sums amounting together to the Sum of 21000*l.*) **And whereas** the said J. Lord J. by his Indenture bearing Date the said 28th Day of May, &c. for and in Consideration that the said Lady C. by the said last mentioned Indentures of Lease and Release, and Fines, had charged several Castles, &c. in the said Counties of M. W. and G. (being her own Inheritance) with the said Sum of 21000*l.* for the Use of the said J. Lord J. in Manner therein mentioned, and for other Considerations therein mentioned, did, in Pursuance of the said Power to him given in and by the said herein before in Part recited Settlement, limit and appoint unto the said Lady C. his then Wife, all the said Barony of W. and all and singular the said Manors, &c. herein before mentioned to be situate in the said Counties of S. and L. to hold unto the said Lady C. for her Life, for her Jointure, to take effect in Possession from and after the Death of the said J. Lord J. **And whereas** the said J. Lord J. and Lady C. his then Wife, by Fine *sur Conceſſerunt*, &c. by them duly acknowledged and by their Indenture Dated the Fourteenth Day of August, &c. did convey all the said Barony, Manors, Lordships, Lands and Hereditaments in the said County of S. to the Use of the said J. Lord J. for Life; with Remainder to the said W. H. and Sir J. T. and their Heirs, during the Life of the said Lady C. in Trust for his own right Heirs; as by the said several and respective Indentures, Deeds, Poll and Fines, herein before mentioned, relation being thereunto had, may appear: **And whereas** the said J. Lord J. did depart this Life on or about, &c. Intestate, and without making any Appointment or Disposition touching the said Trust-Estate of the said Premises in the said County of S. which he was seised of, to him and his Heirs during the Life of the said Lady C. his Wife, or touching the said Sum of 20000*l.* or the several Terms for Years that were to be disincumbered therewith, and died without Issue Male of his Body, leaving Issue only one Daughter, viz. H. L. J. an Infant, now of about the Age of Ten Years, and being indebted at the Time of his Death by simple Contract to the Amount of about 6000*l.* **And whereas** the said C. J. youngest Daughter of the said G. Lord J. died an Infant under Age, having never been married; whereby her said Portion of 3000*l.* merged in the Inheritance of the Premises charged with the same: **And whereas** the said M. J. attained her Age of Twenty-one Years the — Day of, &c. whereby her said Portion of 3000*l.* became due and payable, and is since intermarried with C. D. Esq; **And whereas** the said Indenture of Settlement dated, &c. made by the said G. Lord J. as aforesaid, as to the said Capital Messuage, &c. in the said County of B. being Part of the Premises in the said County of B. comprized in the same Settlement, was not effectual, in Regard that the said G. Lord J. upon his Marriage with the said Lady A. J. had settled the same Premises by Indentures of Lease and Release, dated the, &c. the Release being *Tripartite* and made between the said G. Lord J. by his then Name of Sir G. J. Knt. Recorder of the City of London, of the first Part, Sir T. B. Sir W. T. and Sir R. C. Knts. and the said Lady A. J. by her then Name of Dame A. K. Widow, of the se-
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cond Part, and J. J. and J. M. Esqrs. of the third Part, upon himself for his Life; with Remainder to the said A. Lady J. his then intended Wife, for her Life, for her Jointure; of their two Bodies, with Remainder to his own Right Heirs: And the said G. Lord J. having never levied a Fine, or suffered a Common Recovery of the same Premises, or any Part thereof, the said M. his Daughter, now the Wife of the said C. D. became intitled to an Estate Tail in the same, as Heir and only surviving Issue of the Body of the said G. Lord J. by the said Lady A. his Wife: And the same Premises having been sold by said W. Earl of P. the Title thereof is no ways intended to be impeached or prejudiced by this Act: But the said G. late Lord J. having after the making of his said Marriage-Settlement purchased the Manor of F. and divers other Farms, Lands, &c. in, &c. in the said County of B. the same Premises being about the yearly Value of 400*l.* are comprized in and conveyed by the said G. Lord J.'s Settlement, bearing Date, &c. to the Uses therein mentioned: **And whereas** upon the Decease of the said J. Lord J. without Issue Male, as aforesaid, the said four Daughters of the said G. Lord J. viz. the said M. S. M. and C. did take in Fourths, and became Jointenants in Possession for their Lives, the four with several Inheritances to the Heirs of their respective Bodies in Tail, with Remainder to the said H. L. J. in Fee, as Heir General of the said G. and J. Lord J. of and in the said Manor and Premises in the said County of B. so purchased by the said G. Lord J. after the making of the said Marriage-Settlement; and became likewise Jointenants for their Lives, with several Inheritances to them in Tail, with Remainder to the said H. L. J. in Fee as aforesaid, of the Reversion expectant on the Death of the said Lady C. in the Premises in the said County of S. and also in such Part of the said Premises in the said County of L. as by the said G. Lord J.'s Settlement, dated, &c. is limited to his said Daughters in Default of Issue Male of his own Body: And the Trust-Estate of the said Premises in the said County of S. of which the said J. Lord J. died seised to him and his Heirs, for and during the Life of the said Lady C. his Wife, descended upon his Decease unto his said Daughter and Heir the said H. L. J. determinable upon the Life of the said Lady C. and as to such Part of the said Manor of D. and other the Premises in the said County of L. as by the last mentioned Settlement were not limited to the said Daughters of the said G. Lord J. but were limited (in Default of Issue Male of his own Body) to his own Right Heirs; the same upon the Decease of the said J. Lord J. without Issue Male, as aforesaid, descended and came to the said H. L. J. as Heir General as well of the said G. as of the said J. Lord J. subject to the said Mortgage and Portions, and the said Jointure of her said Mother the said Lady C. **And whereas** by the said Decease of the said C. J. her fourth Part of such of the Premises to which she became intitled as aforesaid, did go in Thirds by Survivorship to her three surviving Sisters for their Lives; but the Inheritance of the same Fourth Part did fall in to the said H. L. J. as Heir of the said G. and J. Lord J. **And whereas** the said Lady C. is intermarried with the Right Honourable J. Lord Viscount W. of the Kingdom of Ireland: **And whereas** the said Sir J. J. having in the Year, &c. took Possession of the said mortgaged Premises in the said County of L. exhibited his Bill in the High Court of Chancery against the said Lord Viscount W. and the said Lady C. his Wife, H. L. J. W. S. and M. his Wife, S. J. C. D. Premises so mortgaged to the said Sir J. J. as aforesaid: And the said several Defendants to the said Suit answering, and the said S. J. and C. D. and M. his Wife, in the Right of the said M. his Wife, insisting to have their said Portions raised and paid them; the said Cause upon the — Day of, &c. came on to be heard; and an Account was decreed, and the said Lord Viscount W. decreed to pay the said Mortgage and Portions, and to have the said Mortgage, and the said several Terms of 99 Years and 500 Years, assigned as he should direct: And the Master by his Report, dated, &c. reported due to the said S. J. for her Portion, Interest and Arrears of Maintenance; the Sum of 3725*l.* 1*s.* 6*d.* And to the said M. D. for her Portion, Interest and Arrears of Maintenance to herself and her Sister C. to whom she was Administratrix, the Sum of 4003*l.* 1*s.* 6*d.* And the said Master by another Report, dated, &c. reported due to the said Sir J. J. upon his said Mortgage, for principal Money, Interest and Costs of Suits, the Sum of 13156*l.* 2*s.* 6*d.* over and above what he had received out of the Rents and Profits of the said mortgaged Premises: **And whereas** the said Sum of 13156*l.* 2*s.* 6*d.* so reported due to the said J. J. as aforesaid, has been since paid to the said Sir J. J. and the said Mortgage assigned

PART II.

W. and C. his Wife, H. L. J. W. S. and M. his Wife, S. J. C. D. and M. his Wife to foreclose. Answer, insisting no Portions being paid. Mortgage and Portions decreed to be paid, &c. Report of Monies due. Mortgage Money paid and Mortgage assigned.

S. J.'s Marriage with G. H.
Her Death without Issue,
G. H. Administrator intitled to the Portion.
Her fourth Part and third Part of the Premises in L. and S. survived to her Sisters, and her fourth Part, &c. in B. survived, &c.

1000 l. paid out of Lady C.'s Estate to J. Lord J. but not the Remainder 20000 l.

Shares of Persons interested, lessened by the Interest of the Mortgage, &c.

Likely to be Suits.
Reason of making this Act.

Enacted,
That the Premises in, &c. except, &c. be vested in Trustees.

(Trustees)
freed from Uses, &c. but subject to the said Mortgage upon Trust to sell.

Clause for the Security of Purchasers.

over by the Direction of the said Lord Viscount W. unto J. M. H. M. J. M. W. F. and T. A. as a Security for the said Monies and Interests: **And whereas** the said S. J. did intermarry with G. H. Esq; and is since dead without Issue of her Body: And the said G. H. has taken out Letters of Administration to the said S. his late Wife, whereby he the said G. H. became intitled to the said Portion, and the Arrears of Interest thereof due to the said S. his Wife as aforesaid: And upon the Death of the said S. without Issue as aforesaid, her said Fourth Part of the Premises in the said Counties of L. and S. and also her said third Part of her said Sister C.'s Fourth Part in the said Premises in the said Counties of L. and S. survived to her said two Sisters M. and M. for their Lives: But the said S.'s fourth Part of the said Premises in the said County of B. and her said third Part of her said Sister C.'s Share, or fourth Part of the said Premises in the said County of B. survived only to the said M. for her Life; the said M. as to the same Premises in the said County of B. being the only surviving Jointenant with her said Sister S. at her Death, by Reason that the said M. had joined with her said Husband C. D. in a Fine of her Part in the said County of B. and thereby sever'd her Jointenancy as to the same Premises: But the said S.'s fourth Part of the Inheritance of the Premises in the said County of B. L. and S. expectant upon the respective Deceases of her said surviving Sisters, did fall in to the said H. L. J. as Heir General of the said G. and J. Lord J. as aforesaid: **And whereas** 1000 l. Part of the said Sum of 21000 l. was raised out of the Estate of the said Lady C. and paid to the said J. Lord J. in his Life-time; but the said Sum of 20000 l. is not yet raised or paid out of the said Lady C.'s Estate, but will be personal Assets of the said J. Lord J. **And whereas** the growing Interest of the said Mortgage and Portions, and other Out-goings out of the said several Premises, will very much lessen the respective Values of the Shares of the several Persons interested therein; neither can the best Improvement be made of the said several Shares of the Parties interested, in Regard the same are undivided and subject to several Contingencies; and for that divers Questions and Disputes have arisen by Reason of the doubtful Penning of the said G. Lord J.'s Settlement, dated the said Twenty-fifth Day of, &c. which are like to occasion long and expensive Suits: **For** the preventing of which said Suits, and for the Raising of Money for the paying off the said Mortgage and Portions (which cannot be but by a Sale of the Premises; nor can such Sale be effected without the Aid of an Act of Parliament, by Reason of the Infancy of the said H. L. J.) and to the Intent a Sale or Sales of the Premises may be made, and the Monies arising thereby may be paid and distributed in such Manner and Proportions as herein after is mentioned, your Majesty's most obedient Subjects, the said T. Lord Viscount W. and the Lady C. his Wife, H. L. J. W. S. and M. his Wife, C. D. and M. his Wife, and G. H. do most humbly beseech your Majesty, That it may be **Enacted, and be it Enacted**, by, &c. That all the said Barony, &c. herein before mentioned to be comprized in the said Settlement of the Twenty-fifth of *October*, &c. situate and being in the said Counties of B. S. and L. other than and except the said Capital Messuage, &c. comprized in the said Marriage Settlement of the seventh Day of *June*, &c. and so sold to the said Earl of P. as aforesaid, with their and every of their Rights, Members and Appurtenances, and the Fee-simple and Inheritance thereof, shall be from the — Day of, &c. absolutely and fully vested; and the same hereby from the said — Day of &c. are absolutely and fully vested in the Right Honourable N. Lord Viscount S. and S. the Honourable D. W. of C. Esq; J. E. of B. in the County of N. Esq; and W. P. W. of *Gray's Inn* in the County of M. Esq; and their Heirs, to the Use and Behoof of them the said (Trustees) and their Heirs, freed and discharged from all the Uses, Estates, Trusts, Provisoes, Limitations, Remainders, Reversions and Contingencies, limited, appointed or declared in the said in Part recited Settlement of the Twenty-fifth Day of *October*, &c. and the said Deeds Poll herein before mentioned, subject nevertheless to the said Mortgage, upon the Trusts and to the Intents and Purposes herein after mentioned (that is to say) upon special Trust and Confidence, that they the said (Trustees) and the Survivors, &c. do and shall so soon as conveniently they can, by one or more Sale or Sales, sell, dispose of and convey all the said Barony, &c. herein before mentioned and intended to be hereby vested in them the said (Trustees) and their Heirs, as aforesaid, with their and every of their Appurtenances, and the Fee-simple and Inheritance of the same, unto one or more Purchaser or Purchasers: **And** to the Intent that any Purchaser or Purchasers of all or any Part of the Premises which the said Trustees are herein before authorised to sell as aforesaid, may securely enjoy their said Purchases, **It is hereby farther Enacted**, That the Receipt or Receipts which shall be given by the Trustees herein before nominated for the Sale of the said Premises, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, to the respective Purchasers of the Premises, or of any Part thereof, for the

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Purchase-Money which shall be actually paid for the same, or for any Part thereof, shall be a good and effectual Discharge both in Law and Equity to the said respective Purchasers; so that neither such Purchaser or Purchasers, their respective Heirs, Executors, Administrators or Assigns, or the Premises to be sold, shall be liable or responsible for any Loss or Mis-application which shall or may at any Time hereafter be had or made of all or any Part of such Purchase-Money: And as to the Monies arising by and out of such Sale or Sales, the same are hereby directed and appointed to be paid, divided and applied by the said Trustees herein and hereby before nominated for the making of such Sale or Sales, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, in Manner following, (that is to say) in the first Place that the said Trustees, out of the Monies arising by the Sale or Sales of the Premises in the said County of L. shall pay off the said Sum of 13156*l.* 2*s.* 6*d.* reported Due on the said Mortgage of the said Premises in the said County of L. to be raised and born in the Proportions following, (that is to say) the Sum of 8309*l.* 4*s.* (being twelve Parts thereof, the whole in Nineteen equal Parts being divided) out of the Monies arising by Sale or Sales of that Part of the Manor of D. and other the Premises in the said County of L. herein before mentioned to have been limited for want of Issue Male of the said J. and G. Lord J. to the right Heirs of the said G. Lord J. and 4846*l.* 18*s.* 6*d.* (being seven Parts thereof, the whole in Nineteen equal Parts being divided) out of the Monies arising by the Sale or Sales of the Residue of the said Manors of D. and B. and other the Premises in the said County of L. and the said Trustees, out of the Residue of the Monies arising by the Sale or Sales of the said Premises in the said County of L. and also by the Monies arising by the Sale or Sales of the Premises in the said County of S. shall pay the Sum of 271*l.* 17*s.* for the Charges of passing this Act, and towards the said Trustees future Charges and Expences; and shall also pay the said Sum of 4003*l.* 1*s.* 6*d.* unto the said M. D. and the said Sum of 3725*l.* 1*s.* 6*d.* to the said G. H. their respective Executors, &c. which said Three last mentioned Sums amount in the whole to the Sum of 8000*l.* which is to be raised and born in Manner following, viz. the Sum of 2352*l.* 18*s.* 6*d.* Part thereof, (being Ten Parts, the whole 8000*l.* in Thirty-four equal Parts being divided) out of the Monies arising by the Sale or Sales of the Premises in the County of S. and 5647*l.* 1*s.* 6*d.* (being Twenty-four Parts of the said 8000*l.* the whole 8000*l.* in Thirty-four equal Parts being divided) out of the Monies arising by the Sale or Sales of the said Manor and Premises in the said County of L. in the Proportions following, viz. 3566*l.* 11*s.* 4*d.* (being twelve Parts of the said 5647*l.* 1*s.* 6*d.* the whole in Nineteen equal Parts being divided) out of that Part of the Manor of D. and other the Premises in the said County of L. herein before mentioned to have been limited for want of Issue Male of the said J. and G. Lord J. to the right Heirs of the said G. Lord J. and 2080*l.* 10*s.* 2*d.* (the remaining seven Parts of the said 5647*l.* 1*s.* 6*d.* the whole in Nineteen equal Parts being divided) out of the Money arising by the Sale or Sales of the Residue of the said Manors of D. and B. in the said County of L. and in the next Place, out of the Residue of the Monies arising by the said Sale or Sales of the Premises in the said County of S. shall pay the Sum of 4215*l.* 13*s.* 10*d.* to the said T. Lord Viscount W. and Sir J. T. or the Survivor of them, his Executors or Administrators, in Trust for the said H. L. J. for and in respect of her Interest in the Premises in the said County of S. during the Life of the said Lady C. her Mother, (the said Sum of 4215*l.* 13*s.* 10*d.* being over and above the Sum of 2352*l.* 18*s.* 6*d.* being the Proportion which the said Premises in the said County of S. is to bear for clearing the aforesaid Portions, and Charges of this Act) and out of the Residue of the Money to be raised by the Sale or Sales of the said Premises in the said County of L. shall pay unto the Lady C. W. her Executors, &c. the Sum of 13707*l.* 7*s.* 8*d.* being as well the Value set on her said Jointure in the said Premises in the said County of L. being 1900*l.* per Annum, as for 1463*l.* 8*s.* 6*d.* the Monies received by the said Sir J. J. out of the Rents of the said Jointure Estate, beyond his growing Interest, after the Death of the said J. Lord J. over and above the Sum of 4873*l.* 3*s.* 8*d.* allowed by her, and deducted for her third Part of the said Debt, reported Due on the said Mortgage, and of the said 1463*l.* 8*s.* 6*d.* so as aforesaid received by the said Sir J. J. and over and above 1882*l.* 17*s.* 2*d.* allowed by her for the third Part of the said 5647*l.* 1*s.* 6*d.* the Proportion charged on the said Premises in the said County of L. towards the Portions, and for the Charges of passing this Act, and the said Trustees future Charges and Expences; which said Sum of 13707*l.* 7*s.* 8*d.* is to be raised and born out of the said Premises in the said County of L. in the Proportion following (that is to say) the Sum of 8657*l.* 12*s.* 4*d.* (being twelve Parts of the said Sum

Application of the Money.

1. To pay off the Mortgage in various Proportions.

2. To pay the Charge of this Act and Trustees Expences.

3. To pay said M. D. and G. H.

4. To pay Money in Trust for H. S. J.

5. To pay Lady C.

- Sum of 13707*l.* 7*s.* 8*d.* the same being in Nineteen equal Parts divided) out of that Part of the said Manor of *D.* and other the Premises in the said County of *L.* beforementioned to be untailed; and the Sum of 5050*l.* 5*s.* 4*d.* (being seven Parts of the said Sum of 13707*l.* 7*s.* 8*d.* the same being in Nineteen equal Parts divided) out of the Residue of the said Manor of *D.* and the said Manor of *B.* and Premises in the said County of *L.* before mentioned to be intailed; and also out of the Monies to be raised by the Sale or Sales of the Premises hereby directed to be sold in the said County of *B.* the said (*Trustees*) or the Survivors or Survivor of them, shall pay unto *R. D.* of *Ec.* and *H. G.* of, *Ec.* or the Survivor of them, his Executors or Administrators, in Trust for the sole and separate Use of the said *M. S.* the Sum of 2666*l.* 13*s.* 4*d.* in respect of her Title to two Thirds of the said Premises in the County of *B.* for her Life; and unto *J. D.* of, *Ec.* and *R. L.* of, *Ec.* or the Survivor of them, his Executors or Administrators, in Trust for the sole and separate Use of the said *M. D.* her Executors or Administrators, the Sum of 1333*l.* 6*s.* 8*d.* in respect of her Title to the remaining Premises in the said County of *B.* for her Life: And as to the Residue of the Monies to be raised by the Sale or Sales of the same Premises in the said County of *B.* the said (*Trustees*) or the Survivors, *Ec.* shall pay Two fourth Parts thereof to the said Lord Viscount *W.* and Sir *J. T.* or the Survivor of them, his Executors or Administrators, in Trust for the said *H. L. J.* her Executors or Administrators; and shall pay one other fourth Part thereof to the said *R. D.* and *H. G.* or the Survivor of them, his Executors or Administrators, in Trust for the sole and separate Use of the said *M. S.* and shall also pay the remaining fourth Part thereof to *J. D.* and *R. L.* or the Survivor of them, his Executors or Administrators, in Trust for the sole and separate Use of the said *M. D.* her Executors and Administrators; and as to all the Residue of the Monies to be raised by the Sale or Sales of that Part of the Manor of *D.* and other the Premises in the said County of *L.* herein before mentioned to have been limited for want of Issue Male of the said *J.* and *G.* Lord *J.* to the right Heirs of the said *G.* Lord *J.* the said (*Trustees*) or the Survivors, *Ec.* shall pay the same to the said Lord Viscount *W.* and Sir *J. T.* or the Survivor of them, his Executors or Administrators, in Trust for the said *H. L. J.* her Executors or Administrators: And as to all the Residue of the Monies arising by the Sale or Sales of other the Premises in the said Counties of *L.* and *S.* the said (*Trustees*) or the Survivors, *Ec.* shall pay the same as followeth, *viz.* Two fourth Parts thereof to the said Lord Viscount *W.* and Sir *J. T.* or the Survivor of them, his Executors or Administrators, in Trust for the said *H. L. J.* and one other fourth Part thereof to the said *R. D.* and *H. G.* or the Survivor of them, his Executors or Administrators, in Trust for the separate Use of the said *M. S.* and the remaining fourth Part thereof to the said *J. D.* and *R. L.* or the Survivor of them, his Executors or Administrators, in Trust for the sole and separate Use of the said *M. D.* her Executors or Administrators. **Provided always,** That until such Sale or Sales be made as aforesaid, the Trustees hereby appointed for the Sale of the said respective Premises, their Heirs and Assigns, shall permit and suffer such several Persons to receive the Rents, Issues and Profits of the said several Premises respectively, as would have been intitled to the same, in case this Act had never been made; but the said Lady *C. W.* is to pay and discharge all Interest remaining due on the said Mortgage and Portions since the Time limited in the before mentioned Reports for the Payment thereof, till the said Mortgage and Portions shall be paid, out of the Rents and Profits of the said Premises charged therewith, or out of the Monies hereby directed to be paid to her the said Lady *C. W.* **Provided also,** and the said Money hereby directed and appointed to be paid to the said *R. D.* and *H. G.* or the Survivor of them, his Executors or Administrators, in Trust for the separate Use of the said *M. S.* as aforesaid, is upon special Trust and Confidence that the same or any Part thereof shall not be liable to the Controul, Debts or Incumbrances of the said *W. S.* her said Husband, or any claiming under him; that they the said *R. D.* and *H. G.* and the Survivor of them, his Executors, Administrators or Assigns, shall from time to time, and all times, put out, apply and dispose of the same Monies or any Part thereof, to such Person or Persons, and for such Uses, Intents and Purposes, as the said *M. S.* from time to time, separate and apart from the said *W. S.* her Husband, whether Covert or Discover, and notwithstanding her Coverture, by any Deed or Writing, Deeds or Writings, or by her last Will and Testament, or any Writing purporting her last Will and Testament, to be by her Sealed and Delivered or Published, shall appoint, direct or declare; and that under such Trusts, Qualifications, Conditions, Limitations, Powers and Agreements as she the said *M. S.* shall, notwithstanding her Coverture, appoint, direct or declare; and for want of such Appointment, Direction or Declaration, and until such Appointment, Direction or Declaration shall be made to pay the same, and also the Proceed and Increase thereof, to the said *M. S.* her Executors or Administrators, to her and their own proper Use and Benefit. **Provided always,** and it is hereby Enacted, That all or any of the Creditors of the said *W. S.* shall have the same Right to have Satisfaction of their said respective Debts, out of the Interest of the Monies arising by the said *M. S.*'s Share of the said Manors, Lands and Premises, as they could have had out of her
6. To pay to Trustees for the Use of said *M. S.*
7. The like of said *M. D.*
8. In Trust for *H. L. J.*
9. *M. S.*
10. *M. D.*
11. *H. L. J.*
12. *M. S.*
13. *M. D.*
- How the Rents, *Ec.* to be applied till Premises sold.
- Interest on Mortgage.
- The Money to be paid to the Use of *M. S.* not to be liable, *Ec.* to her Husband's Debts, *Ec.*
- How the same shall be applied.
- What liable to the Husband's Debts.

her said Share of the said Manors and Lands, as if this Act had never been made, and not otherwise.

Provided further, and the Monies hereby directed and appointed to be paid to the said Lord Viscount *W.* and Sir *J. T.* Trustees for the said *H. L. J.* is upon special Trust and Confidence, that they the said Lord Viscount *W.* and Sir *J. T.* and the Survivor of them, his Executors, Administrators or Assigns, shall from time to time, as often as occasion shall require, put out and dispose of the same at Interest, for the Improvement of the same, and for the Benefit and Advantage of the said *H. L. J.* and that such Monies to be so paid in Trust for the said *H. L. J.* or the Securities, upon which the same or any Part thereof shall be placed out as aforesaid, shall be paid or assigned over unto the said *H. L. J.* at her Age of Twenty-one Years or Day of Marriage, which shall first happen; and in case of her Death before her said Age of Twenty-one Years or Marriage, then the same to be paid or assigned unto her Executors or Administrators: **And**, For the preventing of all Controversies touching the said 20000*l.* so to be raised out of the said Estate of the said Lady *C.* as aforesaid, **It is hereby declared and enacted**, That the same shall be taken and deemed to be Part of the personal Assets of the said *J.* Lord *J.* and liable to pay his Debts, and re-imburse the said Lady *C. W.* the said Sums of 4873*l.* 3*s.* 8*d.* and 1882*l.* 17*s.* 2*d.* being deducted and allowed by her out of the Value of her Jointure and Rents received by Sir *J. J.* towards discharging the said Mortgage and Portions, and the Surplus thereof distributable, according to the Statute of Distribution. **Provided always**, and it is enacted by the Authority aforesaid, That the said Lord Viscount *S. E.* and all other the Trustees in this Act before named, and every of them, their several Heirs, Executors and Administrators, shall and may in the first Place deduct all the Costs and Charges which they or any of them shall be respectively put unto, in relation to the Execution of the Trusts hereby in them reposed or declared, or any of them, out of the Rents, Issues and Profits of the several Premises, or any Part thereof until Sale, or out of the Monies arising by the said Sale or Sales, or out of their respective Trust Monies or any Part thereof; and that they the said several and respective Trustees, their several Heirs, Executors and Administrators are to be, and shall be chargeable only for their wilful Defaults respectively, and not the one for the Default of the other or others of them, or of any acting under them or any of them, or employed or intrusted by them or any of them, in the Receipt, Keeping or Managing of any Monies to be raised and disposed of as aforesaid, according to the Purport of this Act; and that none of the said Trustees, their respective Heirs, Executors or Administrators, shall be liable or responsible for any Failure or Miscarriage, that, without their wilful Default or Neglect, may happen of any Security or Securities, Banker or Bankers, upon which or with whom the said Trust Money, or any Part thereof, shall at any time hereafter happen to be placed or put out: **Saving**, &c. (other than and except the said *T.* Lord Viscount *W.* and the Lady *C.* his Wife, *H. L. J. W.* *S.* and *M.* his Wife, *C. D.* and *N.* his Wife, and *G. H.* their respective Issues, Heirs, Executors and Administrators, and the Heirs of the Body or Bodies, and Heirs General of the said *G.* Lord *J.* and of *J.* Lord *J.* and all Persons claiming or which shall claim any ways in Trust for them or any of them) all such Right, &c. and also saving unto the said *J. M. H. M. K. M. W. F.* and *T. A.* their Executors, Administrators and Assigns, all such Right or Title as they the said *J. M. H. M. K. M. W. F.* and *T. A.* or any other Person or Persons in Trust for them, or any of them, have or hath, unto or in the said Mortgage originally made to the said Sir *J. J.* and by him assigned unto the said *J. M. H. M. K. M. W. F.* and *T. A.* by the Direction of the said Lord Viscount *W.* as aforesaid.

The Money to be paid for *H. L. J.* to be put out till she's of Age or Marries.

The 20000 *l.* to be raised out of Lady *C.*'s Estate, deemed Assets of Lord *J. J.* and liable to pay his Debts, and re-imburse Lady *C.* the Money allowed out of her Jointure.

Trustees may deduct Charges, &c.

Saving, &c.

An Act for the better Enabling the Executors and Trustees of Sir T. H. Bart. lately deceased, to raise Portions and Maintenances for his younger Children.

Whereas, &c. (Recital of Sir *T. H.*'s last Will, whereby he gives his Son *T. H.* at his Age of 21 Years his Manor of *H.* and an Estate in *S.* To hold to him from his Age of 21, and the Heirs Male of his Body; Remainder, &c. and gave the said Sir *R. H.* then his Son and Heir Apparent, all other his Manors, &c. not in his said Will otherwise bequeathed; to hold from his Age of 21 Years, and the Heirs Male of his Body; Remainder, &c. and gave to his Daughters *E. M. S.* and *N.* the Sum of 2500*l.* a piece, and to the Daughter which his Wife might happen to be withall at his Decease, 2000*l.* and unto every of the Daughters of such of the Sons of the said Sir *T. H.* as should happen to die without Heir Male of his Body 1000*l.* the said several Portions and Sums of Money to be respectively paid to the said Daughters at their several Marriages respectively; and directed that his Executor should receive the yearly Rents and Profits of the said Manor of *H.* and Lands in *S.* aforesaid, during the Minority of his said Son *T.* for and towards the Education of his Children, and also of all the Lordships, &c. given to his said Son *R.* during his Minority, or the Minority of such of his said Sons which should happen to enjoy the same; and that the said

PART II.

D

Execu-

Executors should let and dispose all the said Manors, &c. until the said R. should attain his full Age of 21 Years, for the Use and Education of the aforesaid Children; and that the said Children should be allowed, towards their Education and Maintenance, the several Sums following, (viz.) To his Son R. 100l. per Ann. till 17 Years old, and afterwards 300l. per Ann. till 21; and to his Son T. 60l. per Ann. till 17, and from thence 120l. per Ann. till 21; and to each of the said Daughters 40l. per Ann. till 18 Years old, and from thenceforth 100l. per Ann. till they should respectively marry). **And whereas** the said Sir T.H. had, after the making of the said Will, two Sons, G. and R. for whom no Provision is thereby or otherwise made, nor for the Maintenance of T. (who was also born after the making the said Will) until her Portion becomes payable; and it being doubtful whether in Strictness of Law the said Sir T.H. (by Reason of the Settlement herein after-mentioned) had Power by his Will to dispose of the Profits of some Part of the said Manors and Premises during the Minority of his eldest Son, as by the said Will is intended: **Wherefore**, and for the better Providing and Security of the Portions and Maintenances of the Daughters and younger Sons of the said Sir T.H. and the settling and assuring of the Estate devised by the said Will upon the Issue Male of the said Sir T.H. born after the making thereof; **May** it please your most excellent Majesties, That at the humble Petition of Dame E. Relict of the said Sir T.H. and of Sir N. Le S. Bart. R.W. Esq; H.O. Esq; and R.B. Doctor in Physick, Executors of the last Will and Testament of the said Sir T.H. It may be **Enacted, and be it enacted** by, &c. that the said Sir N. Le S. R.W. Esq; H.O. and R.B. their Executors and Administrators, shall and may, during the respective Minorities of the said Sir R.H. and T.H. receive and take all the Rents, Issues and Profits of the said Manors and Premises to them respectively limited as aforesaid, (other than such Parts thereof as are the Jointure of the said Dame E.H. for so long Time as she shall live) and dispose the same for and towards the raising of Portions and Maintenances for the Sons and Daughters of the said Sir T.H. as in the said Will is expressed; and thereout also to pay and allow unto the said T. the yearly Sum of 40l. until she shall attain the Age of 18 Years, and from thenceforth 100l. yearly until she shall be married, and the Sum of 2000 l. at her Day of Marriage or Age of 21 Years; which shall first happen; but in case she dies unmarried, such Sum to revert to the said Sir R.H. and to the said G. and R. towards their respective Educations and Maintenances, each of them the Sum of 40l. yearly, till they shall attain their respective Ages of 17 Years, and afterwards 80l. yearly, until they shall attain their several and respective Ages of 21 Years; the said several Maintenances to be respectively payable and paid to the Sons and Daughters of the said Sir T.H. at the Feasts of, &c. the first Payment, &c. **And be it further enacted** by, &c. that in case the Rents and Profits of the said Manors and Premises to be received as aforesaid, shall (with the Overplus of the Personal Estate of the said Sir T.H. which is to be applied for that Purpose) not be sufficient to pay and satisfy the said Maintenances and Portions; that it shall and may be lawful to and for the said Executors of the said Sir T.H. or the Survivors or Survivor of them, or the Executors or Administrators of such Survivors, and they have hereby full Power and Authority to receive and take the Rents, Issues and Profits, and otherwise dispose by Mortgage or Sale of such of the said Manors and Premises as are not comprised in the Settlement made by the said Sir T.H. bearing Date, &c. wherein the Jointure of the said Dame E. is settled, and other than the said Manors and Premises in H. and S. aforesaid, as they shall think fit: **Subject nevertheless** to the Annuities herein before mentioned, until and to the Intent the said Portions and Maintenances shall be thereby or otherwise fully raised and paid: **And further** that the same Manors and Premises shall according to a Codicil intended to have been annexed to the said Will be, and they are hereby, charged with the Yearly Payment of 100l. a-piece to the said G. and R. respectively, during their respective Lives, at the said Feasts of, &c. without any Defalcation, &c. the first Payment thereof to begin and be made at such of the said Feast-Days as shall next happen after they shall attain their respective Ages of 21 Years; and in case the said several yearly Rents of 100l. or either of them shall be behind or unpaid by the Space of 40 Days next after either of the said Feast-Days whereon the same ought to be paid as aforesaid, it shall and may be lawful for the said G. and R. respectively, and their respective Assigns, into the said Manors and Premises, or any Part thereof, to enter and distrain, and the Distress and Distresses then and there to secure on the Premises, or to take, lead, drive and carry away, sell or dispose according to Law, towards Satisfaction and full Payment of the said respective yearly Rents, and the Arrearages thereof: **And be it further enacted** by, &c. that from and after the several Deceases of the said Sir R.H. and T.H. without Heirs Male of their several and respective Bodies coming, the said Manors and Premises to them respectively devised, as aforesaid, and which are not contained in the said Settlement, shall vest in, and be held and enjoyed by the said G. and the Heirs Male of his Body; and for Default of such Issue by the said R. and the Heirs Male of his Body; and for Default of such Issue, the said E.M. S.N. and T. and the Daughters of the Sons

Children born after the Will.

Doubtful whether Sir T. H. could make such Will.

Wherefore to provide Portions for younger Children, and settling Estate on his Issue Male born after the Will;

It is enacted that his Executors, during the Minorities of Sir R. H. and T. H. may receive Rents, &c.

to pay the Portions, &c.

And in case such Rents, &c. with the Overplus of the Personal Estate shall not be sufficient, the Executors may take the Profits, mortgage or sell Premises. Subject, &c.

And chargeable, &c.

Clause of Distress.

After the Deceases of the Sons born before the Will without Heirs Male,

Premises to go to the Sons

Sons of the said Sir T. H. and their Heirs for ever: Saving to the King, &c. and to the said Dame E. and to S. B. Wife of T. B. Esq; and to A. H. Sisters of Sir R. H. long since deceased, and Aunts to Sir T. H. also deceased, and all and every other Person, &c. (other than the several Sons and Daughters of the said Sir T. H. and their respective Heirs and Assigns,) all such Estate, &c.

born after the Will, &c. Saving, &c.

An Act for better enabling the Honourable J. B. Esq; to raise Portions for his younger Children.

Whereas by Indenture Tripartite, bearing Date, &c. made between J. B. Esq; (by the Name and Designation of the Honourable J. B. of S. &c. second Son of the Right Honourable the Earl of A.) and E. Wife of the said J. B. of the first Part, Sir W. H. of, &c. and J. R. of, &c. of the second Part, and R. R. of, &c. and W. S. of, &c. of the third Part, and a Fine *sur Conusance de droit Come ceo*, &c. thereupon had and levied, all that, &c. in the County of L. whereof or wherein the said E. or any others in Trust for her, had any Estate of Freehold or Inheritance in Possession, &c. or had any Estate whatsoever in Law or Equity, were limited and settled to the Uses, Intents and Purposes, and upon the Trusts, and with and under the Provisoos, Powers, Charges and Limitations following, *viz.* To the Use of the said J. B. and E. his Wife, for and during the Term of their natural Lives, and the longer Liver of them, without Impeachment of or for any Manner of Waste; and after the Determination of their said Estates, to the Use of the said Sir W. H. and J. R. their Heirs and Assigns, for and during the natural Lives of the said J. B. and E. his Wife, and the longer Liver of them, to the Intent to preserve contingent Uses; and from and after the Decease of the said J. B. and E. to the Use of the said Sir W. H. and J. R. their Executors, &c. for the Term of 500 Years next insuing the Death of the said J. B. and E. his Wife, upon the Trusts, and to the Intents and Purposes in the said Indenture declared touching the same; and after the Expiration or other Determination of the said Term of 500 Years, to the Use of W. B. first Son of the said J. B. and E. his Wife, and the Heirs Male of his Body issuing; and for Default of such Issue, to the Use of J. B. second Son of the said J. B. and E. his Wife, and the Heirs Male of his Body issuing; and for Default of such Issue, to the Use of the third, &c. And as touching and concerning the said Term of 500 Years limited to the said Sir W. H. and J. R. their Executors, &c. as aforesaid, the same is by the said Indenture declared to be upon Trust, and to the Intent, that they the said Sir W. H. and J. R. their Executors, &c. by Leasing, Mortgaging, or by Sale or Sales of the said Manors, &c. or of any Part or Parcel thereof, and of all their said Estate therein, to any Person or Persons whatsoever, for any Term or Number of Years, as to them shall seem meet, or otherwise should, immediately after the Decease of them the said J. B. and E. his Wife, raise and levy the full Sum of 1000 l. to be paid to such Person or Persons, as the said J. B. should by any Writing under his Hand and Seal, or by his last Will direct or appoint; and from and after the raising the said Sum, or in Default of such Appointment as aforesaid, then upon this further Trust and Confidence, that in case there should be any Issue Male of the Body of the said J. B. and E. his Wife, and one or more other Child or Children of the said J. B. and E. his Wife, living at the Time of the Commencement of the said Term of 500 Years in Possession, then upon Trust, that they the said Sir W. H. and J. R. their Executors, &c. should, by Leasing, Mortgaging, or by Sale or Sales of the said Manors, &c. and Premises so to them limited for 500 Years, or of a competent Part thereof, and by and with the Rents and Profits thereof raise and levy for the Portion and Portions of all and every such Child and Children, (other than and except the eldest Issue Male of their Bodies then living, who would be intitled to the Freehold of the said Premises, by Virtue of the Limitation aforesaid) such Sum and Sums of Money, and at such Time or Times, and in such Parts or Portions, as the said J. B. and E. his Wife, at any Time or Times during their Joint-Lives, by any Writing or Writings under their Hands and Seals, attested by three or more credible Witnesses, should direct, limit or appoint; and in Default of such Direction, Limitation or Appointment, then to raise and levy by the Ways and Means aforesaid, or either of them, the Sums herein after-mentioned, *viz.* If but one such Child, (not being intitled to the Freehold) the Sum of 4000 l. and if more than one, then the Sum of 6000 l. equally to be divided between them; such respective Portions to be paid to the younger Son or Sons at his or their respective Age of 21 Years, and to every Daughter at the like Age or Day of Marriage, which should first happen; but upon this further Trust, that until such Portions should respectively become payable, they the said Sir W. H. and J. R. their Executors, &c. should, out of the Profits of the said Premises, raise for the Maintenance and Education of such Child or Children, such Sums of Money as they should think

Recital of a Settlement of Lands

to the Use of J. B. and E. his Wife for their Lives, then to Trustees for 500 Years, and after that Term to the Use of the first, &c. Son.

The said Term is declared to be upon Trust to raise 1000 l. to be paid according to Appointment.

Portions for younger Children.

think

A Power to
revoke the
Uses and limit
new ones.

E. B. dead,
and no Ap-
pointment
made touching
the younger
Children's
Portions.

Advantage of
preferring the
younger Chil-
dren.

The Father
and eldest Son
are desirous
that the 1000*l.*
and the Por-
tions should
be raised and
paid, of such
as are then
living.

To remedy
such Inconve-
nience,

it is Enacted,
that Premises
be vested in
Trustees for
1000 Years to
raise the said
1000 *l.* the
said 6000 *l.*

the 1000 *l.* to
be paid to the
said *J. B.* his
Executors,
&c. and the
6000 *l.* for
the younger
Children ac-
cording to
his Appoint-
ment.

And for want
thereof 1200*l.*
to *F. B.* and
1200*l.* a-piece
to *W. H.* and
K. and 1200*l.*
to *B. B.*

Provision in
case of any of
their Deaths.

think fit, not exceeding the Interest of their respective Portions: And (amongst other Things) it is provided, that if there be no such Issue Male as aforesaid, living at the Commencement of the said Term of 500 Years, or any other Child or Children then living, besides one Son, then the said Term of 500 Years should cease and determine; with a Power in the said Indenture reserved or limited, for the said *J. B.* and *E.* his Wife, jointly to revoke the Uses and Trusts aforesaid, and limit new ones, as by the said Indenture, and the Records of the said Fine doth appear: **And whereas** the said *E. B.* is since dead, and no Appointment hath been made touching the Portions of such younger Children, nor have any the Uses or Trusts aforesaid been revoked or altered in Execution of the Power for that Purpose left in the said *J. B.* and *E.* his Wife; and at the Time of her Death the said *E.* left Issue by the said *J. B.* five Sons and one Daughter; namely, the said *W.* her eldest Son, and the said *F.* her second Son, which *W.* and *F.* have attained their Ages of Twenty-one Years; and also *W.* of the Age of Twelve Years, *H.* of the Age of Eight Years, *K.* of the Age of Six Years, and *B.* of the Age of Eighteen Years, and no other Child: **And forasmuch** as it would be greatly for the Advantage and Preferment of the said younger Sons, that the said Portions should be made payable to them as they shall respectively attain to their Ages of Twenty-one Years, and of the said Daughter at that Age or Marriage; and the said *J. B.* and *W. B.* his Son, are desirous the said 1000*l.* and the said Portions, should be so raised and paid accordingly: But in Regard the said respective Sums of 4000*l.* and 6000*l.* are by the Limitation aforesaid, contingent and to be raised only, in case there shall be some younger Child or Children living at the Time of the Commencement of the said Term of 500 Years in Possession, which Term does not commence till after the Death of the said *J. B.* and are then to be applied only for the Portion and Portions of such younger Child or Children as shall be then living, none of the Portions can, by Virtue of the Trusts aforesaid, be raised or even secured or ascertained in the Life-time of the said *J. B.* and such Portion or Portions will go and be payable only to such younger Child or Children as shall happen to survive him the said *J. B.* which Mischief and Inconvenience, by Reason of the Minority of four of the said younger Children cannot be remedied without Authority of Parliament; may it therefore, &c. upon the humble Petition of the said *J. B.* *W. B.* and *F. B.* and also of the said *W. B.* *H. B.* *K. B.* and *B. B.* the Infants, by the said *J. B.* their Father and Guardian, That it may be **enacted; And be it enacted** by, &c. That the said respective Manors, &c. comprized in the said Indenture and Fine from and after the Day of &c. shall be, and are hereby vested in the said Sir *W. H.* and *J. R.* their Executors, &c. for the Term of 1000 Years commencing from the Day of &c. **Nevertheless upon the Trusts,** and to and for the Intents and Purposes hereafter limited and expressed, (that is to say) Upon Trust that they the said Sir *W. H.* and *J. R.* and the Survivor of them, his Executors, &c. shall and do, with all convenient Speed, by and with the Consent of the said *J. B.* (if living) by Mortgage, &c. of all or any Part of the said Term of 1000 Years, of all or any Part of the said Manors, &c. hereby in them vested, raise in the first Place the said Sum of 1000*l.* and in the next Place, the said Sum of 6000*l.* and the Charges and Expences in or about this Act, and the Execution of the Trusts hereby directed; which said respective Sums of 1000*l.* and 6000*l.* so respectively to be raised, shall be paid and applied in Manner following, (that is to say) The Sum of 1000*l.* to the said *J. B.* his Executors, &c. in Satisfaction of the said Sum of 1000*l.* appointed to be paid as he should direct; and the remaining Sum of 6000*l.* for the said *E. B.* *W. B.* *H. B.* *K. B.* and *B. B.* the five younger Children of the said *J. B.* and *E.* his late Wife, in such Shares and Proportions, and at such Time and Times, as the said *J. B.* by any Deed or Deeds, from Time to Time, by him to be executed in the Presence of two or more credible Witnesses, or by his last Will, in like Manner attested, shall limit and direct; and for want of such Direction, in Manner following, (that is to say) The Sum of 1200*l.* Part thereof to the said *F. B.* within one Month after the same shall be so raised, and the Sum of 1200*l.* a-piece, making together the Sum of 3600*l.* to the said *W. H.* and *K. B.* as they shall respectively attain to their respective Ages of Twenty-one Years; and the remaining Sum of 1200*l.* to the said *B. B.* at her Age of Twenty-one Years or Day of Marriage, which shall first happen; so as such Marriage be with the Consent of the said *J. B.* (if living;) and in case any of the said Children shall die before his or her Portion shall become payable, by Virtue of this Act, that then the Portion or Portions of such of them so dying, shall go to the Survivors or Survivor of the said younger Children, to be equally divided amongst them, if more than one; and so to be payable to each surviving Child, when his or her original Portion shall become payable, by Virtue of this Act; and in case all the said younger Children shall die before their said respective Portions shall become payable, that then such Portions shall be sunk, and go for the Benefit of such Person or Persons who shall be intitled to the Reversion and Remainder of the said Manors, Hereditaments and Premises, by Virtue of the Limitations in this

this Act: **And upon further Trust**, that in the mean Time, and until such Portions shall become payable as aforesaid, that they the said Trustees shall and do from Time to Time place out the said Portions, by and with the Consent of the said *J. B.* if living, upon any Publick or other Security at Interest, which Interest shall from Time to Time, till such Portions shall become payable, be had, received and taken by the said *J. B.* and his Assigns, during his Life, and afterwards shall be applied and employed to and for the Maintenance and Education of such younger Child or Children, to whom such Portion or Portions shall respectively belong: **And upon this further Trust**, that they the said Sir *W. H.* and *J. R.* and the Survivor of them, his Executors, Administrators and Assigns, shall stand seised of such Part of the said Manors, Hereditaments and Premises, as shall remain unfold for the Remainder of the said Term of 1000 Years; subject nevertheless to such Mortgage or Mortgages, as shall be made thereof pursuant to the Trusts aforesaid, in Trust for such Person or Persons, as shall be intituled to the Freehold and Inheritance of the said Premises, by Virtue of the Limitations herein after-mentioned: **And it is hereby further Enacted and Declared**, That the Reversion and Inheritance of all and every the said Manors, Lands, Hereditaments and Premises, comprized or intended to be comprized in the said Indenture and Fine, shall from thenceforth (subject to the said Term and Estate of One Thousand Years, herein before vested in the said Sir *W. H.* and *J. R.*) remain, continue, and be to the Uses, Intents and Purposes herein after mentioned, (that is to say) To the Use of the said *J. B.* for and during the Term of his natural Life, without Impeachment of Waste; and from and after his Decease, to the Use of the said *W. B.* and the Heirs Male of his Body, and for Default of such Issue, to the Use of the said *E. B.* and the Heirs Male of his Body; and for Default of such Issue, to the Use of the Heirs of the Body of the said *J. B.* on the Body of the said *E.* his Wife begotten; and for Default of such Issue, to the Use of the right Heirs of the said *J. B.* for ever: **Provided** always, and it is hereby Enacted and Declared, That the said respective Portions and Sums of Money hereby directed and appointed to be raised, shall be, and are hereby declared to be, in Satisfaction and Discharge of all Sum and Sums of Money, which the Daughter and younger Sons of the said *J. B.* and *E.* his late Wife, or the Executors or Assigns of the said *J. B.* shall or might claim, or be any ways intituled to, at or after Commencement of the said Term of 500 Years, out of all or any the Manors, &c. by Virtue of the said Term of 500 Years, or the Trusts thereof declared: **And it is hereby further Enacted** by the Authority aforesaid, That the several Trustees by this Act named, and every of them, their and every of their Executors, &c. shall be, and are hereby indemnified and saved harmless, for every Sale or Mortgage which shall be made, and for every Security which shall be taken in Pursuance of this Act, so as such Sales, Mortgages or Securities respectively be made or taken, with the Consent or Approbation of the said *J. B.* testified in Writing under his Hand, if living; and in case of his Death, then with the Consent and Approbation of the said *W. B.* if living; and that it shall and may be lawful to and for the said Trustees by this Act named, and the Survivor, &c. out of the Monies which shall come to his and their Hands, by Virtue of this Act, in the first Place, to pay and discharge all Costs and Charges in and about passing this Act, and in the next Place, retain, deduct and satisfy for him and themselves, all such Charges and Expences, as they or either of them shall be put unto, or any wise sustain in passing this Act, or any Thing relating thereto, or in Execution of the Trusts herein declared or contained; and that none of the Trustees by this Act named, nor the Executors or Administrators of either of them, shall be answerable or accountable for any Sum or Sums of Money whatsoever, but such as he or they shall respectively actually receive, and not one of them for the Receipts, Acts or Defaults of another of them, but each of them for his own Acts, Receipts and wilful Defaults only, and not otherwise: **Provided**, and it is hereby further Enacted by the Authority aforesaid, That the Receipt or Receipts of the said Trustees, or the Survivor of them, or of the Executors or Assigns of such Survivor, shall from Time to Time be a sufficient Acquittance and Acquittances, Discharge and Discharges, to any Mortgagee or Mortgagees, Purchasor or Purchasors, for such Sum and Sums of Money as he or they shall advance, lend or pay upon such Mortgage or Mortgages, or for such Purchase or Purchases respectively, notwithstanding the several Trusts herein before limited and appointed, of and concerning the said Monies so to be raised by such Mortgages or Sales aforesaid; and that no Misapplication, Want of Application, or other Loss or Imbezilment of the said Monies so to be advanced or paid upon such Mortgages, or for such Purchase or Purchases, or of any Part or Parcel thereof, shall in any wise affect or be hurtful, or prejudicial to any such respective Mortgagee or Mortgagees, Purchasor and Purchasors; but that every such Mortgagee or Mortgagees, Purchasor or Purchasors shall hold and enjoy the Manors, Lands and Hereditaments, which shall be so mortgaged or purchased as aforesaid, against the said *J. B.* and the Heirs Male of the Body of the said *J. B.* on the Body of the said *E. B.* begotten, and against the Heirs of the said *J. B.* and the said *E. B.* and against the Heirs of either of them, and all

Till Portions become payable, the Trustees to place them out at Interest for the younger Children.

Trustees to stand seised of the said Premises unfold, in Trust, &c.

The Reversion and Inheritance of the Premises shall be (subject to said 1000 Years) to the Use of *J. B.* for Life, then to his eldest Son and his Heirs Male, &c.

Provide that the said Portions are in full Satisfaction.

Indemnity of the Trustees acting according to the Direction of *J. B.* and his eldest Son, &c.

Costs and Charges to be allowed, &c.

Trustees Receipts good to Purchasors, &c.

Saving, &c.

Persons claiming any Estate or Interest therein, by Virtue of the said Term of 500 Years, or of the said Indenture and Fine, as aforesaid; any Thing in the said recited Indenture and Fine contained to the contrary notwithstanding: **Saving nevertheless** to the King, &c. (other than and except the said J. B. and his Heirs, and the Heirs of the said E. his Wife, the said W. B. and the Heirs Male of his Body, F. B. W. B. H. B. K. B. and the Heirs Male of their respective Bodies, and the Heirs of the Body of the said J. B. and E. his Wife, and the said B. B. and her Heirs, and the said Sir W. H. and J. R. their Executors, Administrators and Assigns, in Respect of the said Term of 500 Years, vested in them by the said recited Indenture and Fine, and all and every Person and Persons, any Estate, &c. in Trust, and for the Benefit only of the Parties before excepted, or any of them, by Virtue of the said recited Indenture and Fine) all such Right, &c.

An Act to enable the Trustees of W. E. an Infant, to sell Part of his Estate, for Payment of his Father's Debts on Specialties.

Recital of the Father's Will, whereby he devises his Estate, in Trust for the Maintenance and Education of his only Son; and provides for the Tuition and Maintenance of his Daughters.

Mistaken in the Will of Guardian's Name.

Assignment of Guardianship of the Daughters.

Testator willed the Trustees to convey his Estate to his Son (when of Age) and his Heirs, &c. Testator's Debts.

No Provision made by Testator for Payment thereof. Amount of Personal Estate not sufficient to pay. Creditors on Specialties insist on Payment.

It is therefore Enacted, that the Trustees shall sell the Estate of, &c.

Whereas W. E. late of, &c. Esq; deceased, (Father of the said Infant) being in his Life-time seised in Fee-simple of and in the Manor, &c. did on the ——— Day of, &c. make his last Will and Testament in Writing, and thereby give and devise unto, &c. (Trustees) all his Manors, &c. of what Nature or Quality soever, and also all his Personal Estate whatsoever, in Trust, that they the said Trustees should allow his Son, the said W. E. to whom he committed his Tuition until he should attain the Age of 21 Years, so much for his Maintenance and Education as they should think fit, until his Age of 16 Years (he being now 15 Years old) and from that Time to pay him out of the Rents and Profits of the said real and personal Estate 200*l.* per Annum, Quarterly, clear of all Taxes, until his Age of 21 Years; and also pay 250*l.* per Annum, Quarterly, clear of Taxes, unto Mrs. M. R. for the Maintenance and Education of B. and E. E. (the said Testator's Daughters) until they shall respectively attain their Age of 18 Years, (one of them being now of the Age of nine Years, and the other of the Age of seven Years) and then to raise and pay to the said B. and E. out of the said Estate, 2500*l.* a-piece; and if either of them died before such Age, then to pay the Survivor of them 4000*l.* and the said Testator committed the Tuition and Education of his said Daughters to the said M. R. (their Aunt.) **And whereas** M. B. Aunt to the said B. and E. E. is, and was the Person intended by the said Testator in his said Will, altho' the Name of M. R. was by Mistake inserted in the said Will instead of M. B. to whom the said Testator intended to devise the Tuition of his said Daughters, together with the said Annual Sum of 250*l.* for their Maintenance and Education: **And whereas** the said M. B. hath by Indenture, bearing Date, &c. and duly executed under her Hand and Seal, surrendered and assigned unto the said J. E. the Guardianship, Tuition and Education of the said B. and E. E. and also the said yearly Sum of 250*l.* and the Reception thereof, and all her Right, Title and Interest of, in and unto the same: **And whereas** the said Testator also Willed that the said Trustees should convey and assign unto his said Son (when of the Age of 21 Years) and his Heirs, all his said Estate; but if he died before such Age without Issue, then he devised all his Estate to his said Daughters, except, &c. which he in such Case gives to his Brother J. E. and his Heirs: **And whereas** the said Testator at his Death did owe unto W. M. of, &c. and others, upon several Mortgages of Part of his Estate; and also by Bonds, several Sums of Money, which are estimated to amount in the whole to the Sum of 6135*l.* Principal Money, besides a great Arrear of Interest; and was then also indebted to several other Persons, by Books and simple Contract, several other Sums of Money, estimated to amount in the whole to the Sum of 1959*l.* and made no Provision by his said Will for Payment of any of his Debts: **And whereas** the said Testator's Personal Estate amounts by Estimation, to no more than 1261*l.* which not being sufficient to discharge the said Book-Debts, his Creditors by Specialties do insist to have a Satisfaction for the said 6135*l.* with the Interest thereof, out of his Real Estate, which cannot be done without selling some Part thereof; and no Sale can be made by Reason of the Infancy of the said Children, but by the Authority of Parliament; and forasmuch as the speedy Payment of all the said Debts will be of great Advantage to the said W. E. the Infant, whose Estate will otherwise be greatly reduced by a continued Interest for the said Debts: **In Consideration whereof**, the said W. E. the Infant, by the said J. E. his Grandmother and Guardian, doth most humbly beseech your most excellent Majesty, That it may **Enacted, and it is Enacted**, by, &c. That they the said Trustees, J. E. T. C. J. W. and T. G. and their Assigns, and the Survivors, &c. shall and may, and are hereby fully and effectually enabled and empowered absolutely to sell and dispose of the said Manor of S. &c. and every or any Part of the said Premises, to the best Purchaser or Purchasers that can reasonably be gotten for the same; and with the Money arising by and from such Sale shall pay off and discharge all the Debts

Debts of the said *W. E.* deceased, secured by Mortgages, Bonds and other Specialties, and all Interest which now is or shall become due for the same, as far as the said Purchase-Money will extend and amount unto; and if there be any Overplus after such Payments as aforesaid, the same shall remain in the Hands of the said Trustees and the Survivors or Survivor of them, and the Executors, &c. under the same Trust as the said Premises hereby directed to be sold, are subject to by the Will of the said Testator in all Things; except that if it shall happen that all the Debts of the said Testator, secured by Mortgage or other Specialties, be not yet discovered; and that some other Debt or Debts, so secured, shall hereafter be found out, affecting the Real Estate of the said Testator; in such Case the said Overplus Money shall be liable to pay off and discharge such Debt or Debts as aforesaid, with the Interest due thereupon; any Thing in this Act contained to the contrary thereof in any wise notwithstanding: **And it is hereby further Enacted and Declared,** That all and every such Purchaser and Purchasers, and his and their Heirs and Assigns, shall hold and enjoy the said Manor, Hereditaments and Premises, or so much thereof as they shall respectively purchase, freed and discharged of and from all the Right, Title, Interest and Trust, which the said Infants, *W. E. B. E.* and *E. E.* or any of them, their or any of their Heirs, Executors or Administrators, or any other Person or Persons claiming or to claim by, from or under them the said *W. B.* and *E. E.* or any of them, or any Creditors by Specialty of the said *W. E.* the Testator, (other than Tenants for Years in Possession under yearly Rents) might have or claim, of, in, unto or out of the same or any Part thereof; and that such Purchaser or Purchasers shall and may pay his or their Purchase-Money or Purchase-Monies to the said Trustees, or any of them, or the Survivors or Survivor of them; (*Proviso that Trustees shall not be answerable one for the other, and for Allowance of Expences, &c. See before.*) **Saving** nevertheless, &c. (other than Creditors by Specialty of the said *W. E.* deceased, and the said Infants, *W. B.* and *E. E.* and their Heirs, &c. and all other Person and Persons claiming or to claim by, from or under them or any of them, (not being Tenants for Years in Possession under yearly Rents) all their Estate, &c.

Clause in Favour of Purchasers.

An Act for the Enabling P. Viscount S. to sell certain Lands and Tenements for the Payment of his Debts.

Whereas *P. Viscount S.* within the Kingdom of Ireland, coming to the Age of 21 Years, in the Year, &c. and being seised in Fee-simple of and in several Lordships, &c. in the County of *K.* which descended unto him by the Death of, &c. and having before that Time married the Lady *J.* one of the Daughters of the Right Honourable *R. Earl of L.* did in — Term *Anno Domini*, &c. voluntarily, and without any Consideration of Money paid by the said Earl of *L.* (either before or after his said Marriage) levy and suffer a Fine and Common Recovery of the Manors of, &c. in the County of *K.* (amongst other Things); **And** by a certain Indenture, &c. Between, &c. the Use of the said Fine and Recovery was declared to be, *As for and concerning the said Manors and Lordships of S. and B. to the Use of the said A. S. J. P. and C. H. their Heirs and Assigns upon special Trust*, that they might by Sale, Mortgage or Demise, raise the Sum of 4000*l.* and dispose the same for the Payment of the proper Debts of the said Viscount, then owing; **And** as for the other Manors of *S. and P. to the Use of the said Viscount for the Term of 99 Years*, if he so long lived, without Impeachment of Waste, and after the Determination of that Estate, to the said (Trustees) and their Heirs, during the said Viscount's Life, to preserve the contingent Uses, to wit, to the Use of the First, &c. Sons, &c. Daughters, &c. **And** for want of such Issue Male or Female as aforesaid, to the Use of the said (Trustees) and their Heirs, in Trust, that in Case the said Viscountess survived the said Viscount, the said Trustees, their, &c. should dispose of the Fee-simple of the said Manors as the said Viscountess should appoint by Deed or last Will in Writing under her Hand and Seal, in the Presence, &c. and for want of such Appointment, to the said Viscountess and her Heirs; and if the said Viscount should survive the said Viscountess, then the said Trustees should dispose the Fee-simple of the said Manors, as the said Viscount should appoint under his Hand and Seal: **And whereas** the said *J. P.* and the said *C. H.* refusing to intermeddle in the Trust; in Pursuance of a Decree in the High Court of Chancery, made, &c. released their Right and Interest of and in the said Manors unto the said *A. S.* and his Heirs: **And whereas** the said Viscount had in the Year, &c. by Reason of his Imprisonment under the late Usurping Powers, for his free Contribution towards, and Loyal Endeavours for, the most happy Restoration of his most Sacred Majesty King *Charles* the Second, to this Kingdom, and by Reason his Debts amounting to 4000*l.* and upwards, which should have been paid by the said *A. S.* out of the said Manors, as aforesaid, were not paid, altho' he the said *A. S.* received the Profits thereof, increased his Debts to the Sum of 10000*l.* for Security and Payment whereof they the said Vis-

Recital of *P. Viscount S.* being seised, levying and suffering a Fine and Recovery on marrying Lady *J.*

Declaration of the Uses.

Two Trustees refuse the Trust; Release thereof to *A. S.* Debts.

course

Security given. count. and Viscountess J. his Wife, and A. S. aforesaid, by Advice of Learned Counsel in the Law, by their Indenture bearing Date, &c. to the Intent a Fine might be therefore levied, *did* Grant, &c. to T. H. and his Heirs, *All* that Reversion or Remainder in Fee-simple of the said A. S. of the Manors aforesaid in the said County of K. with the Appurtenances, and all the Lands, &c. of the said Viscount S. to the said Manors belonging: **And whereas also** the said Viscountess is since dead, and the said Viscount married unto the Right Honourable M. Viscountess S. Daughter of T. P. Esq; **And whereas** the said Viscount S. hath not any considerable personal Estate wherewith to satisfy his said Debts, nor any Lands whereof he can make Sale towards the Discharge thereof, nor will be any ways able to extricate himself from so a great Mischief without the Assistance of an Act of Parliament to enable him to sell Part of his Lands, so settled as in the first mentioned Indenture is contained: **And whereas** since the Settlement aforesaid, and since the said Fine and Recovery levied and suffered, and the several Debts and Fines thereupon made, whereby the said Debts were in such sort endeavoured to be secured, a Daughter named D. is born to the said Viscount of the Body of the said Viscountess, inheritable in Tail by Virtue of the first Settlement, notwithstanding all or any the subsequent Acts: **And whereas** the said A. S. has absented himself in some Foreign Parts beyond the Seas, ever since the coming of his Sacred Majesty into his Kingdoms, and has not concurred, by Reason of his said Absence, in such Ways and Means, as by the Counsel learned, &c. was advised for Sale of Part of the said Viscount's Lands, or for the paying or securing any of the said Debts thereby, insomuch that the same Debts do daily increase by Addition of Interest, that in a short Time the said Viscount and his Family will be in great Danger to be ruined, and yet several of his Creditors be defeated and defrauded of their Debts: **May, &c.** at the humble Suit of the said Viscount, as well on the Behalf of himself as of his Creditors, to vouchsafe that it may be enacted, **And be it Enacted** by, &c. That the Manors, &c. lying, &c. in the County of K. with their, &c. Rights, &c. together with, &c. shall from and after the — Day of, &c. be actually vested and settled in C. H. J. P. and O. G. their Heirs and Assigns, and that from and after the said — Day of, &c. they the said (*Trustees*) shall be adjudged and taken to be seised thereof, and of every Part, &c. to them and their Heirs, and may hold and enjoy the same free from any Estates, Uses, Limitations, Remainders, Charges or Provisoos, had and made in and by the said Indenture *Quadripartite* of the, &c. (other than such Annuities, or Rent-charges as are thereby charged on the Premises, and hereafter particularly expressed and provided for,) or in and by the said Indenture of Bargain and Sale of the, &c. to the said A. S. and his Heirs: **Upon Trust nevertheless**, that the said (*Trustees*) and the Survivors, &c. shall by Sale thereof, or any Part thereof, raise the Sum of 10000*l.* of, &c. or so much as the said Lands will yield, to be sold for the Discharge of the several Sums hereafter mentioned, (that is to say) The Sum of, &c. and all such other Debts and Interest as the said Viscount does now owe: **And be it further Enacted** by, &c. that if any Sum or Sums of Money shall remain in the Hands of the said Trustees, or any of them, from and after the Satisfaction of the said respective Debts with Interest, then the said Trustees, &c. (deducting, &c. Expences, &c.) shall and are hereby enjoined and required to apply and dispose of the said Monies so remaining in their Hands, and the yearly Increase thereof, after the Decease of the said Viscount, to the Sale, Use and Benefit of such Issue or Heir, to whom the said Lands hereby enacted to be sold, should or ought to have descended and come after the Death of the said Viscount and Viscountess, by the Intent and true Meaning of the said recited Indenture *Quadripartite*: **Provided always**, that nothing herein contained shall extend to impeach or make void one Rent-charge of, &c. with the Arrearages thereof charged upon the Premises (amongst other Lands) by the said Indenture *Quadripartite*, and payable to, &c. nor to impeach or make void one other Rent-charge, &c. but that the said respective Annuities or Rents and Arrears shall be continued payable and recoverable, according to the Purpose of the said Indenture *Quadripartite*, and as the same were and should have been before the Passing of this Act; any Thing, &c. notwithstanding.

An Act to enable Trustees to cut and sell Timber on the Estate late of A. H. Esq; deceased, and for applying the Money thereby arising towards Payment of his younger Childrens Portions provided by his Marriage Settlement, and also for transferring certain Estates by the same Settlement, now vested in R. N. Esq; to other Trustees on the same Trusts.

A. H.'s Marriage Settlement.

Whereas A. H. late of, &c. (now deceased) in Consideration of a Marriage to be had between him and M. B. one of the Daughters of, &c. (and which was accordingly had and solemnized between them) by Indentures of Lease and Release, the Lease bearing Date, &c.

Ec. and the Release being *Quunquepartite* bearing Date, *Ec.* and made, or mentioned to be made between, *Ec.* did convey and settle the several Manors and Lordships of, and certain Farms, Woods and Lands in *H. Ec.* and also the Rectory or Parsonage of *N. Ec.* unto and upon them the said *P. B.* and Earl of *A.* and their Heirs, to the several Uses, Intents and Purposes therein, and herein after mentioned, (that is to say) To the Use of the said *A. H.* and his Heirs, until the said intended Marriage should take Effect and be solemnized; and from and after the Solemnization thereof, to the Use of the said *A. H.* and his Assigns, for the Term of 99 Years, if he should so long live, without Impeachment of Waste; and from and after the Determination of that Estate, then as to the said Rectory, *Ec.* to the Use of the said *R. B.* and *R. N.* their Heirs and Assigns, upon Trust for raising Maintenances and Portions for the Daughters and younger Sons of the said *A. H.* by the said *M.* and from and after the Determination of the said Term of 99 Years, then as to all the Residue of the said Premises, to the Use of the said *M. B.* his intended Wife, for her Life; and from and after the Decease of the said *A. H.* and *M. B.* to the Use of the said *R. B.* and *R. N.* their Executors, Administrators and Assigns, for the Term of 500 Years, upon Trust, for the better raising the Maintenances and Portions for the said Daughters and younger Sons: And after the Determination of the said Term of 500 Years, then to the Use of the first, and all other the Sons of the said *A. H.* on the said *M. B.* in Tail Male; and for Default of such Issue, to the Use of the said *R. W.* and *J. H.* their Executors, Administrators and Assigns, for the Term of 1000 Years, upon Trust, for raising Maintenances and Portions for the Daughters of the said *A. H.* by the said *M. B.* in Case of Failure of Issue Male; and after the Determination of the said Term of 1000 Years, then to the Use of the said *A. H.* his Heirs and Assigns for ever: **And whereas** the said *A. H.* in and by the said recited Indenture of Release, did bargain, sell and assign unto the said *R. B.* and *R. N.* their Executors, *Ec.* all that, *Ec.* To hold the same unto the said *R. B.* and *R. N.* their Executors, *Ec.* from thenceforth, for and during all the then Residue of a Term of 21 Years, thereof granted to the said *A. H.* by *G.* by Indenture dated, *Ec.* and the said *A. H.* did also by the said recited Indenture of Release bargain, sell and assign unto the said *R. B.* and *R. N.* their Executors, *Ec.* all that, *Ec.* to hold unto the said *R. B.* and *R. N.* their Executors, *Ec.* unto, and to the Use of them the said *R. B.* and *R. N.* their Executors, *Ec.* for and during the natural Lives of Sir *A. H.* Sir *G. D. F.* and *T. T.* and the Life of the longest Liver of them, by Virtue of an Indenture of Lease, bearing Date, *Ec.* made and granted by, *Ec.* which said Premises in, *Ec.* were so assigned unto the said *R. B.* and *R. N.* upon Trust also, for the better raising Maintenances and Portions for the Daughters and younger Sons of the said *A. H.* by the said *M.* **And whereas** the said *A. H.* by Virtue of a Power to him in that Behalf given and granted, did also, in and by the said recited Indenture of Release, limit unto the said *M. B.* for her Life, all that, *Ec.* **And whereas** in and by the said Indenture of Release it is provided, that if the said *A. H.* should at the Time of his Decease have any Issue Male by the said *M. B.* and should have any other Child or Children by her, then the said *R. B.* and *R. N.* their Heirs, *Ec.* should raise the Sum of 5000 *l.* for the Portion of one Daughter or younger Son, if but one; and the Sum of 7000 *l.* for the Portions of two; and if more than two, then the Sum of 10000 *l.* for their Portions, as by the said recited Indentures of Lease and Release, Relation, *Ec.* **And whereas** the said *A. H.* is lately deceased, and hath left by the said *M.* his Wife, (who is still living) seven Children, (*viz.*) Four Sons and Three Daughters, and the eldest Son is not Eight Years of Age: **And whereas** there are great Quantities of Wood and Timber, now growing in and upon the Woods and Lands, conveyed and limited by the said Settlement, which are now of full Growth, and if not speedily felled and cut down will perish and decay; and there are other Woods wherein the Timber Trees grow so thick, or near each other, that unless Part thereof be felled and cut down, the Growth of the whole will be spoiled or damnified: And therefore the said *A. H.* did within Twelve Months before his Death fell and cut down some of the said Woods and Timber to a considerable Value, and did intend yearly to have felled and cut down more of the said Wood and Timber, to the like or greater Value; and therefore it is the Opinion and Advice of several of the nearest Relations of the said *A. H.* that it will be for the Advantage of his eldest Son, that such of the said Woods and Timber on the said Lands and Grounds, as are now of full Growth, should be felled and cut down, and that such of the said Woods as are too thick, should be thinned and cut for the Advantage of the same Woods, so as the Monies thereby arising be paid unto some Trustees, to be by them paid and applied for and towards the Portions of the younger Children of the said *A. H.* and as Part of the said Sum of 10000 *l.* secured to be paid them, as aforesaid: **Wherefore** your Majesty's most dutiful and loyal Subject the said *M. H.* for and on the Behalf of her eldest Son *A. H.* doth most humbly beseech your most excellent Majesty, that it may be Enacted, **And be it Enacted** by, *Ec.* that it shall and may be lawful for *J. P.* and *M. A.* and they the said (*Trustees*) shall have full Power and Authority, at any Time or Times hereafter, during the Minority of the eldest Son and Heir

Uses to A. H.
for 99 Years,
if he lives so
long;
after a Recto-
ry, upon Trust
to raise Por-
tions for
younger Sons,
Ec.

A Term for
raising Por-
tions for
younger Chil-
dren.

A Term for
raising Daugh-
ers Portions.

Premises
assigned in
Trust for rai-
sing Portions
for the Daugh-
ters and
younger Sons.

A. H. by a
Power to him
granted, limi-
ted Premises
to M. B. for
Life.

Proviso, as to
Portions of
Issue Male,
and other
Children.

Great Quan-
ties of Wood
fit to be cut
down.

A. H. before
his Death did
cut some, Ec.

Advantage of
cutting the
same.

Enacted,
That the
Trustees may
cut down and
for sell the Wood,

Provided the Money be paid to the Trustees.

Trustees to put out the Money till Portions paid to younger Children.

Trustees not to be liable for Losses. Costs to be defrayed.

Trustees to pay the Residue of the Portions of the younger Children.

Recital, R. B. dead, R. N. Survivor.

R. N. unwilling to act in the Trusts, but is willing to assign the same.

Enacted, that Premises limited to said R. B. and R. N. shall now be vested in the said J. Earl P. and R. H. to the Uses and Trusts in the Settlement.

for the Time being, of the said *A. H.* deceased, by themselves, Workmen and Agents to enter and come into and upon the Premises, to view the said Woods, Timber and Trees, and to fell, cut down, measure, square, cord and carry away the same with Carts and other Carriages, and for the best Price that can be got to fell all or any Part of such Wood and Timber now growing, or being in or upon all or any of the Woods, Wood Lands or other Lands, Closes or Grounds (not held by the Leases aforesaid) conveyed, limited or settled by the said *A. H.* as aforesaid, as they the said Trustees or the Survivors or Survivor of them shall think proper, so as the same be not in any regular Walks, or near to or commodious for the said Mansion House, called the *G.* and also to fell and cut down, measure, square, cord and carry away, as aforesaid, and in like Manner sell such other Timber and Trees as shall be thought proper and convenient for thinning the said Wood or Trees, where the same shall appear to be, or to grow too thick, and thereby obstruct, hinder or prejudice the Growth of the same Woods, Timber or Trees. **Provided always,** That all and every the Sum and Sums of Money to be raised and paid for such of the said Woods and Timber as shall be felled and cut, and sold, as aforesaid, shall be actually paid unto the said *J. P.* and *M. A.* or the Survivors, &c. or to such Person or Persons as they shall for that Purpose direct or appoint: And it is hereby further Enacted by the Authority aforesaid, That it shall and may be lawful for, and they the said *J. P.* and *M. A.* and the Survivors, &c. shall have full Power and Authority, (with the Approbation and Consent of the said *M. H.* during her natural Life, and afterwards at their own Discretion) from Time to Time to place and put out at Interest, all the Monies that shall be so raised and paid for the said Wood and Timber, on such Mortgages and Parliamentary or other Securities, as they shall think fit, until the said Money shall be paid, for or towards the Portion or Portions of One or more of the said younger Children of the said *A. H.* as aforesaid; and also from Time to Time, until such Mortgage or Mortgages, or other Security or Securities can be found, to pay and deposit the said Monies, or any Part thereof, unto and with such Person or Persons, or in such Place or Places, for safe Custody, as they the said Trustees, or the major Part of them shall agree upon, and for that Purpose direct or appoint; and that they the said *J. P.* and *M. A.* shall not be answerable for, or liable to make good any Loss of any Monies that shall or may happen in the Sale of any Wood or Timber, or in any such Mortgaging, placing out, disposing or depositing as aforesaid; and that they shall or may defray the Charges of this Bill, and reimburse and repay themselves respectively, all such Costs and Charges, as they shall or may pay, expend, or be put unto, in or about the Execution of the Trusts hereby reposed in them, or any Thing relating thereunto, out of the said Trust Monies, or the Interest thereof; and that they shall not be answerable for one another's Acts, Receipts, Payments, Defaults or Miscarriages; and also, that they the said *J. P.* and *M. A.* do and shall pay and apply the said Monies, and the Interest and Proceed thereof (after Deduction of the Costs and Charges aforesaid) for and towards the Portion or Portions of one or more of the said younger Children of the said *A. H.* as aforesaid, and as Part, or in full of his, her or their Share or Proportion of the said Sum of 10000*l.* so secured to be paid by the said Settlement, as aforesaid; the same to be paid unto him, her or them, at such Time or Times, and so and in such Manner, as his, her, or their Portion or Portions, Share or Shares of the said 10000*l.* is or are appointed to be paid by the said Settlement: **And whereas** the said *R. B.* is now deceased, whereby the Premises respectively limited and assigned unto them the said *R. B.* and *R. N.* their Heirs, &c. as aforesaid, are now solely vested in the said *R. N.* by Right of Survivorship: **And whereas** the said *R. N.* never executed the said Deed of Settlement, and is now unwilling to act in the Trusts thereby reposed in him, but is ready and willing to convey and assign the said Premises so limited and assigned unto, and now solely vested in him as aforesaid, unto any other Persons, on and under the same Trusts, as are thereof limited and declared in and by the said Deed of Settlement: **Be it therefore further Enacted** by the Authority aforesaid, That the said Rectory or Parsonage of *N.* with the Tithes, &c. in and by the said recited Indenture of Release conveyed, limited or assigned respectively unto them the said *R. B.* and *R. N.* their Heirs, &c. respectively, and now vested in the said *R. N.* by Survivorship, and all the Estate, &c. of him the said *R. N.* of, in, and to the same Trust Premises, shall from henceforth be vested and settled in and upon, and are hereby vested and settled in and upon the said *J. Earl P.* and *R. H.* their Heirs, &c. To have and to hold, all and singular the same Premises, unto the said *J. Earl P.* and *R. H.* their Heirs, &c. respectively, from henceforth, for and during the several Estates, Terms and Interests therein respectively limited, created and assigned, in and by the said recited Indenture of Release, upon the same Trusts nevertheless, and to and for the same Uses, Intents and Purposes, and with the same Powers as are thereof limited, expressed, declared and granted, in and by the same Indenture of Release: **Saving,** &c. Administrators and Successors, (other than and except the said *M. H.* and the several Sons of the said *A. H.* and the Heirs Male of their several and respective Bodies, and the Heirs in Fee-simple, or in Tail of the said *A. H.* and also except the said *R. N.* his Heirs, Executors and Administrators,) all such Estates, &c.

An Act to amend several Defects in an Act of Parliament made in the ——— Year of the Reign of, &c. intituled, An Act to enable T. B. Esq; an Infant, with the Consent of his Guardians and next Relations, to make a Contract for the Buying in his Mother's Jointure, and to sell a small Estate in G. A. in the County of H. and likewise for the securing and raising a Portion for B. B. Spinster, Sister of the said T. B. and for other Purposes in the said Act mentioned; and to enable the said T. B. to raise Monies, and to make Leases, for the Purposes in the present Act mentioned.

Whereas by an Act of Parliament made in the ——— Year, &c. intituled, An Act, &c. *(ut supra)* reciting (among other Things) That S. B. Esq; deceased, who was the eldest Son and Heir of Sir T. B. of, &c. did depart this Life, leaving Issue by M. his Wife, Daughter of the Right Honourable G. late Viscount G. deceased, and then the Wife of D. C. Esq; one only Son named T. B. then an Infant of about the Age of 18 Years, and one only Daughter named B. B. and likewise reciting, that the said B. B. was left unprovided for; but that the said T. B. the Infant, by Virtue of a Marriage Settlement made upon his said late Father's Marriage, by Indenture *Quadripartite*, bearing Date, &c. and by Fine levied pursuant to the Covenants in the same Indenture contained, was intituled to an Estate in Tail Male in Remainder, expectant upon the Decease of the said Sir T. B. his Grandfather, of and in all that the Manor of, &c. in the County of H. and was likewise intituled to an Estate in Tail Male in Remainder, expectant upon the Decease of the said M. C. his Mother, of and in all that, &c. in H. settled by the said Indenture of Marriage Settlement and Fine upon the said M. for her Life for her Jointure; and likewise reciting, That the said T. B. was in Treaty with the said D. C. and M. his Wife, for the purchasing in of her said Jointure, to the Intent that the said T. B. might be thereby enabled to make a Settlement upon such Woman as he should after marry; but that the said T. B. was disabled, by Reason of his Infancy, to perfect the said Treaty; **It was** (amongst other Things) **thereby Enacted**, That for the making some Provision for the said B. B. who before that Time was left destitute and wholly unprovided for as aforesaid, the said several Manors and Premises should be respectively chargeable with and liable to the Payment of the several Sums of 1000*l.* and 2000*l.* in the Whole amounting to 3000*l.* with Interest for the said respective Sums, at the Times and in Manner as in the said Act in that Behalf is mentioned, as and for a Portion for the said B. B. or to that or the like Effect: **And it was thereby further Enacted**, That the said T. B. should be wholly restrained and disabled, and was thereby during his Life-time wholly restrained and disabled from levying any Fine, or suffering any Common Recovery, or making any other Conveyance of all or any of the Manors, Lands, Tenements or Hereditaments in the said Marriage Settlement contained, whereby to prejudice any of his Issue, or bar or discontinue any of the Remainders or Reversions limited or created by the said Marriage Settlement; as in and by the said Act of Parliament, Relation, &c. **And whereas** the said Sir T. B. being seised of the Reversion in Fee of and in the said several Manors and Premises expectant upon the Decease of the said T. B. his Grandson without Issue Male of his Body, did by Indentures of Lease and Release, bearing Date, &c. convey and settle the said Reversion to the Use of himself for Life, with divers Remainders over, with a Power in the said last mentioned Indenture of Release reserved to the said Sir T. B. for revoking all and every the Uses and Limitations in the same last mentioned Indenture contained, and by any Deed or Deeds in Writing by the said Sir T. B. to be signed and sealed in the Presence of two or more credible Witnesses, to limit, declare or appoint any new or other Uses, Estates, Trusts or Powers of or concerning the said Reversion of and in the said several Manors and Premises: **And whereas** the said T. B. having intermarried with J. his now Wife, the Daughter of E. B. Widow, and Granddaughter of H. W. Esq; did out of his said Wife's Portion, which was 5000*l.* pay unto his said Sister B. B. 1000*l.* Part of her said Portion, and employed the Residue of the said 5000*l.* in purchasing in of his said Mother's Jointure; and before such his Intermarriage as aforesaid, did by Indenture *Tripartite*, bearing Date, &c. limit the said purchased Premises, which were formerly his said Mother's Jointure, unto the said J. his now Wife for her Life for her Jointure: **And whereas** the said Sir T. B. by his last Will and Testament in Writing, bearing Date, &c. attested, &c. taking Notice of such his Power of Revocation as aforesaid, did revoke and make void all and every the Uses, Estates and Trusts limited and declared in and by the said in Part recited Indenture of Release, bearing Date, &c. of and concerning the said several Manors, Lands and Premises therein contained, and did thereby give, devise, dispose of

Recital of an Act of Parliament, therein reciting that S. B. died and left Issue unprovided for. T. B. intituled to an Estate in Remainder in H. and in T.

Treaty for purchasing in a Jointure to make a Settlement on Marriage. Provision for B. B.

T. B. is disabled from levying a Fine, &c.

Sir T. B. conveys his Reversion to Uses, with Power of Revocation.

T. B.'s Marriage. Paid Part of his Sister's Portion, &c.

Sir T. B.'s Revocation and new Appointment.

of and appoint (*inter alia*) all and every his Freehold Manors, &c. not before in and by his said Will otherwise disposed of, in the several Counties of *H. E.* and *M.* whereof he the said Sir *T. B.* had any Power to dispose, To hold unto and to the Use of his Brother *E. B.* Esq; his Heirs and Assigns for ever; *Nevertheless in Trust* to pay all the Debts, with the Funeral Charges of him the said Sir *T. B.* in the first Place; and afterwards to pay all Portions, Maintenances, Annuities, and Yearly and other Sums of Money given or to be given in and by his said Will, or any Codicil then after to be annexed to or made Part thereof, and so subject as aforesaid, *To and for the only Use* and Benefit of the said *E. B.* his Heirs and Assigns; and the said Sir *T. B.* in and by his said Will did give and bequeath unto his Wife Dame *S. B.* for so long Time after his Decease as she should remain a Widow, one Annuity or Yearly Sum of 100*l.* to be paid in Manner as therein mentioned; and did thereby also give and bequeath unto *L. S.* Widow, if she should remain a Widow at the Time of his Decease, one other Annuity or Yearly Sum of 10*l.* for and during so long Time from thenceforth as she should continue a Widow, to be paid and to begin in Manner also as therein is mentioned; and in and by his said Will did also give and devise unto *S. B.* his only Child by the said Dame *S. B.* several Maintenances respectively, commencing as she should arrive at the several Ages in the said Will in that Behalf expressed; and in case of her Marriage or Attainment of the Age of 21 Years, did thereby give to her his said Daughter such Portion and Portions as is therein also mentioned: By which said Will the said Sir *T. B.* did likewise give away the Furniture of the capital Messuage in *W. P.* aforesaid, and all the Residue of his Personal Estate from the said *T. B.* and of his said Will did constitute and appoint the said Dame *S. B.* and *E. B.* joint Executors, and some Time after died: **And whereas** the said *L. S.* is since dead, but the said Dame *S. B.* is still living and unmarried, and hath so remained ever since the Decease of the said Sir *T. B.* **And whereas** the said *S. B.* the only Child of the said Sir *T. B.* by the said Dame *S.* departed this Life unmarried; and soon after the Decease of the said Sir *T. B.* being at the Time of such her Decease of the Age of about ten Years: **And whereas** at the Time of the Decease of the said Sir *T. B.* the said Capital Messuage, together with the Gardens and Out-houses thereunto belonging, so settled upon the said *T. B.* as aforesaid, and the *Park-pale*, and other the said Premises, were very much out of Repair, on which Account the said *T. B.* hath been forced to expend great Sums of Money in the necessary Repairs and Furniture thereof: **And whereas** the said *E. B.* is since also departed this Life, having first made his last Will and Testament in Writing, bearing Date, &c. whereby (among other Things) the said *E. B.* did give and devise to *J. B.* Esq; eldest Son of *R. S. B.* Esq; deceased, a younger Son of the said Sir *T. B.* his Heirs, &c. for ever, all the Estate both Real and Personal whatsoever of him the said *E. B.* not thereby otherwise disposed of, as should remain after his Funeral Charges, Debts and Legacies fully paid, and of his said Will made the said *J. B.* sole Executor: **And whereas** the Debts, as well of the said Sir *T. B.* as of the said *E. B.* due from them respectively at the Time of their respective Decease, were very inconsiderable, if any, and the said Debts, and also their Funeral Charges and Legacies, are fully paid and satisfied: **And whereas**, before the making of the said before in Part recited Act of Parliament, neither the said *T. B.* or his said Estates, or any Part thereof, was or were in any Sort subject or liable to the Payment of the said 3000*l.* or any Part thereof, or any Monies whatsoever, for the Portion of the said *B. B.* or otherwise; but the said *T. B.* in Kindness to his said Sister, was induced to consent that his said Estates should be incumbered with the said 3000*l.* **And whereas** the said *T. B.* has no Estate left him by his said Father or Grandfather, or any other Estate whatsoever whereby to raise the said 3000*l.* or any Part thereof, other than what is comprised in the said first recited Marriage-Settlement: **And whereas** the said Act of Parliament hath not only charged the said Estates of the said *T. B.* with the said Sum of 3000*l.* payable to his said Sister as aforesaid, but hath likewise at the same Time deprived the said *T. B.* from any Means of raising the same by mortgaging or disposing of any Part thereof, altho' the said *T. B.* were it not for the said Act of Parliament, would, upon the Decease of his said Grandfather the said Sir *T. B.* by Virtue of the said in Part first recited Marriage-Settlement, have had an absolute Power over the said Estates, not only to mortgage, but to dispose of the same at his Will and Pleasure, as being Tenant thereof in Tail Male in Possession, and by that Means enabled to have suffered a Common Recovery of the same: **And whereas** the said *T. B.* by the herein before in Part recited Act of Parliament, is impowered, when in actual Possession of all or any of the said several and respective Manors, &c. by way of leasing, mortgaging or selling the same, or any Part thereof, so as the same be without Prejudice to any Jointure which he should at any Time then after make of any Part of the said Premises, to raise any Sum or Sums of Money, not exceeding in the Whole the Sum of 4000*l.* for or towards the present Maintenance or Provision of any younger Child or younger Children which the said *T. B.* should then after have; by which said Words of *younger Child* or *younger Children*, it may be doubted whether the eldest Daughter, or only Issue of the said *T. B.* (in Case such Issue be

a Daugh-

L. S.'s Death,
&c.

The only
Child of Sir
T. B. dead
unmarried.

T. B. at great
Expences in
Repairs, &c.

E. B.'s Death.
His Will.

No Debts.

T. B. in Kind-
ness to his
Sister incum-
bered his E-
state with her
Portion.

The said E-
state charge-
able with said
Portion, and
deprives him
of raising the
same by Mort-
gage, &c.

But may raise
Money for
younger
Children.

Doubtful
Words.

a Daughter) may be intitled to any Provision at all by Virtue of the said in Part recited Act:
And whereas the said *B. B.* is lately dead, having left the said *T. B.* and *K.* now the Wife *B. B.*'s Death.
of *G. B.* Executors of her Will, and the said *T. B.* Residuary Legatee, and by her said Will *T. B.* Resi-
hath given several considerable Legacies, and was likewise much indebted to several Persons at duary Legatee.
the Time of her Decease: **And whereas** the Creditors and Legatees of the said *B. B.* are Her Creditors
very pressing upon the said *T. B.* for the Payment of their said respective Debts and Legacies and Legatees
out of the Monies so charged upon the said *T. B.*'s several Estates, by Virtue of the said before pressing.
in Part recited Act of Parliament as aforesaid, (she leaving no other Assets or Estate what-
soever other than the said Portion); which said Act of Parliament, by the said restraining Inconveniency
Clause therein contained, does disable the said *T. B.* from raising the said 3000*l.* or any Part of said Act.
thereof, by making of any Mortgage or other Security upon the said Manors and Premises,
or any Part thereof; and should the same be raised by sequestring the Rents and Profits of the
said Manors and Premises, the said *T. B.* would be thereby deprived of all Subsistence, having
no other Estate to raise the same as aforesaid: **And whereas** 2000*l.* of the said Sum of
3000*l.* (being the Portion of the said *B. B.*) remains unpaid, with an Arrear of Interest for Part of *B. B.*'s
the same: **And whereas** the said *T. B.* hath laid out 2000*l.* and upwards in necessary Re- Portion in Ar-
parations and lasting Improvements upon the said Mansion-house and Premises: **Wherefore,** rear.
for amending the Defect in the said in Part recited Act of Parliament, relating to such Provi- Repairs, &c.
sion for the Younger Children of the said *T. B.* as aforesaid, and to the Intent to enable the
said *T. B.* to raise any Sum or Sums of Money, not exceeding in the Whole the Sum of
3500*l.* for the Purposes herein after mentioned; **Be it,** at the humble Petition of the said
T. B. and *J.* his now Wife, and the said Dame *S. B.* and *J. B.* **Enacted** by, &c. That as Enacted, that
to the said Sum of 4000*l.* which the said *T. B.* is enabled to raise by Virtue of the said in the Money to
Part recited Act of Parliament, as and for a Provision for Younger Children as aforesaid, and be raised by
likewise by Virtue of the Power thereby given for raising the same, the said *T. B.* his Execu- said Act shall
tors, &c. shall and may give, appoint and pay the said Sum of 4000*l.* or such Part thereof be paid to
as he shall think fit, to his eldest or only Daughter, if he shall have but one Daughter, or *T. B.*'s Chil-
dren.
unto and amongst any of his Children (except his eldest Son or only Son) in such Manner and
in such Proportion as by the said *T. B.* his Executors, &c. shall in that Behalf be thought fit
and declared by any Writing or Writings under his, their or any of their Hands and Seals,
attested by two or more credible Witnesses: **And** to the Intent to enable the said *T. B.* to How he may
raise any Sum or Sums of Money, not exceeding in the Whole the Sum of 3500*l.* for dis- raise Money
charging his said Sister's Portion, and the Debts and Legacies whereto the same is liable, with to pay his
the Interest grown due for the said Portion, and towards reimbursing him the said *T. B.* the Sister's Por-
Monies which he hath laid out in the necessary Reparations and lasting Improvements upon tion, Debts
the said Premises as aforesaid; **It is hereby** (at such humble Request, and by such Consent &c.
of the said *T. B.* and *J.* his Wife, and the said Dame *S. B.* and *J. B.* as aforesaid) **further**
Enacted by the Authority aforesaid, That all and every the said several Manors, &c. first
herein before recited, comprised, other than and except such of the said Manors, &c. as are li-
mited in Jointure by the said *T. B.* to the said *J.* his now Wife, in and by the herein before
mentioned Indenture *Tripartite*, bearing Date, &c. for and in Respect only of the Estate for
Life therein of her the said *J.* shall be vested, and are hereby Enacted so to be from and after
the — Day of — in *G. T.* of, &c. *W. P. W.* of, &c. *G. D.* of, &c. and *J. S.* of,
&c. their Executors, &c. for the Term of 1000 Years, without Impeachment of Waste, to
commence from the said — Day of — **Upon Special Trust** and Confidence
nevertheless, that the said *G. T. W. P. W. G. D.* and *J. S.* or the Survivors, &c. by one
or more Mortgage or Mortgages (to be made without Impeachment of Waste) of all or any
Part of the said several Manors, &c. (excepting as herein before is excepted, with Respect
only to the Estate for Life therein of the said *J. B.*) for all or any Part of the said Term of
1000 Years, shall, as soon as conveniently may be, raise the Sum of 3500*l.* for the discharg-
ing of all such just Debts, with such Interest as is or shall grow due for the same, (if any such
Interest there shall be) which the said *B. B.* did owe at the Time of her Decease, and after-
wards of such Legacies as are given by her said Will, with such Interest likewise as is or shall
grow due for the same, if any such Legacy or Legacies shall appear to carry Interest, and shall
pay the Surplus of the said 3500*l.* into the Hands of the said *T. B.* the Residuary Legatee of
the said *B. B.* his Executors, &c. to his and their own Use and Benefit. **And it is hereby** Who intitled
Enacted, That such respective Person or Persons, who for the Time being shall be respec- to Equity of
tively intitled to the Remainder or Reversion immediately expectant upon the said Term of Redemption.
1000 Years, shall be intitled to the Equity of Redemption of the said Term. **Provided** Dame *S. B.*
always, and it is hereby Enacted, That nothing herein contained shall any ways disable or not to be dis-
prevent the said Dame *S. B.* her Executors, &c. or any of them, to demand, sue for or re- abled from
cover, by all or any lawful Ways and Means whatsoever, her full Annuity of 100*l.* per Annum, having her
so to her devised by the said in Part recited Will of the said Sir *T. B.* as aforesaid, out of all Annuity.
PART II. L or

Clause in Fa-
vour of Mort-
gagees.

What to be
raised.
Charges.

How Interest
to be paid.

A Slip of
Ground re-
strained by
said Act from
being leased
for longer
than 21 Years.

Now T. B.
may make
Leases for
Lives or sixty
Years.

or any the Manors, Lands and Tenements therewith charged or chargeable by the said Will, other than the said Manors and Premises comprised in the before-mentioned Term of 1000 Years, for and in Respect of the said intended Mortgage only, in the same Manner as if this Act had never been made; and that the said Annuity of 100 *l. per Annum* shall be no ways deemed or taken to be hereby extinguished or made subject to any Apportionment whatsoever. **Provided always**, and it is hereby further Enacted, That the Receipt or Receipts, Acquittance or Acquittances, from Time to Time of such Trustee or Trustees as aforesaid, and the Survivors, &c. for the said Sum of 3500 *l.* or any Part thereof, shall be a good and effectual Discharge, both in Law and Equity, to any Person or Persons who shall advance the said Sum of 3500 *l.* or any Part thereof; and that such Mortgagee or Mortgagees, their respective Executors, &c. shall not be any ways accountable or responsible for the not applying or misapplying of the said Monies, or any Part thereof, so to be raised as aforesaid; but shall in every Respect be acquitted and discharged, both in Law and Equity, by such Receipt or Acquittance so to be given as aforesaid. **Provided always**, That no more than the said Sum of 3500 *l.* and the Interest thereof, shall in Pursuance of this present Act be raised for that Purpose. **Provided always**, and it is hereby further Enacted by the Authority aforesaid, That the said Trustee and Trustees, and each and every of them, their several Heirs, &c. shall and may from Time to Time, and at all Times hereafter, in the first Place, reimburse themselves all the reasonable Costs, Charges and Expences which they, or any of them, shall respectively be put unto or expend in Relation to the Execution of the Trusts, or any of them, hereby in them reposed, out of the Rents, Issues and Profits of the said several Manors, &c. comprised in the said Term of 1000 Years; and that such Trustee or Trustees as aforesaid, their several Heirs, &c. are to be and shall be chargeable only with what Monies they, any or either of them respectively shall actually receive, and that no one of them shall be answerable for the Receipts, Acts, Default or Miscarriage of the other of them. **Provided always**, and it is hereby further Enacted, That in Case the Interest of or for the said Sum of 3500 *l.* hereby impowered to be raised, or any Part thereof, shall be behind or in Arrear by the Space of two Years or upwards after the same shall become due, then and in such Case it shall be lawful for the said Trustees of the said Term, or the Survivors, &c. out of the Rents, Issues and Profits of all or any Part of the said Premises comprised in the said Term, other than the said Premises so settled in Jointure upon the said J. B. as aforesaid, for and in Respect only of her Estate for Life therein as aforesaid, from Time to Time to raise, pay and discharge the said Arrear of Interest: To which Purpose the said Trustees of the said Term, or the Survivors, &c. are hereby impowered and required, from Time to Time, to enter into and upon all and every, or any of the said several Manors, &c. comprised in the said Term, (other than and except as aforesaid, for such Estate for Life therein of the said J. B. as aforesaid, and other than and except such Part of the said respective Premises as shall be at such Time or Times in the actual Possession of such Mortgagee or Mortgagees thereof as aforesaid); it being the Intent of this present Act, That such Interest shall be from Time to Time paid, discharged and kept down by the said T. B. for the Benefit of such Person and Persons as shall be intitled to the said respective Premises after his Decease: **And whereas** there is a very small Slip of Ground in or near, &c. at W. aforesaid, containing, &c. which Slip of Ground is now in the Tenure of, &c. and belongs to, or lies near the said Manor of W. and is included in the first herein before in Part recited Marriage-Settlement: **And whereas** the said Slip of Ground, by Reason of several Tenements, Warehouses or Malt-shops, having been lately built and erected on a Piece of Ground contiguous to the same, is capable of being improved with Respect to the yearly Rent thereof, in Case the same could be let for Lives, or any long Term of Years; but the said T. B. by Virtue of the said in Part recited Act of Parliament, is restrained from leasing the said Slip of Ground, as being Part of the said Premises included in the said first in Part recited Marriage-Settlement, for any Term of Years exceeding 21 in Possession: **Now** to the Intent to enable the said T. B. to improve the yearly Rent of the said Slip of Ground, by making long Leases thereof in Manner herein after mentioned, **It is**, at such humble Request, and by such Consent of the said T. B. and J. his Wife, and the said Dame S. B. and J. B. as aforesaid, **Hereby further enacted**, That it shall and may be lawful to and for the said T. B. from Time to Time, and at any Time and Times during his natural Life, to lett and demise the said Slip of Ground, or any Part or Parts thereof with the Appurtenances, by one or more Lease or Leases to any Person or Persons whatsoever, for any Term or Terms or Number of Years either in Possession, or by way of future Interest, either absolute or determinable upon any Life or Lives, so as such Lease or Leases do not in the Whole exceed 60 Years at one Time from the making thereof, and so as an annual Rent, not under 40 *s.* be reserved on every such Lease and Leases, payable from the Commencement thereof, Half-yearly, by equal Portions, without any Fine or Income to be had or taken in Respect of any such Lease or Leases, and so as such Lease and Leases be not made dishonourable of Waste; and

and that in all and every such Lease and Leases there be a Power or Condition of Re-entry, in case of Non-payment of the Rent thereby reserved, and so as Counterparts of all and every such Lease and Leases be made and duly executed by all and every such Lessee and Lessees: **Saving nevertheless** to, &c. and to all Bodies Politick and Corporate, and to all and every other Person and Persons whatsoever (other than and except the Heirs Male of the said T. B. deceased, and the Heirs Male of the Body of J. B. Esq; deceased, late Father of the said Sir T. B. and the right Heirs of the said Sir T. B. and also the said T. B. and the Heirs Male of his Body, and his right Heirs, and the said Dame S. B. and all and every other Person and Persons any ways interested or intitled unto all or any of the said Manors, &c. in the said Marriage Settlement first herein before recited contained, by virtue of all or any of the Uses, Estates, Limitations, Remainders or Reversions in the same Deed of Marriage Settlement limited, mentioned and expressed, and other than and except the said J. B. the Devisee and Executor of the said E. B. and his Heirs,) all such Right, &c.

An Act for vesting Lands in E. devised by Sir R. K. Knight, deceased, to the Children and Grandchildren of E. O. one of his Sisters and Co-heirs, in Trustees to be sold for the Benefit of the Devisees.

Whereas Sir R. K. late of, &c. Knight, deceased, by his last Will and Testament in Writing, bearing Date, &c. did give and devise (among other Things) the Farm, &c. herein after particularly mentioned, immediately after the Decease of Dame E. his Wife, to M. K. his Grand-daughter, the only Daughter of his Son W. K. deceased, and to the Heirs of her Body lawfully to be begotten for ever; and for Default of such Issue to his four Sisters; E. O. then Wife of R. O. of, &c. Gent. J. C. of, &c. Widow, late Wife of E. C. Esq; deceased, F. D. of, &c. Widow, and M. K. Wife of J. K. of, &c. Gent. and to their Heirs and Assigns for ever, equally and indifferently to be divided amongst them, Part and Part alike; **And** willed that if any of the said Sisters be dead at the Time when the Enjoyment of his said Legacy and Bequest should fall unto her, that the Part and Portion of the said Lands of her so dying, should be and enure to the Use and Behoof of the Child, Children and Grandchildren of such Sister so dying; and if she had no Child, Children or Grandchildren living, that then such Sister's Part, so dying or being dead, should remain, and be equally divided amongst the Children or Grandchildren of the other Sisters surviving; and departed this Life on or about, &c. leaving no Issue living at his Death but the said M. K. his Grand-daughter and Heir at Law, and the said Dame E. him survived, and died in the Year, &c. **And** whereas the said M. K. intermarried with R. T. late of, &c. Esq; deceased, and afterwards by Indenture *Tripartite*, duly inrolled, bearing Date, &c. and made between the said R. T. and M. his Wife, of the first Part, J. N. of, &c. Merchant, of the second Part, and A. C. of, &c. Gent. of the third Part, and by Fine and Recovery duly had and suffered in Pursuance thereof, **All** the said Farm, &c. were conveyed **To the Use** of the said R. T. and M. his Wife, for and during their natural Lives and the Life of the longer Liver of them, without Impeachment of Waste, and after the Decease of the Survivor of them, **To the Use** of the Heirs of the Body of the said R. T. and M. his Wife lawfully issuing; and for Default of such Issue, **To the Use** of the right Heirs of the Survivor of them the said R. T. and M. his Wife: **And** whereas the said M. T. afterwards died without Issue, and the said R. T. her survived, and by his last Will and Testament in Writing, bearing Date, &c. devised unto J. G. of, &c. Doctor in Divinity and A. his Wife, Sister and Heir of the said R. T. **All** his Estate both Real and Personal, until T. G. eldest Son and Heir apparent of the said J. G. and A. his Wife, should attain the Age of 24 Years; and then devised all his Lands and Tenements to the said T. G. for ever; but in case the said T. G. should die before he attained the Age of 24 Years, then he gave all his real Estate to the said A. G. and her Heirs and Assigns for ever, and thereby appointed all his Debts to be paid and satisfied out of his Real and Personal Estate, and to that End directed that the said J. G. should sell his Manor, &c. in E. and if the Monies arising by such Sale should fall short to satisfy all his Debts, that then he should sell any other of his Lands, for raising so much Money as should fall short, and made the said J. G. sole Executor, and shortly after died: **And** whereas some Suits and Controversies did arise after the Decease of the said R. T. between the said J. G. and the Children and Grandchildren of the said four Sisters of the said Sir R. K. (the said four Sisters being all dead before the said Dame E. K.) touching and concerning the said Farms and Lands herein after particularly mentioned; and to end the said Suits and Controversies, the Friends and Agents of the Children and Grandchildren of the said four Sisters of the said Sir R. K. did propose to the said J. G. to convey their several Interests and Shares therein, to the said J. G. and his Heirs, for the Sum

Recital of Sir R. K.'s Will,

Death. His Issue and Heir M. K. Her Marriage with R. T.

Settlement of R. T. and M. his Wife.

M.'s Death without Issue. R. T.'s Will,

and Death. Law Suits.

Agreement by the Children and Grand-

children on ending them. Conveyance by three of them, of 900*l.* in Pursuance of which Agreement the Children and Grandchildren of the said *J. C. F. D.* and *M. K.* three of the said four Sisters, have for the Consideration of three several Sums of 225*l.* to the said Descendants of each of the said three Sisters, paid by the said *J. G.* and equally divided among them, Share and Share alike, conveyed their several Interests and Shares of and in the said Lands and Hereditaments to the said *J. G.* his Heirs and Assigns, to the Use of him the said *J. G.* his Heirs and Assigns for ever : **And whereas** the Right and Title to the other fourth Part is descended and come to the Descendants of the said *E. O.* (that is to say) *M. B.* the only surviving Daughter of the said *E. O.* which said *M. B.* now is, and for diverse Years last past hath been Lunatick, and under a Disability to convey, and the said *E. W.* and *F. T.* are both Infants, and under the Age of 21 Years, and thereby disabled to convey; but their next Friends, Relations and Guardians, are all satisfied that the said Agreement made with the said Doctor G. on their Behalf, will be much for their Benefit and Advantage, in case they could execute the said Agreement and receive their fourth Part and Share of the Monies agreed to be paid to and for their Use and Benefit by the said *J. G.* but the said *J. G.* cannot with any Security pay the said Purchase Monies, nor reap the Benefit of the said Agreement on his Part, without the Aid and Assistance of an Act of Parliament : **May** it therefore please your most excellent Majesty, at the humble Suit and Request of *T. B.* Gent. Son and Trustee of the said *M. B.* and *J. V.* Clerk, and *H. T.* Clerk, Guardians of the said *E. W.* and *F. T.* and of the said *J. G.* That it may be Enacted, **And be it Enacted** by, &c. That the several Estates, Interests and Shares of the said *M. B.* *E. W.* and *F. T.* and of every of them, of and in all that Messuage, &c. and the Reversion and Reversions, Remainder and Remainders thereof, shall from henceforth be, and hereby are actually vested and settled in Sir *J. M.* of, &c. Knight, and *T. B.* of, &c. Esq; and their Heirs and Assigns, **Upon Trust nebertheless**, and to the Intent and Purpose, That they the said Sir *J. M.* and *T. B.* and the Survivors, &c. shall, upon Payment of the several Interests and Shares of the said *M. B.* *E. W.* and *F. T.* of, in and to the said 225*l.* and Interest to the said Sir *J. M.* and *T. B.* respectively, by the said Doctor G. his Heirs or Assigns, grant and convey the same Messuages, &c. unto the said Doctor G. and his Heirs and Assigns, by such good and sufficient Conveyances and Assurances, as Counsel learned in the Law of the said Doctor G. his Heirs or Assigns, shall reasonably devise or advise and require: **And it is hereby further Enacted** by, &c. That the several Receipts of the said *T. B.* Trustee of the said *M. B.* and of *J. V.* and *H. T.* Guardians of the said *E. W.* and *F. T.* for the several Interests and Shares of the said *M. B.* *E. W.* and *F. T.* of and in the said 225*l.* and Interest, shall be a sufficient Discharge to the said Doctor G. his Heirs and Assigns for the same; and that then and from thenceforth all and singular the said Farms, &c. herein before particularly mentioned, and every Part and Parcel thereof, shall be absolutely freed and discharged of and from the said 225*l.* and Interest, and all other the Right, Title, Interest, Claim and Demand whatsoever, either in Law or Equity, of them the said *M. B.* *E. W.* and *F. T.* and of every of them, and of every other Person or Persons claiming or to claim by, from or under them or any of them, or by, from or under the said *E. O.* deceased : **Saving**, &c. (other than and except all and every Person and Persons claiming or to claim by, from or under the said Sir *R. K.* by Virtue of the said recited Will, or otherwise) all such Estate, &c.

Secondly, **The Forms of private Acts of Parliament to enable Persons to make Settlements of Lands, &c.**

An Act to enable D. D. Esq; and S. R. to make Settlements (upon their Intermarriage) of their several Estates, notwithstanding their respective Minorities.

Lord Archbp. seised in Fee of Freehold and Copyhold Lands for Life; Remainder to his Son *D. D.* in Tail Male. *S. R.* seised in Fee, her Portion. **W**hereas the most Reverend Father in God, *W.* Lord Archbishop of *Y.* is seised or possessed of divers Freehold Manors, &c. in the Counties of *E.* and *M.* and also of certain small Parcels of Copyhold Lands, &c. adjoining to and intermixed with the said Freehold Premises, or some Part or Parts thereof, to himself for Life, or for 99 Years determinable on his Death; Remainder to *D. D.* Esq; his only Son in Tail Male: **And whereas** *S. R.* Spinster, is seised in Fee-simple or Fee-tail, Part in Possession and Part in Reversion, of and in one undivided third Part of divers Manors, &c. in the County of *Y.* the Estate and Inheritance of *R. R.* Esq; her late Father, deceased; and the said *S. R.* is also intitled by Deed to the Sum of 3000*l.* on her Marriage, and by her Father's Will, to a third Part of the Residue of his Personal Estate, which as computed will amount to 2800*l.* or thereabouts: **And whereas** the said Archbishop and the Guardians of the said *S. R.* have entred into a Treaty for the Marriage of the said *D. D.* with the said *S. R.* and for the settling their respective

tive Estates and Effects for the Benefit of them Two and the Issue between them to be begotten; **But** the said *D. D.* and *S. R.* being both under the Age of 21 Years, such mutual Settlements cannot be made to the Satisfaction of the Parties concerned, according to the common Course of the Laws of this Kingdom, without the Aid and Authority of Parliament: **Wherefore** your Majesty's most dutiful Subjects the said *W.* Lord Archbishop of *Y. D. D.* *S. R.* and *S. B.* Doctor in Divinity, *J. B.* Esq; *T. B.* Merchant, and *F. H.* Gent. Guardians of the said *S. R.* most humbly beseech your Majesty, That it may be Enacted, **And be it Enacted** by, **That** it shall and may be lawful to and for the said *W.* Lord Archbishop *Y.* and *D. D.* notwithstanding his Minority, by any Deed or Deeds, Writing or Writings, Conveyances, Surrenders and Assurances, to be by them the said Archbishop and *D. D.* (notwithstanding such his Minority) executed in the Presence of Three or more Witnesses, **To convey**, settle, limit, surrender or assure, either before or after the said intended Marriage, **All** and every, or any the Freehold and Copyhold Manors, **&c.** in the said Counties of *E.* and *M.* whereof or wherein the said Archbishop is so seised or possessed, for the Term of his Life, or for 99 Years, determinable on his Death, and whereof and whereunto the said *D. D.* is seised or intitled in Fee-tail in Remainder, expectant on the Death of the said Archbishop, with their and every of their Rights, **&c.** **Unto** and upon such Person or Persons, to, for and upon such Uses, Estates, Trusts, Intents and Purposes, and subject to such Provisoos, Declarations and Agreements, as are or shall be stipulated and agreed upon between the said Archbishop and the said Guardians of the said *S. R.* and the Survivors of them, and the said *D. D.* and *S. R.* **And it is hereby further Enacted** by the Authority aforesaid, That it shall and may be lawful to and for the said *S. R.* notwithstanding her Minority, by any Deed or Deeds, Writing or Writings, Conveyances and Assurances, to be by her, notwithstanding such her Minority, executed in the Presence of Three or more Witnesses, by and with the Consent and Approbation of the said *S. B.* *J. B.* *T. B.* and *F. H.* or the Survivors or Survivor of them, testified by their executing such Deed or Deeds, Writing or Writings, **To convey**, settle, limit, or assure, either before or after the said intended Marriage, **The** said undivided third Part or Share of her the said *R. S.* whereof she is seised in Fee-simple or Fee-tail, either in Possession, Reversion, Remainder or Expectancy, of and in the Manors, **&c.** in the said County of *Y.* with the Rights, **&c.** **Unto** and upon such Person and Persons, to, for and upon such Uses, Estates, Trusts, Intents and Purposes, and subject to such Provisoos, Declarations and Agreements, as are or shall be stipulated and agreed upon between the Guardians of the said *S. R.* and the said Archbishop, and the Survivors of them, and the said *S. R.* and *D. D.* **And it is hereby further Enacted** by the Authority aforesaid, That such mutual Conveyances, Surrenders, Settlements and Assurances, so to be made and executed by them the said *W.* Lord Archbishop of *Y.* and *D. D.* and by the said *S. R.* with such Consent and Approbation as aforesaid, shall (notwithstanding such the respective Minorities of the said *D. D.* and *S. R.*) be as good, valid and effectual in Law, to all Intents and Purposes, as if they respectively had been of the full Age of 21 Years at the Time of the making and executing thereof, and as if proper, legal and effectual Fine or Fines, common Recovery or common Recoveries, had been levied, suffered and executed by them the said *D. D.* and *S. R.* respectively; to the same Uses, Intents and Purposes, as shall be limited or declared in or by such respective Conveyances, Surrenders, Settlements, or Assurances: **And it is hereby further Enacted** by the Authority aforesaid, That it shall and may be lawful to and for the said Archbishop and *D. D.* (notwithstanding the Minority of the said *D. D.* to give any Acquittance, Release, or other Discharge for the said several Sums of 3000*l.* and 2000*l.* or such other Sum of Money, which the said *D. D.* will be intitled to have and receive, in case the said intended Marriage shall be had and solemnized; and to pay, apply and dispose of all or any Part thereof, or direct the same or any Part thereof, to be paid, applied and disposed of in such manner, and to, for and upon such Uses, Trusts, Intents and Purposes, as is or shall be agreed upon between the said Archbishop and *D. D.* and the said *S. R.* and her Guardians, or the Survivors of them: **And**, That such Acquittance, Release, or other Discharge by them the said Archbishop and *D. D.* to be given for the said several Sums of Money before mentioned, or any Part thereof, and the Payment, Application and Disposition thereof, or of any Part thereof, shall be as good, effectual, and binding in Law against him the said *D. D.* his Executors or Administrators, as if he the said *D. D.* had been of the full Age of 21 Years at the Time of the doing thereof: **And**, That the said *D. D.* shall and may give Acquittances and Releases for the Rents and Profits of such of the Premises, as by such Settlements to be made as aforesaid he shall be intitled to receive and take the Rents and Profits of; and that such Acquittances and Releases shall be as valid and effectual, as if he was of full Age. **Provided nevertheless**, That nothing in this Act contained shall prejudice, impeach, defeat or destroy any Estate, **&c.** of and in the Premises in the said County of *Y.* or any Part or Parts thereof, that shall or may vest in, accrue unto, or devolve upon *C. R.* and *M. R.* younger Sisters of the said *S. R.* or either of them,

tween *D. D.* and *S. R.* who are both under Age.

Enacted, That the said Archbishop and his Son (notwithstanding his Minority) may make a Settlement of their Estate according to such Agreement as shall be made between the Parties.

That *S. R.* may do the like as to her Estate.

Their mutual Conveyances to be good in Law.

The Archbishop and *D. D.* may give Acquittances for *S. R.*'s Portion, **&c.** and dispose of the same according to Agreement.

This Act not to destroy any Estate of *S. R.*'s younger Sisters.

them, or their respective Issues, in Case the said *S. R.* shall happen to die before she attains the Age of 21 Years, without Issue of her Body then living, or in case she shall so die leaving Issue, and all such Issue shall die before their respective Ages of 21 Years: **Saving, &c.** (other than the said *W.* Lord Archbishop of *Y.* and *D. D.* their respective Issues and Heirs; and other than the said *S. R.* her Issues and Heirs, and the Issues and Heirs of the said *R. R.* deceased, (except in respect of the Proviso above-mentioned) all such Right, &c. **Provided nevertheless,** That nothing in this Act contained shall prejudice, defeat or destroy any Terms for Years limited or created by the said *R. R.* of and in the Premises in the County of *Y.* or any Part thereof, for raising any Portions, Maintenance or Sums of Money for the said *S. R.* *C. R.* and *M. R.* respectively, or any of them; any Thing, &c.

This Act not to destroy any Term created by *S. R.*'s Father.

An Act to enable Sir G. P. Bart. and R. P. Esq; and the Survivor of them, together with T. P. Esq; to convey and settle several Manors and Lands in the Counties of L. N. and M.

Recital of several Settlements.

Sir G. P. without Issue.

R. P. has Issue Male *T. P.* Treaty of Marriage, and for Advancement of *T. P.* Reasons for Application to Parliament.

Enacted, That the Premises may be conveyed.

Subject, &c.

Not to defeat the Payment of Debts chargeable.

Whereas Sir G. P. of, &c. Bart. by Virtue of one Indenture of Settlement, bearing Date, &c. (Recital of several Settlements) or by Virtue of some or one of them, stands now seised of an Estate for Life, of and in all that the Manor and Lordship of *C.* with the Rights, &c. in the County of *L.* and also of and in all that the Manor, &c. in the County of *N.* with the Rights, &c. and also of and in all that, &c. in the County of *M.* as appears by the said several respective Deeds of Settlement made of the Premises: **And whereas** the said Sir G. P. hath been married to his now Wife Dame *E.* above forty Years, and never had any Issue by her, and he is now of the Age of 68 Years, and she of the Age of 59 Years, and there is no Probability of Issue of the said Marriage: **And whereas** the said *R. P.* hath Issue Male *T. P.* his eldest Son and Heir apparent, who attained the Age of 21 Years in *October* last: **And whereas** the said Sir G. P. and *R. P.* as well for Advancement of the said *T. P.* in Marriage (to which End there is now an Honourable and Advantageous Treaty on foot) as for other Advantages which will thereby accrue to the Family, are willing and desirous that the said Manors, &c. of which the said Sir G. P. stands seised of an Estate for his Life, with Remainders over as aforesaid, by Virtue of the said several Deeds of Settlement, any or either of them, may be conveyed and settled to and for the Use and Benefit of the said *T. P.* and the Issue Male of his Body, subject to certain Provisions and Estates for Life, to be reserved to and for the said Sir G. P. and *R. P.* respectively, and also subject to such Provisions or Jointures as shall be agreed upon for such Woman or Women as the *T. P.* shall marry, with other Provisions and Limitations to be also agreed upon for the Benefit and Advantage of the Family: **And** the better to enable them to convey and settle the said Estates, the said Sir G. P. and *R. P.* have joined with the said *T. P.* in suffering Common Recoveries of the said Manors and Premises, whereby the Remainders expectant upon the Estate-Tail, limited to the said *T. P.* are barred and destroyed; but by Reason of the contingent Remainders previously limited to the Issue Male of the said Sir G. P. (whereof there is no Probability as aforesaid) such Conveyance and Settlement may not be effectual without the Aid of an Act of Parliament, and in Regard the same will be very much to the Advantage of the Family; **May, &c.** (upon the humble Petition of your most dutiful and obedient Subjects, the said Sir G. P. *R. P.* and *T. P.*) That it may be Enacted, **And be it Enacted by, &c.** That it shall and may be lawful to and for the said Sir G. P. and *R. P.* and the Survivor of them, together with the said *T. P.* and they are hereby enabled to convey, settle and assure all or any Part or Parts of the said Manors, &c. which the said Sir G. P. stands seised of an Estate for his Life, with Remainders over as aforesaid, by Virtue of the said several Deeds of Settlement, any or either of them, and whereof such Common Recoveries have been suffered as aforesaid, to and for such Uses, Intents and Purposes, and subject to such Provisoes, Declarations and Agreements, as the said Sir G. P. *R. P.* and *T. P.* shall think fit, freed and discharged of and from all former Uses, Estates, Trusts and Limitations, mentioned, limited or declared, to or for the first and other Sons of the said Sir G. P. and the Heirs Male of their respective Bodies, in and by the said Deeds of Settlement, any or either of them; but **Subject nevertheless** to the yearly Rent-charge of 400*l.* issuing out of the said Manor of *C.* and by Act of Parliament limited to the said Dame *E. P.* for Life for her Jointure, which said yearly Rent-charge shall not be defeated, prejudiced or lessened by this Act, or by any Settlement, Conveyance or Assurance, or other Matter or Thing to be made or done in Pursuance or by Authority thereof: **Provided always,** That this Act, or any Settlement, Conveyance or Assurance, or other Matter or Thing to be made or done pursuant thereto, shall not extend to defeat or prejudice the Payment of any Debts or Sums of Money, to which the said Manors, Messuages, Lands or Premises, or any Part there-

thereof, is or are now liable: **Saving and Reserving**, &c. (other than and except the said **Saving**, &c. Sir G. P. and the first and every other Son of the said Sir G. P. and the several Heirs Male of their respective Bodies, and all claiming, or to claim, by, from, or under him, them or any them,) all such Estate, &c.

An Act to enable W. H. the elder, Esq; and W. H. Esq; his Son, to settle a Jointure, and grant a Lease; and for vesting the Inheritance after a Term of 500 Years, of Lands in S. in Trustees, to be sold for raising Portions for his Daughters.

Whereas by Indentures of Lease and Release, the Release being *Tripartite*, bearing Date, &c. and made or mentioned to be made between Sir E. H. late of C. &c. deceased, of the first Part, W. H. of, &c. Esq; (Son and Heir apparent of the said Sir E. H.) and D. H. Wife of the said W. H. since deceased, (Daughter and Heir of Sir R. D. Bart. deceased,) of the second Part, and M. H. late of, &c. deceased, and G. L. late of, &c. Esq; deceased of the third Part, all those the Manors of, &c. **Were** conveyed to the said M. H. and G. L. and their Heirs, **To the Use** of the said Sir E. for his Life, and after his Decease, **To the Use**, Intent and Purpose, that D. Wife of the said Sir E. should thereout receive the clear yearly Rent of 600*l.* during her Life, payable Quarterly, with Remedies for Recovery thereof as therein is mentioned, **And so Subject** and charged therewith, **To the Use** of the said W. H. for his Life; **Remainder** to the said M. H. and G. L. and their Heirs, during the Life of the said W. **Upon Trust** to preserve contingent Remainders; **Remainder** to the Use of W. H. Grandson of the said Sir E. and Son of the said W. and D. his Wife, during his Life, and to his first and every other Son successively in Tail Male, with like Provision to preserve contingent Remainders; **Remainder** to F. H. another Son of the said W. H. and D. his Wife, since deceased without Issue, and to his first and every other Son successively in Tail Male, with the same Provision for preserving contingent Remainders; **Remainder** to all and every other the Son and Sons of the said W. H. of C. successively in Tail Male; **Remainder** to the Use of W. H. of R. for his Life, and to his first and every other Son successively in Tail Male, with like Provision to preserve contingent Remainders as aforesaid; **Remainder** to the Use of D. H. since deceased without Issue, second Son of G. H. of C. N. in the said County of S. Esq; and E. his late Wife for his Life, and to his first and every other Son successively in Tail Male; **Remainder** to G. H. since deceased without Issue, one other of the Sons of the said G. H. and E. his Wife, and to his first and every other Son successively in Tail Male; **Remainder** to M. H. one other of the Sons of the said G. H. and E. his Wife for his Life, and to his first and every other Son successively in Tail Male, with the same Provision for preserving contingent Remainders; **Remainder** to all and every other the Son and Sons of the Body of the said G. H. on the Body of the said E. his Wife to be begotten successively in Tail Male; **Remainder** to the Right Heirs of the said Sir E. for ever; **With** a Power for the said W. and F. H. Sons of the said W. H. of C. respectively, as they should respectively be in the actual Possession of the Manors and Premises aforesaid in E. to limit any Part thereof not exceeding the yearly Value of 700*l.* for the Jointure or Jointures of any Woman or Women they should respectively marry, for the Life and Lives of such Woman and Women respectively; **And also** with a Power for the said W. H. of C. and W. H. his Son respectively, when he and they should respectively be in the actual Possession of the Premises, or any Part thereof, by Indenture under his and their Hand and Seal, or Hands and Seals respectively, testified by two or more credible Witnesses, to make any Leases, Demises or Grants of the said Manors, &c. to any Person or Persons in Possession and not in Reversion, for any Term or Number of Years not exceeding 21 Years, at the best improved Rents as therein is mentioned, and with a Power for the said Sir E. H. at any Time during his Life, to revoke all and every the said Use or Uses, Limitation or Limitations, Estate or Estates, Trust or Trusts, and to declare, limit, and appoint any other Uses, Trusts and Estates, of or concerning the Premises, the Uses and Estates whereof should be so revoked: **And whereas** the said Manors, &c. in the said County of E. and City of L. (other than and except all that, &c.) do now remain and continue unrevoked, and are under and subject to the strict Limitations of the said recited Indenture: **And whereas** the said W. H. of C. is now in Treaty for a Marriage of the said W. H. his Son with a considerable Fortune, and hath agreed to settle a Jointure of 1200*l. per Annum*, in Consideration of such Marriage, but cannot charge his Estate so in Settlement as aforesaid therewith, or settle the same by Reason of the strict Limitations in the said recited Settlement, without the Aid and Assistance of an Act of Parliament in that Behalf; **May**, &c. at the humble Petition of the said W. H. of C. and W. H. his Son, by and with the Consent of the said W. H. of R. and G. H. of C. Father of the said M. H. yet under Age, who are the only Persons claiming in Remainder by the said Settlement,

Sir E. H.'s Settlement.

To Uses, with divers Remainders over.

Power to make Jointures,

and Leases.

Power to Sir E. H. to revoke the said Uses, and limit new ones.

That this Settlement stand unrevoked, saving, &c. W. H. the Son in Treaty of Marriage, and 1200*l. per Ann.* Jointure to be settled.

Power given to H. the Father, and H. the Son to make a Jointure of 1200 l. per Ann. to the first Wife of H. the Son.

W. H. the Son restrained from making a Jointure to any other Wife in Case there be any Issue Male by this Wife.

Nothing to affect other Uses.

Restraint from making Leases for more than 21 Years.

H. the Elder impowered to lease the Houses to South-Sea Company for 63 Years, in such Manner as he is impowered to make that Lease for 21 Years. Subject, &c.

Lands in S. H. and M. and L. that were the Estate of D. H. and settled for Daughters Portions vested in Trustees to pay 5000 l. a-piece to Daughters, and 5000 l. to M. A. and M. O. D. Surplus to be laid out

ment, that it may be Enacted, **And be it Enacted** by, &c. That it shall and may be lawful to and for the said W. H. of C. and W. H. the Son, or for the said W. H. the Son in Case he survives his said Father, and the said W. H. the Father and W. H. the Son, and the said W. H. the Son in Case he survive his Father, are hereby enabled and impowered by any Deed or Deeds, Writing or Writings to be by them the said W. H. the Father and W. H. the Son, or by the said W. H. the Son in Case he survive his said Father, signed, sealed and executed in the Presence of two or more credible Witnesses, either before or after the Solemnization of the Marriage of the said W. H. the Son, and notwithstanding any Restrictions or Limitations in the said in Part recited Settlement, or in any other Deed or Settlement whatsoever, to grant, limit or appoint any Part or Parts, Parcel or Parcels of the said Manors, &c. in the said County of E. (other than and except as is herein before excepted) and the said Capital Messuage, &c. and the Reversion and Reversions of the same or any of them, not exceeding the yearly Value of 1200 l. by such Names, Quantities, Distinctions and Descriptions, as shall be agreed upon and thought proper, unto and for the Use of such Woman as shall be the first Wife of the said W. H. Son of the said W. H. of C. **To take Effect** immediately from and after the Decease of the said W. H. the Son, (and discharged of all Prior Incumbrances) for and during the natural Life of such first Wife for her Jointure, and in lieu and bar of her Dower, and in lieu of such Jointure as the said W. H. the Son being in Possession, is by the said recited Settlement enabled to make such first Wife: **And it is further Enacted**, That the said W. H. the Son, in Case he shall have Issue one or more Son or Sons by his said intended Wife, and happen to survive her, shall be, and is hereby disabled and restrained from making or appointing any Jointure to any second or other Wife by Virtue of the said Deed of Settlement of the, &c. or the said in Part recited Indenture therein contained, during the Life or Lives of such Son or Sons, or their Issue Male; any Thing herein, or in the said Deed of Settlement contained to the contrary notwithstanding: **And it is hereby declared**, That nothing herein before contained shall extend to affect or alter the other Uses in the same Settlement, (otherwise than in respect of the Jointure to be limited to such Woman as shall be the first Wife of W. H. the Son, and the Restraint to make a Jointure to any other Wife in Case of Issue Male as aforesaid) but that the same shall remain and continue of like Force and Effect as they were before the passing of this Act, or would have been if this Act had never been made and not otherwise. **And whereas** the said W. H. of C. and W. H. his Son have contracted and agreed to make a Lease of 63 Years to the Governor and Company of Merchants of Great Britain, trading to the South Seas and other Parts of America, and for encouraging the Fishery of, &c. at a full improved yearly Rent, without Fine or Income, but the same being contained in the said recited Settlement and subject to the same Power of leasing only for 21 Years in Possession, they are thereby restrained from making such Lease as is agreed; but it will be very much for the Advantage of all Persons intitled to the Reversion thereof, if such Lease might be made as is desired by the said Corporation: **Be it therefore further Enacted** by the Authority aforesaid, That it shall and may be lawful to and for the said W. H. of C. and W. H. his Son, or the Survivor of them, to make and execute such Lease of the said recited Capital Messuage, &c. for any Term not exceeding 63 Years, to commence from Lady Day — in such Manner, and upon such Terms as they or either of them are enabled to make any Lease thereof, for any Term not exceeding 21 Years, by the said recited Settlement; the said recited Settlement, or any Thing, &c. to the contrary, &c. notwithstanding; but the Rent thereby reserved is to be Subject to the said intended Jointure, in Case the said Houses shall be taken for any Part of the said Jointure, and afterwards to such Persons as shall be intitled to the Reversion and Inheritance thereof, by Virtue of the said recited Indenture: **And whereas** also by Indentures *Quinquartite*, bearing Date, &c. and made, or mentioned to be made, between the said W. H. of C. and D. his Wife, of the first Part, the said Sir E. H. of the second Part, R. C. of, &c. Gent. of the third Part, the said G. L. of the fourth Part, and the said W. H. of R. and the said M. H. of C. of the fifth Part, divers Manors, &c. in the Counties of S. H. and M. and in the City of L. being the Inheritance of the said D. late Wife of the said W. H. of C. Part of which said Premises in S. were before by Indenture *Tripartite*, dated, &c. limited to J. B. Esq; and E. C. Gent. for the Term of 99 Years, if D. G. of L. Merchant should so long live, were limited and conveyed **To the Use** of the said D. H. Wife of the said W. H. of C. for her Life without Impeachment of Waste; **Remainder To the Use** of the said W. H. of C. for his Life without Impeachment of Waste; and from and after his Decease, **As To** the said Premises in the County of S. therein particularly mentioned, the Uses thereof were thereby declared **To** the said Sir E. H. W. H. of R. and M. H. of C. their Executors, Administrators and Assigns, for the Term of 500 Years without Impeachment of Waste: **Upon Trust** by Mortgage or Sale thereof or of any Part thereof, and by the Rents, Issues and Profits thereof, in the mean Time, to raise and pay to D. M. and A. Daughters of the said W. H. of C. and D. his Wife, 5000 l. a-piece at their respective Ages of 21 Years or Days of Marriage, which should first happen, with Maintenances

tenances as therein is mentioned, with other Provisions, for all and every other Daughter and Daughters of the said *W. H.* on the Body of the said *D.* begotten or to be begotten, and subject thereunto, to the Use of the said *W. H.* the Grandson for his Life without Impeachment of Waste; **Remainder** to the first and every other Son of the said *W. H.* the Grandson, as well born in his Life-time as after his Decease successively in Tail Male, and in Default of such Issue, to *F. H.* his Brother, who is since dead without Issue; **Remainder** to every other Son of the Body of the said *W. H.* of *C.* on the Body of the said *D.* his Wife, to be begotten successively in Tail Male; **Remainder** to the Use of all and every the Daughter and Daughters of the said *W. H.* of *C.* on the Body of the said *D.* begotten or to be begotten in Tail; **Remainder To the Use** of the Heirs of the Body of the said *D.* by the said *W. H.* her Husband, begotten or to be begotten; **Remainder** to the Use of the Heirs of the Body of the said *D. H.* **Remainder** to the Use of the said *W. H.* of *C.* his Heirs and Assigns for ever. **And whereas** the said *D.* the Wife of the said *W. H.* of *C.* is since dead, leaving no other Issue than the said *W. H.* her Son, and the said *D. M.* and *A.* her Daughter, and the said Sir *E. H.* and *M. H.* being both dead, the said Term of 500 Years became wholly vested in the said *W. H.* of *R.* and hath been by him since assigned to Sir *E. A.* Bart. for securing the Portion of the said *M.* now Wife of the said Sir *E. A.* and is by all Parties concerned and interested therein thought most proper and convenient to be sold for raising the Portions of the said *M.* and *A.* which are yet unpaid; and also a Term of 99 Years, if the said *W. H.* of *C.* shall so long live, in the same Premises, is vested in *T. T.* Esq; in Trust for the further securing the Portion of the said *M.* to the said Sir *E. A.* and is in like Manner thought most proper and convenient also to be sold for the Purposes aforesaid; and in Case the Reversion and Inheritance of the said Terms of 99 Years and 500 Years were sold, together with the said several Terms, it would be a Means of speedier raising the said Portions, which are already become due and payable, and also advance the said Estate to a greater Price, and be for the Benefit of those intitled to the Reversion, subject to the said Terms, in Case the Money raised by such Sale over and above the said Portions, were laid out in the Purchase of other Lands, and settled to the same Uses as the said Reversion is now settled, which by and with the Consent of all Parties intitled to the said Reversion, is desired and intended to be so done; **Be it therefore further Enacted** by, &c. That all and every the said Manors, &c. in the said County of *S.* in and by the said recited Indenture *Quinquartite*, limited to the said Sir *E. H.* *W. H.* of *R.* and *M. H.* of *C.* their Executors, &c. for the said Term of 500 Years as aforesaid, and every Part and Parcel thereof, with their and every of their Appurtenances, and the Reversion and Inheritance thereof, be and shall be, from and after, &c. absolutely vested and settled in and upon the Right Reverend Father in God, *W.* Lord Bishop of *C.* and *R. F.* of, &c. Esq; their Heirs and Assigns for ever, **To the Use** of them, their Heirs and Assigns, absolutely acquitted, freed and discharged of and from the said Estate and Term of 500 Years, and all other Estates, Uses, &c. and Contingencies, limited, appointed or declared, of or concerning the same, in and by the said recited Indenture *Quinquartite*, subject to the said Term of 99 Years determinable as aforesaid, upon the Trusts, and to the Intents and Purposes herein after mentioned, (that is to say) that they the said *W.* Lord Bishop of *C.* and *R. F.* or the Survivor of them, do and shall with all convenient Speed that may be, and for the best Price that can be had, either intirely or by Parcels, sell, dispose of and convey the same Messuages, &c. hereby vested in them, or so much thereof as shall be requisite, and that all and every such Purchaser and Purchasers under the said *W.* Lord Bishop of *C.* and *R. F.* or the Survivor of them, or the Heirs or Assigns of such Survivor, shall and may peaceably and quietly hold and enjoy such Purchases against the said *W. H.* of *C.* and *W. H.* his Son, and *W. H.* of *R.* the said *D.* now Dame *D. M.* Widow, and the said *M.* now Dame *M. A.* Wife of the said Sir *E. A.* Bart. and the said Sir *E. A.* and the said *A. H.* and every of them, their and every of their Heirs and Assigns, Sons, Issues, and Heirs of their respective Bodies, and against all Persons claiming or to claim, by Virtue of the said Indenture *Quinquartite*; and also that such Purchaser or Purchasers, paying his, her, or their Purchase-Money, on such Purchase or Purchases, to the said *W.* Lord Bishop of *C.* and *R. F.* or the Survivor of them, his Heirs or Assigns, shall be deemed to have well paid the same, according to the true Intent and Meaning of this Act, and shall be discharged from the same, and such Purchaser or Purchasers shall not be obliged to see the Application thereof, or be answerable for the Loss or Misapplication thereof; **And upon this further Trust**, That they the said *W.* Lord Bishop of *C.* and *R. F.* and the Survivor of them, his Heirs and Assigns, do and shall, out of the Monies raised by such Sale or Sales, in the first place pay unto the said Sir *E. A.* his Executors, Administrators or Assigns the Portion of 5000*l.* and Interest thereof charged on the said Premises, and afterwards the said 5000*l.* and Interest to the said *A. H.* in Discharge of the said Portions of 5000*l.* and 5000*l.* by the said Indenture *Quinquartite* directed and appointed to be raised, and all Interest due for the same, and after Payment and Satisfaction of the said several Sums of 5000*l.* and 5000*l.* and Interest as aforesaid, upon Trust to lay out and dispose of the Residue of the said Monies arising by such Sale

in a Portion to be settled to same Uses.

D. the Wife of *W. H.* dead, no Issue but *W. H.* her Son, and *D. M.* and *A.* Daughters. Sir *E. H.* and *M. H.* dead. Term of 500 Years vested in Sir *E. A.* most proper to be sold for raising *M.* and *A.*'s Portions, and a Term of 99 Years.

Advantages of Sale.

Enacted, That Lands in *S.* shall be vested in Trustees to be sold.

Purchasers to enjoy peaceably.

not obliged to see the Application of the Purchase-Money after paid.

The Money to pay said Portions.

in the Purchase of other Lands, Tenements and Hereditaments, and settle the same, and such Part of the said Estate as shall remain unfold, if any, to the same Uses as are in and by the said recited Indenture *Quinquartite* limited of the said Premises hereby vested in them as aforesaid, after the Determination of the said Term of 500 Years; (Provido that Trustees shall not be liable for each other,) **Saving, &c.**

Thirdly, **To settle Estates before and after Marriage; for Provision for Wives and Families; and to end Law Suits and Controversies.**

* Note this is before Marriage.

*An Act for settling the Estate of the most Noble J. Duke of R. and J. M. Esq; commonly called Marquis of G. Son and Heir apparent of the said Duke, on the * Marriage of the said Marquis of G. with the Honourable B. S. only Child of the Right Honourable R. Lord L. And also for vesting the Estates of the said R. Lord L. and B. S. therein mentioned, in Trustees, to be sold for raising Money for the Marriage Portion of the said B. S.*

Recital of Lease and Release, whereby Estates in L. M.

In D. N. and W. except, &c. in Consideration of Marriage, are limited to the Uses of J. Duke of R. for 99 Years, to preserve contingent Remainders. Other Premises vested in Trustees for 400 Years to raise Portions for his younger Children.

Whereas by Indentures of Lease and Release, the Lease bearing Date the Day next before the Day of the Date of the Release, and the Release being *Quinquartite* bearing Date, &c. and made or mentioned to be made between the most Noble J. late Duke of R. since deceased, (by the Name of the Right Honourable J. Earl of R. Lord R. of H. T. and B. and Lord M. of H.) and the most Noble K. now Duchess Dowager of R. (by the Name of the Right Honourable the Lady K. one of the Daughters of the Right Honourable B. late Lord Viscount C. and now Countess of R. Wife of the said Earl of R.) and the most Noble J. now Duke of R. (by the Name of the Right Honourable J. commonly called J. M. Lord R. the eldest Son of the said Earl of R. by the said Lady K. his Wife) of the first Part, the Honourable C. B. Esq; since deceased, one of the Sons of the Right Honourable M. late Earl of L. deceased, and the Honourable P. B. (since also deceased) second Son of the Right Honourable R. late Earl of L. and Lord Great Chamberlain of England, (now also deceased) of the second Part, the most Noble W. late Duke of B. deceased, (by the Name of the Right Honourable W. Earl of B. Lord R. Baron R. of T. Knight of the most noble Order of the Garter, and one of their Majesties most Honourable Privy Council) and the Right Honourable R. Lady R. Widow and Relict of W. late Lord R. deceased, in his Life-time, Son and Heir apparent of the said Earl of B. and the most Noble K. late Duchess of R. deceased, (by the Name of the Honourable K. R. youngest Daughter of the said R. Lady R. by the said W. late Lord R.) of the third Part, S. C. Esq; Son and Heir apparent of Sir S. C. of, &c. Knight, J. C. Esq; Brother of the said Sir S. and H. C. Esq; one other of the Brothers of the said Sir S. C. (all three since deceased) of the fourth Part, and the most Noble W. Duke of D. (by the Name of the Right Honourable W. Lord C. Son and Heir apparent of the Right Honourable W. Earl of D.) and the Honourable J. R. (since deceased) one of the Sons of the said late Earl of B. of the fifth Part, and by Fine levied in pursuance of the Covenant in the said Indenture of Release mentioned in that behalf, All that the Honour, Castle and Manor of B. in the Counties of L. and M. or one of them, with all the Rights, &c. and all those, &c. and, &c. and all that the Manor, &c. in the County of D. and all, &c. and also all those the Manors of G. and S. in the County of N. and all, &c. and also all those the Manors or Lordships of, &c. in the County of W. with their and every of their Appurtenances, and also all, &c. (Except all those the said Manors, &c.) **In Consideration** of a Marriage then intended, and soon after solemnized between the said J. Lord R. (now Duke of R.) and K. R. and other Considerations in the said Indenture *Quinquartite* of Release mentioned, **are and stand limited**, (among other Lands and Hereditaments therein mentioned) after the Decease of the said J. late Duke of R. deceased, **To the Use** of the said J. now Duke of R. for the Term of 99 Years, if he shall so long live, without Impeachment of Waste; Remainder to the said C. B. and P. B. and their Heirs during the Life of the said J. now Duke of R. in Trust to preserve contingent Remainders, and after the Decease of the said J. now Duke of R. then as to Part of the said Premises, to the Use of the said K. R. late Duchess of R. (since also deceased) for her Life for her Jointure: **And as to** other Part of the said Premises so limited to the said J. now Duke of R. for his Life, as aforesaid, **To the Use** of the said Sir S. C. J. C. and H. C. their Executors, &c. for the Term of 400 Years, in Trust for raising Portions for the Daughters, and Annuities for the younger Sons of the said J. now Duke of R. by the said Lady K. in case of an elder Son, and Maintenance for them respectively in such Manner as is therein declared; **And** as to all and singular the said Honours, &c. therein before-mentioned to be limited in Use to the said J. now Duke of R. for his Life (subject nevertheless to, and chargeable with the Jointure Estate

Estate of the said K. late Duchefs of R. and the Trusts declared of the said Term of four hundred Years) immediately from and after the Determination of the several Estates in and by the said recited Indenture *Quinquartite* thereof respectively limited and declared, and as the same should respectively end and determine; **To the Use** of the first, second, third and all and every other Son and Sons of the said J. now Duke of R. by the said K. late Duchefs of R. in Tail Male; Remainder as to all the said Manors, &c. thereby limited for the said Term of 400 Years, to the said W. Lord C. (now Duke of D.) and J. R. their Executors, &c. for the Term of 500 Years without Impeachment of Waste, **In Trust** for raising Portions for the Daughters of the said J. now Duke of R. by the said K. late Duchefs of R. in case of Failure of Issue Male of the said now Duke of R. by her, with Maintenance for such Daughters as is in the said Indenture *Quinquartite* in that Behalf mentioned; Remainder as to all and singular the said Honours, &c. herein before mentioned to have been limited in Use to the said J. now Duke of R. for his Life, as aforesaid, immediately after the Determination of the respective Uses and Estates in and by the said recited Indenture *Quinquartite* thereof limited, and as the same should respectively end and determine, to the Use of such Person and Persons, and for such Estate and Estates, Uses, Intents and Purposes, and subject to such Limitations, Declarations, Trusts, Provisoes and Agreements, and in such Manner and Form, as the said J. late Earl of R. by any Deed or Deeds to be by him sealed and delivered in the Presence of three or more credible Witnesses, or by his last Will and Testament in Writing testified as aforesaid, should from Time to Time limit, declare, direct or appoint; and for want of such Declaration, Limitation, Direction or Appointment, **To the Use** of the first, second, third, and all and every other the Son and Sons of the said J. now Duke of R. by any other Woman which he should happen to marry after the Decease of the said K. late Duchefs of R. deceased, in Tail Male successively; Remainder to the Honourable T. B. M. second Son of the said J. late Duke R. by the said K. Duchefs Dowager of R. his Wife, for and during the Life of the said T. B. M. without Impeachment of Waste; Remainder to the said C. B. and P. B. and their Heirs during the Life of the said T. B. M. in Trust to preserve the contingent Remainders; Remainder to the first, second, third, and all and every other Son and Sons of the said T. B. M. in Tail Male successively; Remainder to the said J. late Duke of R. his Heirs and Assigns for ever, with a Power in the said Indenture *Quinquartite* of Release contained, for him the said J. now Duke of R. in Case he should happen to survive the said K. late Duchefs of R. his Wife, since deceased, by Indenture under his Hand and Seal, signed and sealed by him in the Presence of two or more credible Witnesses, to assign, limit and appoint all or any Part or Parts of the said Manors, &c. thereby limited to the Use of the said K. late Duchefs of R. deceased, for her Life for her Jointure, not exceeding the yearly Value of 1500*l.* to any Woman or Women which the said J. now Duke of R. should afterwards marry, for the Life or Lives of such Woman or Women successively for her or their Jointure or Jointures: **And whereas** by Indenture *Tripartite*, bearing Date, &c. made or mentioned to be made between the said J. late Duke of R. deceased, (by the Name of the Right Honourable J. Earl of R. Lord R. of H. T. B. and Lord M. of H.) and the said J. now Duke of R. (by the Name of the Right Honourable J. commonly called J. M. Lord R. the eldest Son of the said Earl of R. by the Right Honourable K. Countess of R. his now Wife) of the first Part, J. L. of, &c. Gent. and T. B. of, &c. Gent. of the second Part, and W. E. of, &c. Esq; and H. B. of D. in the said County of D. Esq; of the third Part, and other Assurances in the Law, **All** those the Manors, &c. in the said County of D. and all, &c. and all that Capital Messuage, &c. in the County of M. and all, &c. and all that the Manor, &c. in the County of R. together with, &c. to the said Manor or reputed Manor and Rectory of P. aforesaid, or to either of them, and all and singular the other Manors, &c. and all and singular Houses, &c. (**Except** all those the Manors, &c. in the said County of D. Parcel of the said Manors and Hereditaments herein before mentioned, and comprized in the said Indenture *Tripartite*, and which are thereby limited in Use to the said J. late Earl of R. deceased, for his Life; Remainder to the said J. Lord R. now Duke of R. and his Heirs,) **In Consideration** of the said Marriage between the said J. now Duke of R. and K. late Duchefs of R. deceased, and other Considerations in the said Indenture *Tripartite* mentioned, **Are** and stand limited, after the Decease of the said J. late Duke of R. deceased, **To the Use** of the said J. now Duke of R. for a Term of 99 Years, if he shall so long live, without Impeachment of Waste; Remainder to the said W. E. and H. B. and their Heirs, during the Life of the said last mentioned Duke, in Trust to preserve the contingent Remainders; Remainder to the said J. M. Esq; now Marquis of G. first and eldest Son of the said J. now Duke of R. by the said K. late Duchefs of R. deceased, in Tail Male; Remainder to the second, third and all and every other the Sons of the said J. now Duke of R. by the said K. late Duchefs of R. deceased, successively in Tail Male; Remainder to such Person and Persons, and for such Estate and Estates, Uses, Intents and Purposes, and subject unto such Limitations, Declarations, Trusts, Provisoes and Agreements as the said

Remainder to his Appointment.

Or for want thereof, to the Children of any other Wife, with divers Remainders over,

with Power to make a Jointure.

Conveyance of Estates in D.

In M. and R.

In Consideration of said Marriage are limited to J. Duke of R. for 99 Years, to preserve contingent with divers Remainders over.

in the Purchase of other Lands, Tenements and Hereditaments, and settle the same, and such Part of the said Estate as shall remain unfold, if any, to the same Uses as are in and by the said recited Indenture *Quinquartite* limited of the said Premises hereby vested in them as aforesaid, after the Determination of the said Term of 500 Years; (Provido that Trustees shall not be liable for each other,) **Saving, &c.**

Thirdly, **To settle Estates before and after Marriage; for Provision for Widves and Families; and to end Law Suits and Controversies.**

* Note this is before Marriage.

An Act for settling the Estate of the most Noble J. Duke of R. and J. M. Esq; commonly called Marquis of G. Son and Heir apparent of the said Duke, on the Marriage of the said Marquis of G. with the Honourable B. S. only Child of the Right Honourable R. Lord L. And also for vesting the Estates of the said R. Lord L. and B. S. therein mentioned, in Trustees, to be sold for raising Money for the Marriage Portion of the said B. S.

Recital of Lease and Release, whereby Estates in L. M.

In D. N. and W.

except, &c. in Consideration of Marriage, are limited to the Uses of J. Duke of R. for 99 Years, to preserve contingent Remainders. Other Premises vested in Trustees for 400 Years to raise Portions for his younger Children.

Whereas by Indentures of Lease and Release, the Lease bearing Date the Day next before the Day of the Date of the Release, and the Release being *Quinquartite* bearing Date, &c. and made or mentioned to be made between the most Noble J. late Duke of R. since deceased, (by the Name of the Right Honourable J. Earl of R. Lord R. of H. T. and B. and Lord M. of H.) and the most Noble K. now Duchess Dowager of R. (by the Name of the Right Honourable the Lady K. one of the Daughters of the Right Honourable B. late Lord Viscount C. and now Countess of R. Wife of the said Earl of R.) and the most Noble J. now Duke of R. (by the Name of the Right Honourable J. commonly called J. M. Lord R. the eldest Son of the said Earl of R. by the said Lady K. his Wife) of the first Part, the Honourable C. B. Esq; since deceased, one of the Sons of the Right Honourable M. late Earl of L. deceased, and the Honourable P. B. (since also deceased) second Son of the Right Honourable R. late Earl of L. and Lord Great Chamberlain of England, (now also deceased) of the second Part, the most Noble W. late Duke of B. deceased, (by the Name of the Right Honourable W. Earl of B. Lord R. Baron R. of T. Knight of the most noble Order of the Garter, and one of their Majesties most Honourable Privy Council) and the Right Honourable R. Lady R. Widow and Relict of W. late Lord R. deceased, in his Life-time, Son and Heir apparent of the said Earl of B. and the most Noble K. late Duchess of R. deceased, (by the Name of the Honourable K. R. youngest Daughter of the said R. Lady R. by the said W. late Lord R.) of the third Part, S. C. Esq; Son and Heir apparent of Sir S. C. of, &c. Knight, J. C. Esq; Brother of the said Sir S. and H. C. Esq; one other of the Brothers of the said Sir S. C. (all three since deceased) of the fourth Part, and the most Noble W. Duke of D. (by the Name of the Right Honourable W. Lord C. Son and Heir apparent of the Right Honourable W. Earl of D.) and the Honourable J. R. (since deceased) one of the Sons of the said late Earl of B. of the fifth Part, and by Fine levied in pursuance of the Covenant in the said Indenture of Release mentioned in that behalf, All that the Honour, Castle and Manor of B. in the Counties of L. and M. or one of them, with all the Rights, &c. and all those, &c. and, &c. and all that the Manor, &c. in the County of D. and all, &c. and also all those the Manors of G. and S. in the County of N. and all, &c. and also all those the Manors or Lordships of, &c. in the County of W. with their and every of their Appurtenances, and also all, &c. (**Except** all those the said Manors, &c.) **In Consideration** of a Marriage then intended, and soon after solemnized between the said J. Lord R. (now Duke of R.) and K. R. and other Considerations in the said Indenture *Quinquartite* of Release mentioned, **are and stand limited**, (among other Lands and Hereditaments therein mentioned) after the Decease of the said J. late Duke of R. deceased, **To the Use** of the said J. now Duke of R. for the Term of 99 Years, if he shall so long live, without Impeachment of Waste; Remainder to the said C. B. and P. B. and their Heirs during the Life of the said J. now Duke of R. in Trust to preserve contingent Remainders, and after the Decease of the said J. now Duke of R. then as to Part of the said Premises, to the Use of the said K. R. late Duchess of R. (since also deceased) for her Life for her Jointure: **And as to** other Part of the said Premises so limited to the said J. now Duke of R. for his Life, as aforesaid, **To the Use** of the said Sir S. C. J. C. and H. C. their Executors, &c. for the Term of 400 Years, in Trust for raising Portions for the Daughters, and Annuities for the younger Sons of the said J. now Duke of R. by the said Lady K. in case of an elder Son, and Maintenance for them respectively in such Manner as is therein declared; **And as to** all and singular the said Honours, &c. therein before-mentioned to be limited in Use to the said J. now Duke of R. for his Life (subject nevertheless to, and chargeable with the Jointure Estate

Estate of the said K. late Duchefs of R. and the Trusts declared of the said Term of four hundred Years) immediately from and after the Determination of the several Estates in and by the said recited Indenture *Quinquartite* thereof respectively limited and declared, and as the same should respectively end and determine; **To the Use** of the first, second, third and all and every other Son and Sons of the said J. now Duke of R. by the said K. late Duchefs of R. in Tail Male; Remainder as to all the said Manors, &c. thereby limited for the said Term of 400 Years, to the said W. Lord C. (now Duke of D.) and J. R. their Executors, &c. for the Term of 500 Years without Impeachment of Waste, **In Trust** for raising Portions for the Daughters of the said J. now Duke of R. by the said K. late Duchefs of R. in case of Failure of Issue Male of the said now Duke of R. by her, with Maintenance for such Daughters as is in the said Indenture *Quinquartite* in that Behalf mentioned; Remainder as to all and singular the said Honours, &c. herein before mentioned to have been limited in Use to the said J. now Duke of R. for his Life, as aforesaid, immediately after the Determination of the respective Uses and Estates in and by the said recited Indenture *Quinquartite* thereof limited, and as the same should respectively end and determine, to the Use of such Person and Persons, and for such Estate and Estates, Uses, Intents and Purposes, and subject to such Limitations, Declarations, Trusts, Provisoes and Agreements, and in such Manner and Form, as the said J. late Earl of R. by any Deed or Deeds to be by him sealed and delivered in the Presence of three or more credible Witnesses, or by his last Will and Testament in Writing testified as aforesaid, should from Time to Time limit, declare, direct or appoint; and for want of such Declaration, Limitation, Direction or Appointment, **To the Use** of the first, second, third, and all and every other the Son and Sons of the said J. now Duke of R. by any other Woman which he should happen to marry after the Decease of the said K. late Duchefs of R. deceased, in Tail Male successively; Remainder to the Honourable T. B. M. second Son of the said J. late Duke R. by the said K. Duchefs Dowager of R. his Wife, for and during the Life of the said T. B. M. without Impeachment of Waste; Remainder to the said C. B. and P. B. and their Heirs during the Life of the said T. B. M. in Trust to preserve the contingent Remainders; Remainder to the first, second, third, and all and every other Son and Sons of the said T. B. M. in Tail Male successively; Remainder to the said J. late Duke of R. his Heirs and Assigns for ever, with a Power in the said Indenture *Quinquartite* of Release contained, for him the said J. now Duke of R. in Case he should happen to survive the said K. late Duchefs of R. his Wife, since deceased, by Indenture under his Hand and Seal, signed and sealed by him in the Presence of two or more credible Witnesses, to assign, limit and appoint all or any Part or Parts of the said Manors, &c. thereby limited to the Use of the said K. late Duchefs of R. deceased, for her Life for her Jointure, not exceeding the yearly Value of 1500 l. to any Woman or Women which the said J. now Duke of R. should afterwards marry, for the Life or Lives of such Woman or Women successively for her or their Jointure or Jointures: **And whereas** by Indenture *Tripartite*, bearing Date, &c. made or mentioned to be made between the said J. late Duke of R. deceased, (by the Name of the Right Honourable J. Earl of R. Lord R. of H. T. B. and Lord M. of H.) and the said J. now Duke of R. (by the Name of the Right Honourable J. commonly called J. M. Lord R. the eldest Son of the said Earl of R. by the Right Honourable K. Countess of R. his now Wife) of the first Part, J. L. of, &c. Gent. and T. B. of, &c. Gent. of the second Part, and W. E. of, &c. Esq; and H. B. of D. in the said County of D. Esq; of the third Part, and other Assurances in the Law, **All** those the Manors, &c. in the said County of D. and all, &c. and all that Capital Messuage, &c. in the County of M. and all, &c. and all that the Manor, &c. in the County of R. together with, &c. to the said Manor or reputed Manor and Rectory of P. aforesaid, or to either R. of them, and all and singular the other Manors, &c. and all and singular Houses, &c. (**Except** all those the Manors, &c. in the said County of D. Parcel of the said Manors and Hereditaments herein before mentioned, and comprized in the said Indenture *Tripartite*, and which are thereby limited in Use to the said J. late Earl of R. deceased, for his Life; Remainder to the said J. Lord R. now Duke of R. and his Heirs,) **In Consideration** of the said Marriage between the said J. now Duke of R. and K. late Duchefs of R. deceased, and other Considerations in the said Indenture *Tripartite* mentioned, **Are** and stand limited, after the Decease of the said J. late Duke of R. deceased, **To the Use** of the said J. now Duke of R. for a Term of 99 Years, if he shall so long live, without Impeachment of Waste; Remainder to the said W. E. and H. B. and their Heirs, during the Life of the said last mentioned Duke, in Trust to preserve the contingent Remainders; Remainder to the said J. M. Esq; now Marquis of G. first and eldest Son of the said J. now Duke of R. by the said K. late Duchefs of R. deceased, in Tail Male; Remainder to the second, third and all and every other the Sons of the said J. now Duke of R. by the said K. late Duchefs of R. deceased, successively in Tail Male; Remainder to such Person and Persons, and for such Estate and Estates, Uses, Intents and Purposes, and subject unto such Limitations, Declarations, Trusts, Provisoes and Agreements as the said

Remainder to his Appointment.

Or for want thereof, to the Children of any other Wife, with divers Remainders over,

with Power to make a Jointure.

Conveyance of Estates in D.

In M. and

In Consideration of said Marriage are limited to J. Duke of R. for 99 Years, to preserve contingent with divers Remainders over.

Appointment; in Default thereof, how settled.
 Release whereby Lands in Y. stand limited to the Use of J. Duke of R. and T. B. M. for Life, &c. to preserve contingent Remainders; Remainder, &c.
 Subject, &c.
 T. B. M. dead.
 No Revocation or new Limitation. Issue of J. Duke of R. Death of his former Wife. Their Issue.
 J. Duke of R. seised of Premises for Life, &c.
 Remainders, &c.

said J. late Duke of R. by any Deed or Deeds, to be by him sealed and delivered in the Presence of three or more credible Witnesses, or by his last Will and Testament in Writing, published and declared in the Presence of three or more credible Witnesses, should from Time to Time limit, declare, direct or appoint; **And** in Default of such Limitation, Declaration, Direction or Appointment, to the first, second, third and all and every other the Son and Sons of the said J. now Duke of R. on the Body of any other Woman he should happen to marry after the Decease of the said K. late Duchess of R. deceased, in Tail Male; Remainder to the said T. B. M. for the Term of 99 Years, if he should so long live, without Impeachment of Waste; Remainder to the said W. E. and H. B. and their Heirs, during the Life of the said T. B. M. **In Trust** to preserve the contingent Remainders; Remainder to the first, second, third and all and every other the Son and Sons of the said T. B. M. successively in Tail Male; Remainder to the said J. late Duke of R. his Heirs and Assigns for ever: **And whereas** by Indenture of Release, bearing Date, &c. made or mentioned to be made between the said J. late Duke of R. since deceased (by the Name of, &c.) of the one Part, and the Right Honourable J. L. G. late Lord G. deceased, (by the Name of Sir J. L. G. of T. in the County of S. Bart.) Sir W. L. late of, &c. since deceased, R. L. the elder, of, &c. Esq; since deceased, and the said T. B. (by the Name of T. B. of, &c. Gent.) of the other Part, and other Assurances in the Law, **All** those the Manors of, &c. in the County of Y. with their, &c. for the Considerations in the said last mentioned Indenture of Release mentioned, are and stand limited, after the Decease of the said J. late Duke of R. and the said T. B. M. his Son; and in case of Failure of Issue Male of the Body of the said T. B. M. and after the Determination of a Term of 500 Years therein limited, upon several Trusts now determined, **To the Use** of the said J. now Duke of R. for Life, without Impeachment of Waste; Remainder to the said Sir J. L. G. Sir W. L. R. L. and T. B. and their Heirs, during the Life of the said J. now Duke of R. in Trust to preserve the contingent Remainders; Remainder to the said J. M. now Marquis of G. in Tail Male; Remainder to the second, third and all and every other the Son and Sons of the said J. now Duke of R. in Tail Male; Remainder to all and every other the Son and Sons of the said J. late Duke of R. deceased, in Tail Male; Remainder to all and every the Daughter and Daughters of the said T. B. M. in Tail; Remainder to all and every the Daughter and Daughters of the said J. now Duke of R. and the Heirs of their several and respective Bodies; Remainder to the Right Honourable K. Lady Dowager G. eldest Daughter of the said J. late Duke of R. deceased, by the said K. Duchess Dowager of R. the Right Honourable the Lady D. M. youngest Daughter of the said late Duke of R. by the said Duchess Dowager of R. and now Countess of G. and all and every the Daughter and Daughters of the said J. late Duke of R. thereafter lawfully to be begotten, to take as Tenants in common, and not as Joint-tenants, and the several and respective Heirs of the Body and Bodies of the said K. Lady G. D. Countess of G. and all other the Daughters of the said late Duke of R. thereafter to be begotten, lawfully issuing; Remainder to R. M. of, &c. Esq; in Tail Male; Remainder to the said J. now Duke of R. his Heirs and Assigns for ever: **Subject** nevertheless to a Power in the said last recited Indenture of Release contained, for him the said J. late Duke of R. deceased, at any Time during his Life, by any Writing under his Hand and Seal to revoke all the Uses, Trusts and Estates thereby limited and declared, and by the same, or any other Writing under his Hand and Seal, to limit and declare new or other Uses, Estates or Trusts thereof, as to him should seem meet; as in and by the said several recited Indentures, Relation, &c. **And whereas** the said T. B. M. died in the Life-time of the said J. late Duke of R. without Issue of his Body, and the said J. late Duke of R. died in the Month of, &c. having made no Limitation, Declaration or Revocation of Uses, according to the several Powers in and by the said several recited Indentures, to him respectively reserved or given, and left Issue of his Body by the said K. now Duchess Dowager of R. the said J. now Duke of R. the said K. Lady G. and the said D. Countess of G. and the said K. late Duchess of R. former Wife of the said J. now Duke of R. died in or about the Month of, &c. and there is Issue of the said now Duke by her now living, the said J. Marquis of G. aged above 20 Years, and under the Age of 21 Years, the Right Honourable W. M. Esq; commonly called Lord W. M. the Right Honourable T. M. Esq; commonly called Lord T. M. and the Right Honourable the Lady K. M. the Lady R. M. the Lady F. M. and the Lady E. M. **Whereby**, and by Means whereof, the said J. now Duke of R. is, according to the Purport and Tenour of the several Settlements in the said several recited Indentures comprised, seised and possessed of and in all and singular the Honours, &c. in the same recited Indentures mentioned and contained (except such of the said Premises as are herein before particularly mentioned to be excepted thereout) to himself for Life, or for some Term or Terms for Years determinable on his Death, with Remainder to Trustees and their Heirs during his Life, to preserve contingent Remainders; Remainder to the said J. Lord Marquis of G. in Tail Male, with such other Remainders over, as in the said several recited Indentures are thereof respectively limited; but Part of the said Manors, &c.

of the yearly Value of 2500*l.* or thereabouts, were by the said *J.* Duke of *R.* deceased; limited and settled to and for the Use of the said *K.* now Duchess Dowager of *R.* for her Life, for her Jointure; and the said *J.* now Duke of *R.* did, in Pursuance of the said Power to him reserved, in and by the said recited Indenture *Quinquartite* of Release, assign, limit and appoint other Part of the said Manors, Lands and Premises whereof he is now possessed or seised for his Life, as aforesaid, of the yearly Value of 1500*l.* to and for the Use of the most Noble *L.* now Duchess of *R.* his Wife, for her Life for her Jointure, in case she shall happen to survive him; and the said Parts of the said Manors, Lands, Tenements and Hereditaments, are still charged with, or liable to the said Jointure Estates of the said *K.* Duchess Dowager of *R.* and *L.* the present Duchess of *R.* **And whereas** a Marriage is intended shortly to be had and solemnized between the said *J. M.* Esq; commonly called *J.* Marquis of *G.* and the said *B. S.* and it is agreed by and on the Part and Behalf of the said *J.* now Duke of *R.* and the said *J. M.* Esq; Marquis of *G.* his Son, that the said several Honours, &c. whereof the said Duke of *R.* is herein before-mentioned to be seised or possessed for Life, or for a Term or Terms for Years determinable on his Death, with the usual Provision for preserving contingent Remainders, and after with Remainder to the said Marquis of *G.* in Tail Male, shall, in Consideration of the said intended Marriage, and of the Estate and Fortune of the said *B. S.* herein after specified, and for making a Provision for the said *B. S.* and her Issue, by the said Lord Marquis of *G.* suitable to her Fortune and Quality, be settled, conveyed and assured to the Uses, upon the Trusts, and subject to the Provisoos, Limitations and Agreements hereby limited and declared thereof: But the said Lord Marquis of *G.* being under the Age of 21 Years, such Settlement or Conveyance cannot be made according to the common Course of the Laws of this Kingdom; so that an Act of Parliament is absolutely necessary to make the said Marriage Agreement effectual: **Wherefore** your Majesty's most dutiful Subjects, the said *J.* Duke of *R.* and the said *J. M.* Esq; commonly called Lord Marquis of *G.* most humbly beseech your most excellent Majesty, that it may be enacted, **And be it enacted** by, &c. That from and after the Solemnization of the said intended Marriage, *All* and every the said Honours, Manors, Castles, capital Messuages, Messuages, Lands, Tenements, Rectories, Advowsons, Hereditaments and Premises herein before-mentioned to be limited to the said *J.* now Duke of *R.* for his Life, or for Years determinable on his Death, with the usual Provision to preserve contingent Remainders; Remainder to the said *J.* Marquis of *G.* in Tail Male, as eldest Son of the said *J.* now Duke of *R.* with their and every of their Rights, Members and Appurtenances, **shall be vested** and settled, and are hereby **vested and settled** in and upon (*Trustees*) and their Heirs; (*Subject* nevertheless to the several Estates for Life, of the said *K.* Duchess Dowager of *R.* and *L.* Duchess of *R.* the Wife of the said *J.* now Duke of *R.* therein, herein before-mentioned to be thereof limited to them respectively, as aforesaid, for their respective Jointures; and subject to the said Term of 400 Years in the first recited Indenture *Quinquartite* of Release mentioned, and to the Trusts thereof declared for the raising of Portions and Maintenances for the Daughters, and Annuities for the younger Sons of the said *J.* now Duke of *R.* by the said *K.* late Duchess of *R.* deceased;) and the said (*Trustees*) and their Heirs (subject as aforesaid) shall stand and be seised of all and singular the said Premises, **To the several Uses**, Intents and Purposes, and under and subject to the several Provisoos, Limitations and Agreements herein after-mentioned, expressed and declared; that is to say, **As to, for and concerning** all those the Manors of, &c. in the said County of *N.* and the, &c. and also as to, for and concerning all that the Manor of, &c. in the said County of *M.* **To the Use of** (*the Trustees*) their Executors, &c. from and after the Solemnization of the said intended Marriage, for and during and until the full End and Term of 99 Years fully to be compleat and ended, **Upon the Trusts**, and to and for the Ends, Intents and Purposes; and with and under the Provisoos and Agreements herein after-mentioned and declared of and concerning the same; that is to say, **Upon Trust** that the said (*Trustees*) and the Survivor of them, and the Executors, &c. shall and may, by and out of the Rents, Issues and Profits of the Manors, Lands, Tenements, Hereditaments and Premises so limited to them for 99 Years, yearly, and every Year during the joint Lives of the said *J.* Marquis of *G.* and *B. S.* his intended Wife, raise, levy, pay and dispose of the yearly Sum of 500*l.* of lawful, &c. free and clear of and from all Taxes, Charges and Deductions whatsoever, to such Person and Persons, and for such Uses, Intents and Purposes as the said *B. S.* alone, and without the said Marquis of *G.* her intended Husband, notwithstanding her Coverture, by any Writing or Writings under her Hand shall from Time to Time direct and appoint. And to the Intent that the same yearly Sum of 500*l.* may be disposed of and applied to and for the sole, peculiar and separate Use and Benefit of the said *B. S.* and for her Apparel and Ornaments, or otherwise, as she shall think fit, and may not be subject to the Controul, Debts, Engagements, or Intermeddling of the said *J.* Marquis of *G.* her intended Husband; the said yearly Sum of 500*l.* to be levied and paid half-yearly at, &c. the first Payment, &c. and the Receipt or

Proviso.

Further Limitations of Uses and Trusts.

Receipts of the said *B. S.* alone under her Hand, or of such Person or Persons as she shall so appoint to receive the same as aforesaid, shall, notwithstanding her Coverture, from Time to Time be a sufficient Discharge unto the said (*Trustees*) for so much as shall therein be acknowledged or expressed to be paid; **And also upon Trust** to permit the Residue of the said Rents, Issues and Profits of the Premises so limited to them for the said Term of 99 Years, over and above the said 500 *l. per Annum*, and Costs and Charges of the said Trustees upon Account thereof, to be received by the said *J. Marquis of G.* and his Assigns during the joint Lives of him and the said *B. S.* his intended Wife. **Provided always**, and it is hereby declared and enacted, That if the said *J. Marquis of G.* shall from Time to Time during the joint Lives of him and the said *B. S.* his intended Wife, well and truly pay, or cause to be paid, unto the proper Hands of the said *B. S.* or by her Appointment, for her separate Use and Disposal, the said yearly Sum of 500 *l.* by half-yearly Payments as aforesaid, it shall and may be lawful to and for the said Marquis of *G.* and his Assigns, in such Case to receive and take to his and their own Use, during the joint Lives of him the said Marquis and the said *B. S.* his intended Wife, the Rents, Issues and Profits of the same Premises so limited for the said Term of 99 Years. **Provided also**, and it is hereby declared and enacted, That when all the Trusts of the said Term of 99 Years shall be fully executed and performed, and all Arrears due or to grow due of the said annual Sum of 500 *l.* shall be paid and satisfied, and the Costs and Charges of the Trustees relating thereunto shall be raised and discharged, then and from thenceforth the said Term of 99 Years shall cease, determine and become void. **And as to, for and concerning** the said Manors, Capital Messuages, Lands, Tenements, Hereditaments and Premises herein before limited in Use to the said (*Trustees*) their Executors, &c. for 99 Years, from and after the End, Expiration or other sooner Determination of the same Term, and subject in the mean Time thereunto, **To the Use** and Behoof of the said *J. M.* commonly called Marquis of *G.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, **To the Use** and Behoof of the said (*Trustees*) and their Heirs during the Life of the said Marquis of *G.* in Trust to preserve the contingent Remainders thereof herein after limited from being defeated or destroyed, and for that Purpose to make Entries, and bring Actions, as Occasion shall be or require; yet nevertheless to permit and suffer the said *J. Marquis of G.* to receive and take the Rents, Issues and Profits thereof during his Life, and immediately from and after the Decease of the said Marquis of *G.* **To the Use** and Behoof of the said *B. S.* and her Assigns for and during her natural Life for her Jointure, and in full Recompence, Satisfaction and Bar of all Dower, Title of Dower, and Thirds at the Common Law, which she the said *B. S.* can, or at any Time hereafter may have or claim out of the Manors, Lands, Tenements and Hereditaments hereby limited to her for her Life, or out of any other the Manors, Honours, Lands, Tenements or Hereditaments, whereof the said *J. Marquis of G.* now is or any Time hereafter during the Coverture between him and the said *B. S.* shall or may be seised of any Estate of Freehold or Inheritance; and immediately from and after the Decease of the Survivor of them, the said *J. Marquis of G.* and *B. S.* **To the Use** and Behoof of (*the Trustees*), their Executors, &c. for and during and unto the full End and Term of 60 Years, without Impeachment of or for any Manner of Waste, **Upon the Trusts**, and subject to the Provisoes and Agreements herein after mentioned, expressed and declared of and concerning the same; and immediately from and after the Expiration, or other sooner Determination of the said Term of 60 Years, and subject thereto, **To the Use** and Behoof of the first Son of the said *J. M.* commonly called Marquis of *G.* on the Body of the said *B. S.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the second Son of the said *J. Marquis of G.* on the Body of the said *B. S.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of such second Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the third Son of the said *J. Marquis of G.* on the Body of the said *B. S.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of such third Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all and every other the Son and Sons of the said *J. Marquis of G.* on the Body of the said *B. S.* his intended Wife lawfully to be begotten, severally and successively in Remainder one after another, in Order and Course as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Sons and Sons lawfully issuing; the Elder of such Son and Sons, and the Heirs Male of his Body issuing, being always preferred and to take before a Younger of them and the Heirs Male of his and their Body and Bodies issuing; and in Default of such Issue, **To the Use** and Behoof of the said *J.* now Duke of *R.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and immediately from and after the Decease of the said *J.* now Duke of *R.* **To the Use** and Behoof of the said

faid *J. M.* commonly called Marquis of *G.* and the Heirs Male of his Body lawfully to be begotten; and in Default of such Issue, **Then as to, for and concerning** all those the Manors of, &c. in the said County of *N.* whereof or wherein they the said *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, now have or hath any Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy, situate, &c. **To the Use** and Behoof of the said *W. M.* Esq; commonly called Lord *W. M.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the said *T. M.* Esq; commonly called Lord *T. M.* and the Heirs Male of the Body of the said *T. M.* lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the Right Honourable *S. M.* Esq; commonly called Lord *S. M.* Eldest Son of the said *J.* now Duke of *R.* by the said *L.* now Duchess of *R.* and the Heirs Male of the Body of the said *S. M.* lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the Right Honourable *G. M.* Esq; commonly called Lord *G. M.* second Son of the said *J.* now Duke of *R.* by the said *L.* now Duchess of *R.* and the Heirs Male of the Body of the said *G. M.* lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the third, &c. and all and every other the Son and Sons of the said *J.* now Duke of *R.* on the Body of the said *L.* Duchess of *R.* his now Wife begotten, and to be begotten, either born in his Life-time, or after his Decease, severally, successively, and in Remainder one after another, in Order and Course as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing, being always preferred and to take before a Younger of them and the Heirs Male of his Body issuing; and in Default of such Issue, **To the Use** and Behoof of the first Son of the said *J.* now Duke of *R.* on the Body of any other Woman and Women he shall happen to marry after the Decease of the said *L.* Duchess of *R.* his now Wife lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the second Son of the said *J.* now Duke of *R.* on the Body of any Woman or Women he shall happen to marry after the Decease of the said *L.* Duchess of *R.* and the Heirs Male of the Body of such second Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the third, &c. Son and Sons of the said *J.* now Duke of *R.* on the Body of any other Woman or Women which he shall happen to marry after the Decease of the said *L.* now Duchess of *R.* lawfully to be begotten, either born in his Life-time or after his Decease, severally, successively, and in Remainder one after another, in Order and Course as they, and every of them, shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the Elder of such Sons, and the Heirs Male of his Body issuing, being always preferred and to take before a Younger of the same Sons and the Heirs Male of his Body issuing; and in Default of such Issue, **To the Use** and Behoof of the said Lady *K. M.* Lady *R. M.* Lady *F. M.* and Lady *E. M.* and Lady *C. M.* Daughter of the said now Duke by the said *L.* Duchess of *R.* his now Wife, and all and every other the Daughter and Daughters of the said *J.* now Duke of *R.* lawfully begotten, or to be begotten, to take as Tenants in Common, and not as Jointtenants, and of the several and respective Heirs of the several and respective Bodies of such Daughter and Daughters lawfully issuing: And if any of the same Daughters shall happen to die without Heirs of their respective Bodies or Body issuing, then the Share and Shares of such of them so dying without Heirs of her or their Body or Bodies, shall from Time to Time, as any of the said Daughters shall die without Heirs of her or their respective Body or Bodies issuing, go and remain to the Survivors and Survivor, and others, and other of every such Daughters and Daughter, and the Heirs of their or her Bodies or Body; by way of Cross Remainders, till all and every of such Daughters and Daughter shall die without Heirs of their or any of their Bodies or Body issuing; and in Default of such Issue, **To the Use** of the said *K.* Lady *G.* and *D.* Countess of *G.* as Tenants in Common, and not as Jointenants, and of the several and respective Heirs of the several and respective Bodies of the said *K.* Lady *G.* and *D.* Countess of *G.* lawfully issuing; and if either of them the said *K.* Lady *G.* and *D.* Countess of *G.* shall happen to die without any Issue of their Bodies, then the Part, Share and Proportion of her or them so dying, shall be to the Use of the Survivors and Survivor, and others and other of them, and of the Heirs of her and their Body and Bodies issuing; and in Default of such Issue, **To the Use** of the said *R. M.* of *M. H.* in the County of *N.* Esq; and of the Heirs Male of his Body lawfully begotten, or to be begotten; and in Default of such Issue, **To the Use** and Behoof of the said *J.* now Duke of *R.* and of his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever: **And as to, for and concerning** all those the Manors of, &c. whereof or wherein they the said *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, now have or hath any Estate of Freehold or Inheritance, situate, &c. immediately from and after the Determination of the several Uses and Estates thereof

thereof herein before respectively limited, and as the same shall respectively end and determine, **To the Use** and Behoof of the said *W. M.* Esq; commonly called Lord *W. M.* and the Heirs of his Body lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the said *T. M.* Esq; commonly called Lord *T. M.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the said *S. M.* Esq; commonly called Lord *S. M.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the said *G. M.* Esq; commonly called Lord *G. M.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the third, &c. Son and Sons of the said *J.* now Duke of *R.* on the Body of the said *L.* Duchess of *R.* his now Wife begotten and to be begotten, either born in his Life-time or after his Decease, severally, successively, and in Remainder one after another, in Order and Course as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing, being always preferred and to take before a Younger of them and the Heirs Male of his Body issuing; and in Default of such Issue, **To the Use** and Behoof of the first Son of the said *J.* now Duke of *R.* on the Body of any Woman or Women he shall happen to marry after the Decease of the said *L.* Duchess of *R.* his now Wife, lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the second Son of the said *J.* now Duke of *R.* on the Body of any Woman or Women he shall happen to marry after the Decease of the said *L.* Duchess of *R.* his now Wife, lawfully to be begotten, and the Heirs Male of the Body of such second Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the third, &c. Son and Sons of the said *J.* now Duke of *R.* on the Body of any other Woman or Women he shall happen to marry after the Decease of the said *L.* Duchess of *R.* lawfully to be begotten, either born in his Life-time or after his Decease, severally, successively, and in Remainder one after another, in Order and Course as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing, being always preferred and to take before a Younger of them and the Heirs Male of his Body issuing; and in Default of such Issue, **To the Use** and Behoof of the right Heirs of the said *J.* late Duke of *R.* deceased for ever: **And as to, for and concerning** all that the Honour, Castle, &c. herein before recited, or mentioned to be limited in Use to the said *J.* now Duke of *R.* for Life, or for 99 Years, determinable on his Death, with the usual Provision for preserving contingent Remainders, with Remainder to the said Lord *G.* in Tail Male, and whereof no Use is herein before limited, immediately to take Effect from and after the Solemnization of the said intended Marriage, **To the Use** and Behoof of the said *J.* now Duke of *R.* and his Assigns, for and during his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, **To the Use** of the said *J. M.* Esq; commonly called *J.* Marquis of *G.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of the respective Estates for Life therein of them the said *J.* now Duke of *R.* and *J.* Marquis of *G.* **To the Use** of the said (*Trustees*) and their Heirs during the Lives of them the said *J.* Duke of *R.* and *J.* Marquis of *G.* and the Life of the Survivor of them, **In Trust** to support and preserve the contingent Remainders herein after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall be or require; yet nevertheless to permit and suffer the said *J.* Duke of *R.* and *J.* Marquis of *G.* to receive and take the Rents, Issues and Profits of the same Premises, according to the Limitations hereby made to them for their respective Lives as aforesaid; and immediately from and after the Decease of the Survivor of them the said *J.* Duke of *R.* and *J.* Marquis of *G.* **Then as to, for and concerning** all those the Manors, &c. in the said County of *M.* **And also as to, for and concerning** all that the Manor, &c. in the said County of *D.* whereof or wherein the said *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, have or hath any Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy, **To the Use** and Behoof of (*the Trustees*) their Executors, &c. for and during and until the full End and Term of 600 Years, from thence next ensuing, fully to be compleat and ended, without Impeachment of or for any Manner of Waste, upon the Trusts, and subject to the Provisoes and Agreements herein after expressed and declared of and concerning the same; and from and after the Expiration or other sooner Determination of the said Term of 600 Years, **Then as to, for and concerning** as well the said Manors, &c. so limited to them the said (*Trustees*) for the said Term of 600 Years; as also all and singular other the Honours, &c. herein before mentioned to be limited to the said *J.* now Duke of *R.* for Life; and whereof no Use is herein before limited to the said *B. S.* for her Life for her Jointure, immediately after the Determination of the

the several Uses thereof herein before limited, and as the same shall respectively end and determine, **To the Use** and Behoof of the first Son of the said *J. M.* Esq; commonly called *J.* Marquis of *G.* on the Body of the said *B. S.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the second Son of the said *J.* Marquis of *G.* on the Body of the said *B. S.* his intended Wife to be begotten, and the Heirs Male of the Body of such second Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the third Son of the said *J.* Marquis of *G.* on the Body of the said *B. S.* his intended Wife to be begotten, and the Heirs Male of the Body of such third Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the fourth, &c. Son and Sons of the said *J.* Marquis of *G.* on the Body of the said *B. S.* his intended Wife to be begotten, either born in his Life-time or after his Decease, severally, successively, and in Remainder one after another, in Order and Course as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Sons, and the Heirs Male of his Body issuing, being always preferred and to take before a Younger of them and the Heirs Male of his Body issuing; and in Default of such Issue, **Then as to, for and concerning** all those the Manors, &c. herein before limited in Use to them the said (*Trustees*) for the said Term of 600 Years, with their and every of their Rights, &c. **To the Use** of their Executors, Administrators and Assigns, for and during, and unto the full End and Term of 1000 Years from thence next ensuing, fully to be compleat and ended, without Impeachment of or for any Manner of Waste, **Upon the Trusts**, and subject to the Provisoos and Agreements herein after mentioned, expressed and declared of and concerning the same; and immediately from and after the Expiration or other sooner Determination of the said Term of 1000 Years, **Then as to, for and concerning** as well the said Manors, &c. so limited to them the said (*Trustees*) for the said Term of 1000 Years, as also all and singular other the Honours, &c. herein before mentioned to be limited in Use to the said *J.* now Duke of *R.* for Life, and whereof no Use is herein before limited, to the said *B. S.* for her Life for her Jointure, immediately after the Determination of the several Uses thereof herein before limited, and as the same shall respectively end and determine, **To the Use** and Behoof of the said *J. M.* Esq; commonly called *J.* Marquis of *G.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the said *W. M.* Esq; commonly called Lord *W. M.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the said *T. M.* Esq; commonly called Lord *T. M.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the said *S. M.* Esq; commonly called Lord *S. M.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the said *G. M.* Esq; commonly called Lord *G. M.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the third, &c. Son and Sons of the said *J.* now Duke of *R.* on the Body of the said *L.* Duchess of *R.* his now Wife begotten or to be begotten, either born in his Life-time or after his Decease, severally, successively, and in Remainder one after another, in Order and Course as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing, being always preferred and to take before a Younger of them and the Heirs Male of his Body issuing; and in Default of such Issue, **To the Use** and Behoof of the first Son of the said *J.* now Duke of *R.* on the Body of any Woman or Women he shall happen to marry after the Decease of the said *L.* Duchess of *R.* his now Wife, lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the second Son of the said *J.* now Duke of *R.* on the Body of any Woman or Women he shall happen to marry after the Decease of the said *L.* Duchess of *R.* his now Wife, lawfully to be begotten, and the Heirs Male of the Body of such second Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the third Son of the said *J.* now Duke of *R.* on the Body of any Woman or Women he shall happen to marry after the Decease of the said *L.* Duchess of *R.* his now Wife, lawfully to be begotten, and the Heirs Male of the Body of such third Son lawfully issuing; and in Default of such Issue, **To the Use** and Behoof of the fourth, &c. Son and Sons of the said *J.* now Duke of *R.* on the Body of any Woman or Women he shall happen to marry after the Decease of the said *L.* Duchess of *R.* his now Wife, lawfully to be begotten, either born in his Life-time or after his Decease, severally, successively and in Remainder one after another, in Order and Course as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Son or Sons, and the Heirs Male of his Body issuing, being always preferred,

Declaration
concerning the
Premises be-
fore limited to
the said Tru-
stees.

ferred, &c. and in Default of such Issue, **To the Use** and Behoof of the right Heirs of the said J. late Duke of R. for ever, and to and for no other Use, Intent or Purpose whatsoever: **And it is hereby Declared and Enacted**, That the said Manors, Lands, Hereditaments and Premises herein before limited in Use to them the said (*Trustees*) their Executors, &c. for the said Term of 600 Years, are and were so limited to them, upon the Trusts, and to the Intents and Purposes, and subject to the Provisoes herein after declared; that is to say, That in case the said B.S. shall happen to survive the said J. Marquis of G. her intended Husband, then the said (*Trustees*) their Executors, &c. shall and do within the Space of three Kalendar Months next after the Decease of the said J. Marquis of G. (subject nevertheless to the Estate for Life therein of the said J. now Duke of R.) by or out of the Rents and Profits of the Premises so limited to them for the said Term of 600 Years, or by Sale or Mortgage thereof, or of any Part thereof, for all or any Part of the same Term, raise and levy the Sum of 1000*l.* of lawful, &c. and Interest for the same, from the Expiration of the said three Kalendar Months, and pay the same to the proper Hands of the said B.S. to and for her own proper Use and Benefit, and afterwards, and subject thereto upon this further Trust, that is to say, in Case there shall be any Issue Male of the Bodies of the said J. Marquis of G. and B.S. his intended Wife, begotten, who shall for the Time being after the Death of the Survivor of them the said J. now Duke of R. and J. Marquis of G. be intitled to the immediate Freehold and Inheritance of the same Premises, by virtue of any the Limitations aforesaid; and also one or more younger Child or Children of the said J. Marquis of G. by the said B.S. either born in his Life-time or after his Decease; then the said (*Trustees*) their Executors, &c. shall and do after the Decease of the said J. now Duke of R. and J. Marquis of G. and the Survivor of them, by and out of the Rents, Issues and Profits of the said Manors, Lands and Premises so limited to them for 600 Years, as aforesaid, raise, levy and pay to and for all and every such of the said younger Child or Children of the said J. Marquis of G. and B.S. as shall be a Son or Sons, and shall not be intitled to the immediate Freehold of the same Premises so comprised in the said Term of 600 Years, the annual Rent or yearly Sum of 500*l.* a-piece, for and during the natural Life and Lives of such Son and Sons respectively, by even half-yearly Payments, at or on the two most usual Feasts or Days of Payment in the Year; that is to say, &c. without any Deduction, &c. the first Payment, &c. and also upon this further Trust, that in Case any of the said younger Child or Children shall be a Daughter or Daughters, then upon Trust that they the said (*Trustees*) their Executors, &c. shall and do, after the Decease of the Survivor of them the said J. now Duke of R. and J. Marquis of G. by Sale or Mortgage of the said Manors, Lands and Premises so to them limited for 600 Years as aforesaid, or of a competent Part thereof, for all or any Part of the same Term, or by and with the Rents, Issues and Profits thereof in the mean Time, and till such Sale or Mortgage can be made, or by all and any the Ways and Means aforesaid, raise and levy such Sum and Sums of Money, for the Portion and Portions and Maintenance of all and every such Daughter and Daughters (in Case of Issue Male of the said intended Marriage then living) as is herein after mentioned; that is to say, In Case there should be but one such Daughter, then such only Daughter shall have the Sum of 10000*l.* of lawful, &c. for her Portion; and in Case there shall be two or three such Daughters, then such two or three Daughters shall have the Sum of 20000*l.* of like Money for their Portions, to be equally divided between or amongst them, Share and Share alike; and in Case there shall be four or more such Daughters, then such four or more Daughters shall have the Sum of 5000*l.* a-piece of like Money for their Portions, to be equally divided between or among them Share and Share alike; the said Portion or Portions for such Daughter or Daughters, in Case of Issue Male, to be paid to her or them respectively, at her or their respective Ages of 18 Years, or Day or Days of her or their respective Marriages, which shall first happen after the Decease of the Survivor of them the said J. now Duke of R. and J. Marquis of G. or sooner, if they or the Survivor of them shall by any Writing under the Hands and Seals of them, or the Hand and Seal of the Survivor of them, direct or appoint, which it shall be lawful for them to do; and if any of the said Daughters shall attain her or their respective Ages of 18 Years, or be married in the Life-time of the said J. now Duke of R. and J. Marquis of G. or the Life-time of the Survivor of them, then such Portion or Portions shall be paid to such Daughter or Daughters respectively within one Year next after the Decease of the Survivor of them the said J. Duke of R. and J. Marquis of G. unless they the said J. now Duke of R. and J. Marquis of G. or the Survivor of them, shall direct the same to be raised in the Life-time of them, or the Survivor of them, which they may do if they shall so please; **And upon this further Trust**, That in the mean Time, from and after the Decease of the Survivor of them the said J. Duke of R. and J. Marquis of G. until the same Portion or Portions for such Daughter or Daughters shall become due and payable, they the said (*Trustees*) their Executors, &c. shall and do out of the Rents and Profits of the same Premises so limited to them for the said Term of 600 Years

(subject

(subject nevertheless as aforesaid) raise, levy and pay such yearly Sum and Sums of Money for the Maintenance and Education of such Daughter and Daughters of the said J. Marquis of G. on the Body of the said B.S. his intended Wife to be begotten, in Case of Issue Male of the said intended Marriage, as will amount unto or be equivalent with the Interest of the Portion or Portions hereby for them respectively provided, after the Rate of *5l. per Centum per Annum*. **Provided** nevertheless, and it is hereby Declared and Enacted, That in Case any of the said Daughters shall happen to die before her or their respective Portion or Portions shall become payable by Virtue of this Act, then the Portion or Portions of her or them so dying, shall go and be paid unto, and be divided amongst the Survivors and Survivor of such Daughter or Daughters, when her or their Original Portion or Portions shall become payable as aforesaid, so as no one such Daughter shall by Virtue of the said Term of 600 Years, or the Trusts hereby thereof declared, have above the Sum of 10000*l.* for her Portion. **Pro-**
vided also, and it is hereby further Declared and Enacted, and the said Manors, Lands and Premises are so limited to them the said (*Trustees*) their Executors, &c. for the said Term of 600 Years, upon this further Trust and Confidence, that they the said (*Trustees*) their Executors, &c. shall and do permit and suffer such Person and Persons respectively, to whom the next and immediate Reversion or Remainder of the same Premises, expectant upon the Determination of the same Term of 600 Years, shall for the Time being belong, by Virtue of the Limitations afore-mentioned (until some or one of the said Portions for Daughters of the said intended Marriage, in Case of Issue Male, shall become payable by Virtue of this Act) to take and receive the Rents, Issues and Profits of the same Premises, over and above the said annual Rents or yearly Sums of 500*l.* a-piece, hereby provided for the younger Sons of the said J. Marquis of G. by the said B.S. his intended Wife to be begotten, and over and above such Sum and Sums of Money as are hereby provided and allowed for the Maintenance and Education of such Daughter and Daughters as aforesaid. **Provided** always, and it is hereby Declared and Enacted, That in Case there shall be no Son of the said J. Marquis of G. on the Body of the said B.S. his intended Wife to be begotten, nor any Issue Male of such Son living at the Time of the Decease of the said J. Marquis of G. or afterwards born alive; or in Case there shall be no Child or Children of the said J. Marquis of G. on the Body of the said B.S. his intended Wife to be begotten, other than such as shall be intitled to the immediate Freehold of the same Premises, by Virtue of the Limitations afore-mentioned; or there being such Child or Children, all of them shall happen to die before their or any of their said Portions shall become payable, as aforesaid; or in Case the said annual Rents or yearly Sums of 500*l.* a-piece, hereby appointed to be raised and paid, to and for the younger Sons of the said J. Marquis of G. by the said B.S. and all Arrears thereof respectively shall have been raised and paid, and all and every the said Sum and Sums of Money to be raised for the Portion or Portions of such Daughter or Daughters of the said intended Marriage, in Case of Issue Male thereof, with such Maintenance for the said Daughter or Daughters, as is hereby before provided and appointed, shall by the Ways and Means in that Behalf before expressed have been raised and levied; then, and in any of the said Cases so happening, and all every the Trusts herein declared of and concerning the said Term of 600 Years, being first duly executed and performed; the said Term of 600 Years of and in the Premises therein comprized, or so much thereof as shall remain unfold or undisposed of, for the Purposes aforesaid, shall cease and be void for the Benefit of the Person or Persons next in Reversion or Remainder of the same Premises, immediately expectant upon the Determination of the same Term. **Provided** also, and it is hereby further Declared and Enacted, That if the said J. Marquis of G. shall at any Time during his Life, or at the Time of his Death, give or advance, to or for any of his said Daughters by the said B.S. (in Case of Issue Male by her as aforesaid) any Sum or Sums of Money, or any Lands or Tenements, Goods or Chattels, for or towards the Advancement or Preferment of such Daughter or Daughters in Marriage, and shall in Writing declare the same to be intended, as and for so much of the Portion or Portions hereby for her or them respectively provided; then such Sum or Sums of Money, and the Value of such Lands, Tenements, Goods and Chattels, shall be accounted to her or them to whom the same are given or left, as and for Part of the Portion or Portions hereby for her or them provided; any Thing herein before contained to the contrary thereof notwithstanding: **And it is hereby** further Declared and Enacted, That the said Manors, Lands, Tenements, Hereditaments and Premises hereby limited in Use to them the said (*Trustees*) their Executors, Administrators and Assigns, for the said Term of 1000 Years, are and were so limited to them, upon the Trusts, and to the Ends, Intents and Purposes, and subject to the Provisoes herein after declared and expressed of and concerning the same; that is to say, That in Case the said J. Marquis of G. shall happen to die without Issue Male of his Body on the Body of the said B.S. his intended Wife, born in his Life-time or after his Decease; or there being such Issue Male, and all of them shall happen to die without Issue Male before any of them attain to the Age of 21 Years, and that there

there be Issue one or more Daughter or Daughters of the said J. Marquis of G. on the Body of the said B. S. his intended Wife, at the Time of such Failure of Issue Male as aforesaid, or at any Time afterwards; then upon Trust that the said (*Trustees*) their Executors, &c. shall and do by Sale or Mortgage of the said Manors, &c. comprized in the said Term of 1000 Years, or of any Part thereof, for all or any Part of the same Term, or by or out of the Rents, &c. in the mean Time, until such Sale or Mortgage can be made, or by all or any the Ways aforesaid, raise and levy such Sum and Sums of Money for the Portion and Portions of all and every such Daughter and Daughters as is herein after mentioned, that is to say, If but one such Daughter, then the Sum of 20000*l.* of, &c. for the Portion of such only Daughter, and if two such Daughters, then the Sum of 30000*l.* of like Money to be equally divided between such two Daughters, and if three or more such Daughters, then the Sum of 10000*l.* a-piece for all and every such Daughter or Daughters; the same Portion and Portions to be paid unto such Daughter and Daughters respectively, at her or their respective Age or Ages of 18 Years, or Day or Days of her or their respective Marriages, which shall first happen, after the Decease of the Survivor of them the said J. Duke of R. and J. Marquis of G. and Failure of Issue Male of the said Marquis by the said B. S. his intended Wife, as aforesaid, or sooner if they the said J. now Duke of R. and J. Marquis of G. or the Survivor of them, shall by any Writing under the Hands and Seals of them, or the Survivor of them, so direct or appoint, which it shall be lawful for them to do; and if any of the said Daughters shall attain her or their respective Ages of 18 Years, or be married in the Life-time of the said J. now Duke of R. and J. Marquis of G. or the Life-time of the Survivor of them, then such Portion or Portions shall be paid to such Daughter or Daughters respectively, within one Year next after the Decease of the Survivor of them the said J. Duke of R. and J. Marquis of G. unless the said J. now Duke of R. and J. Marquis of G. or the Survivor of them, shall direct the same to be raised in the Life-time of them, or the Survivor of them, which they may do if they shall so please; and also upon this further Trust, that they the said (*Trustees*) their Executors, &c. shall and do by and out of the Rents, &c. of the Premises so limited to them for the said Term of 1000 Years, from and after the Decease of the Survivor of them the said J. now Duke of R. and J. Marquis of G. and Failure of Issue Male of the said Marquis by the said B. S. his intended Wife, in the mean Time and until such Portion or Portions of the said Daughter or Daughters shall become payable as aforesaid, raise, levy and pay such yearly Sum and Sums of Money for the Maintenance and Education of the same Daughter and Daughters as are herein after mentioned, that is to say, If there shall be but one such Daughter, then the yearly Sum of 600*l.* for such only Daughter, and if there shall be two such Daughters and no more, then the yearly Sum of 500*l.* a-piece for such two Daughters; and if there shall be three or more such Daughters, then the yearly Sums of 400*l.* a-piece for such three or more Daughters; the said yearly Sum and Sums for Maintenance, to be paid to such Daughter and Daughters respectively, at or on the two most usual Feasts, &c. the first Payment thereof to begin and be made at or upon such of the said Feasts or Days as shall first and next happen after the Decease of the Survivor of them, the said J. now Duke of R. and J. Marquis of G. and Failure of Issue Male of the said Marquis by the said B. S. his intended Wife. **Provided** always, and it is hereby Declared and Enacted, That in Case any of the said Daughters shall happen to die before her or their Portion or Portions shall become payable by Virtue of this Act, then the Portion or Portions of her or them so dying shall go and be paid unto, and be equally divided amongst the Survivors or Survivor of them, when the Original Portion or Portions of such surviving Daughter or Daughters shall become payable in Pursuance hereof, so as no one such Daughter shall have more than the Sum of 20000*l.* for her Portion by Virtue of this Trust. **Provided** also, and it is hereby Declared and Enacted, That in Case all the said Daughters shall happen to die before any of their said Portions shall become payable, in Pursuance hereof, then the said Sum and Sums of Money hereby appointed to be raised for Portions for such Daughters, as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease for the Benefit of such Person or Persons as shall for the Time being be next in Reversion or Remainder of the Premises, immediately expectant upon the Determination of the said Term of 1000 Years, and then also such Sum and Sums of Money as shall be then raised for or towards such Portion or Portions, shall be paid unto the same Person or Persons next in Reversion or Remainder, as aforesaid. **Provided** also, and be it Enacted, That no such Sale or Mortgage as aforesaid, shall be made of the Premises hereby limited, in Use to them the said (*Trustees*) for the said Term of 1000 Years, until some one of the said Portions shall become payable by Virtue of this Act. **Provided** likewise, and it is also hereby Declared and Enacted, That in Case the said J. Marquis of G. shall in his Life-time give to his said Daughter or Daughters any Sum or Sums of Money, for or towards her or their Advancement or Preferment in Marriage, or the said Daughter or Daughters shall receive or be intitled to any Portion or Portions to be raised by Virtue of the Trusts declared of the said Term of 600 Years, or if by or after the Death of the

the said *J.* Marquis of *G.* there shall come unto, or descend upon the said Daughter or Daughters, or any of them, any Lands, Tenements or Hereditaments of and from the said *J.* Marquis of *G.* then such Sum or Sums of Money, and the Value of such Lands, Tenements and Hereditaments to be sold, shall be accounted and deemed as Part of the Portions hereby for them provided, in Case the said *J.* Marquis of *G.* shall so declare by Writing under his Hand, and not otherwise. **Provided** always, and it is hereby Declared and Enacted, That the said Manors, Lands and Premises so limited in Use to them the said (*Trustees*) their Executors, &c. for the said Term of 1000 Years, are and were so limited to them, upon this further Trust, that they the said (*Trustees*) their Executors, &c. shall and do permit and suffer such Person and Persons respectively, to whom the next and immediate Reversion or Remainder of the same Premises expectant upon the Determination of the said Term of 1000 Years, shall for the Time being belong by Virtue of the Limitations in this Act contained, to take and receive the Residue and Overplus of the Profits of the Premises comprized in the same Term, over and above so much thereof as shall be from Time to Time paid for the respective Maintenance and Education of the said Daughter or Daughters respectively, until some or one of the same Portions shall become payable. **Provided** likewise, and it is hereby further Declared and Enacted, That in Case at the Time of the Death of the Survivor of them the said *J.* now Duke of *R.* and *J.* Marquis of *G.* and Failure of Issue Male of the said Marquis by the said *B. S.* there shall happen to be no such Daughter or Daughters of their two Bodies, living or afterwards born alive, or there being any such, all of them shall happen to die before any of their said Portions shall become payable by Virtue of this Act; or in Case all and every the Trusts herein before declared, of and concerning the said Term of 1000 Years, shall in all Things be fully performed and satisfied according to the true Intent and Meaning of this Act; then and in any of the said Cases, the said Term of 1000 Years of and in the said Manors, Lands and Hereditaments therein comprized, or so much thereof as shall then remain unsold or undisposed of for the Purposes aforesaid, shall cease, determine, and be absolutely void; any Thing herein contained to the contrary notwithstanding. **And it is hereby further Declared and Enacted**, That the said Manors, &c. herein before limited in Use to the said (*Trustees*) their Executors, &c. for the said Term of 60 Years, are and were so limited to them, upon the Trusts, and to the Ends, Intents and Purposes, and with and under the Provisoes and Agreements herein after expressed and declared of and concerning the same, that is to say, in Case the said *J.* Marquis of *G.* and *B. S.* his intended Wife, shall both of them happen to die in the Life-time of the said *J.* now Duke of *R.* leaving Issue between them two begotten, any Son or Daughter, Sons or Daughters, who shall be intitled to the Annuities and Maintenance hereby provided for them, by the Trusts declared of the said several Terms of 600 Years and 1000 Years respectively; then upon Trust that they the said (*Trustees*) their Executors, &c. shall and do from Time to Time, after the Decease of the Survivor of them the said *J.* Marquis of *G.* and *B. S.* his intended Wife, by and out of the Rents, Issues and Profits of the said Manors, &c. so limited to them for the said Term of 60 Years, raise, levy and pay, during the Life-time of the said *J.* now Duke of *R.* to and for the younger Sons of the said *J.* Marquis of *G.* by the said *B. S.* his intended Wife, the said Annuities so provided for them by the Trusts declared of the said Term of 600 Years, and to and for the Daughters of the said *J.* Marquis of *G.* by the said *B. S.* his intended Wife, such yearly Sum and Sums of Money for their Maintenance, and in such Proportion to their respective Fortunes, and subject to such Augmentation or Diminution, as in the Trusts of the said several Terms of 600 Years and 1000 Years is in that Behalf mentioned, expressed and declared; the said Annuities and Maintenances respectively to be payable to such Daughter and Daughters, younger Son or younger Sons respectively, by such half-yearly Payments, as the Annuities and Maintenances provided for them respectively by the Trusts of the same Terms of 600 Years and 1000 Years, are therein limited and appointed to be paid: **And also upon this further Trust**, to permit the Residue of the Rents, Issues and Profits of the Premises so limited to them the said (*Trustees*) their Executors, &c. for the said Term of 60 Years, to be received by the Person or Persons that shall be intitled to the Reversion of the same Premises expectant upon the Determination of the same Term. **Provided** always, and it is hereby Declared and Enacted, That the several Sum or Sums of Money that shall be raised by Virtue of the Trust declared of the said Term of 60 Years, for the Annuities and Maintenances of such younger Sons or Daughters of the said *J.* Marquis of *G.* by the said *B. S.* respectively, shall not, nor shall any of them or any Part of them, be charged upon or affect the Manors, &c. comprized in the said Terms of 600 Years and 1000 Years, or either of them; but the same Manors, &c. shall be acquitted of, and discharged and exempted from all and every such Sum and Sums of Money that shall from Time to Time be raised and paid, in Pursuance of the Trust declared of the same Term of 60 Years for the Purposes aforesaid; any thing contained to the contrary notwithstanding. **Provided** always also, and it is hereby further Declared and Enacted, That from and immediately after the Decease of the said *J.* now Duke of *R.* and after all the Trusts of the said Term of 60 Years shall be fully performed

Power to
make Leases.

And to present
a Clerk to a
Rectory.

Recital of Set-
tlement to the
Use of R. Lord
L. and his
Wife for Life.

Remainder,
&c.

Power to re-
voke, &c.

Revocation
and new De-
claration.

and executed, and all Arrears of the said Annuities for the younger Sons, and yearly Sums for the Maintenance of the Daughters of the said J. Marquis of G. by the said B.S. his intended Wife, shall be fully paid and satisfied; or in Case the said J. Marquis of G. and B.S. his intended Wife, or either of them, shall happen to survive the said J. now Duke of R. then and from thenceforth, and in either of the said Cases so happening, the said Term of 60 Years shall cease, determine, and be absolutely void: **Provided** also further, and it is hereby Declared and Enacted, That it shall and may be lawful to and for the said J. now Duke of R. J. Marquis of G. and B.S. respectively, from Time to Time, during the Continuance of their respective Estates, as they shall respectively be Tenants for Life in Possession of and in the Premises, by Virtue of the Limitations aforesaid, by any Deed or Deeds indented under their respective Hands and Seals to Demise, Lease, or Grant all and every the Manors, &c. whereof they shall be then in actual Possession, by Virtue of this Act or any Part or Parts thereof, (except the Honour, &c.) to any Person or Persons, for any Term or Number of Years, not exceeding 21 Years, so as that there be reserved upon every such Demise, Lease or Grant, so much yearly Rent as is now reserved for the same, or as much as can really and *bona fide* be got for the same, without taking any Fine, Premium or Foregift, and so as in every such Lease or Leases so to be made as aforesaid, there be contained a Condition of Re-entry for Non-payment of the Rent or Rents thereby to be reserved, and so as the respective Lessees, to whom such Leases shall be made, seal and execute Counterparts thereof, and so as no Clause be therein contained, giving Power to any such Lessee to commit Waste, or exempting him, her or them from Punishment for committing the same: **Provided** also, and it is hereby Declared and Enacted, That it shall and may be lawful to and for the said J. now Duke of R. from Time to Time, during his natural Life, so often as the Church of K. afore-mentioned shall become vacant by the Death of the present Incumbent, or any other that shall succeed him, to present a Clerk to the Rectory of the same Church, notwithstanding any Limitation of the Advowson of the same Church herein before contained to the contrary. **And whereas** by Indenture bearing Date, &c. made or mentioned to be made between the said R. Lord L. and M. Lady L. by the Name of Dame M. his Wife, (since deceased) of the one Part, and L.M. Gent. of the other Part, and a Fine thereupon levied by the said Lord L. and Dame M. his Wife, all that the Hundred, &c. in the County of G. with all and singular the Rights, &c. and all those the Manors of, &c. in the said County of W. and all, &c. were settled, limited and assured, **To the Use** of the said R. Lord L. and Dame M. his Wife, for their Lives, and the Life of the longest Liver of them, without Impeachment of Waste; Remainder to the said L.M. and his Heirs, for the Lives of the said Lord L. and Dame M. his Wife, and the Life of the longer Liver of them, in Trust to preserve contingent Remainders; Remainder to the first and other Sons of their two Bodies begotten in Tail Male successively; Remainder to the Daughters of the said Lord L. and Dame M. his Wife in Tail; Remainder to the Right Heirs of the Survivor of them the said Lord L. and Dame M. his Wife; **Subject nevertheless** to a Proviso or Power in the same recited Indenture contained, for them the said Lord L. and Dame M. his Wife, at any Time or Times thereafter during their natural Lives, by any Deed or Deeds, Writing or Writings, to be signed and sealed by them in the Presence of two or more Witnesses, to revoke, make void, alter or change all or any the Use or Uses in the same Indenture limited, declared or expressed, of or concerning the Premises, or any Part or Parcel thereof, and by the same, or any other Deed or Deeds, Writing or Writings, to be signed and sealed as aforesaid, to declare, limit or appoint any new or other Uses or Trusts, of or concerning the same Premises, or any Part or Parcel thereof. **And whereas** by Indenture bearing Date, &c. made, &c. between the said R. Lord L. and Dame M. his Wife, of the one Part, and the Honourable B.D. of A. in the County of Y. Widow and Relict of the Honourable J.D. late of A. aforesaid, Esq; deceased, Dame M.H. Widow and Relict of the said Sir G.H. C.F. of, &c. Esq; F.G. of, &c. Esq; G.C. of, &c. Esq; and R.B. of, &c. Esq; of the other Part, (reciting the said last recited Indenture) the said R. Lord L. and Dame M. his Wife, in Pursuance of the Power therein reserved, did thereby revoke and make void all the Uses, in and by the said recited Indenture limited or declared, after the Decease of the longer Liver of them the said R. Lord L. and Dame M. his Wife, of and concerning the Premises in the same Indenture and Fine comprized; and did thereby limit, declare, and appoint the same after the Decease of the longer Liver of them the said R. Lord L. and Dame M. his Wife, **To the Use** of the said B.D. Dame M.H. C.F. F.G. G.C. and R.B. their Executors, &c. for the Term of 1000 Years, **Upon Trust** for raising Portions in Case of Issue Male, for the younger Sons and Daughters of the said R. Lord L. and Dame M. his Wife, in such Manner as therein is mentioned; and after the Expiration or other Determination of the same Term, **To the Use** of the first and other Sons of the said R. Lord L. and Dame M. his Wife, in Tail Male successively; Remainder to the Daughter and Daughters of the said R. Lord L. and Dame M. his Wife, and the Heirs of the Body and Bodies of such Daughter and Daughters; and in Case any such Daughter and Daughters should happen to die without Issue of her

her or their Body or Bodies, then the Share and Proportion of her or them so dying; of or in the Premises, should go unto, and be to the Over-livers or Over-liver of such Daughters, and the Heirs of the Bodies or Body of such Over-livers or Over-liver, with Remainder to the right Heirs of the Over-liver of them, the said R. Lord L. and Dame M. his Wife. **And whereas** the said Sir G. H. by his last Will and Testament in Writing, bearing Date, &c. ^{Sir G. H.'s Will.} duly proved, &c. did give and devise all his Manor of C. with its Rights, &c. in the said County of W. and all his Messuages, &c. unto his said Wife M. H. for her Life; Remainder to his said Daughter M. afterwards Dame M. L. and the Heirs of her Body, with Remainder to his said Wife, and her Heirs for ever; as by the said several recited Indentures and Will, Relation being thereunto respectively had, may more fully appear. **And whereas** the said M. Lady L. died in the Life-time of the said Dame M. H. her Mother, leaving Issue by the said ^{M. Lady L.'s Death. Her Issue.} R. Lord L. only one Son and two Daughters, viz. the Honourable W. G. S. Esq; and the Honourable L. C. M. S. and the said B. S. **And whereas** the said Dame M. H. died in the Year, ^{M. H.'s Death. L. C. M. S.'s Death.} &c. and the said W. G. S. died at, &c. in the Month of, &c. under the Age of 21 Years, without Issue of his Body; and the said L. C. M. S. died in the Year, &c. under the Age of 21 Years, and unmarried; and the said B. S. is the only Child living of the said R. Lord L. ^{B. S. the only surviving Child.} by the said M. Lady L. deceased, and is under the Age of 18 Years; whereby, and by Means whereof the said R. Lord L. is according to the Purport and Tenor of the said two last recited Indentures seised of and in the Hundred, &c. in the said Indentures comprized, to himself for Life; Remainder to the said B. S. and the Heirs of her Body, with Remainder to his own Right Heirs; and she the said B. S. is by Virtue of the said Will of the said Sir G. H. seised of the said Manor of C. &c. as aforesaid, in Tail, as sole Daughter and Heir of the Body of her Mother M. late Lady L. deceased, with Remainder to her the said B. S. in Fee, as Granddaughter and sole Heir of the said Dame M. H. deceased. **And whereas** it was agreed at the ^{Agreement at the Treaty of Marriage.} Treaty for the said intended Marriage of the said J. Marquis of G. with the said B. S. by and on the Behalf of the said R. Lord L. and B. S. that the said Hundred, &c. the Estate and Inheritance of the said R. Lord L. and B. S. or either of them, in the said Counties of W. and G. herein before mentioned, in Consideration of the said intended Marriage, and of the Settlement so agreed to be made, and which is hereby accordingly made of the Estate and Hereditaments of the said J. now Duke of R. and J. Marquis of G. should be conveyed to, and vested in Trustees and their Heirs to be sold, and the Money arising by such Sale should be paid to the said J. Duke of R. as and for Part of the Marriage Portion of the said B. S. but such ^{Necessity of an Act.} Sale or Conveyance of the said Hundred, &c. the Estate of the said Lord L. and B. S. aforesaid, could not, according to the Laws of this Kingdom be effected, or a good Title thereof made to a Purchaser without the Aid of Parliament, by Reason of the Infancy of ^{Enacted,} the said B. S. **May, &c.** That it may be Enacted, **And it is hereby further Enacted** by, ^{That Premises be vested in Trustees to be sold.} &c. That the said Hundred, &c. in the said Counties of W. and G. herein before mentioned, with their and every of their Rights, &c. from and immediately after the Solemnization of the said intended Marriage, be vested in and upon (Trustees) and their Heirs, **To the Use** of them, their Heirs and Assigns for ever; **In Trust** nevertheless that they the said (Trustees) and the Survivors or Survivor of them, and the Heirs of such Survivor, shall and do with the Approbation and Consent of the said J. now Duke of R. and R. Lord L. their and each of their respective Executors and Administrators, sell and dispose of the said Hundred, &c. so vested in them, either intirely or by Parcels, to any Person or Persons that shall be willing to purchase the same, or any Part or Parts thereof, for the most Money or best Price or Prices which can be reasonably had or gotten for the same, and also shall and do pay and dispose of the Money which shall be raised by such Sale or Sales, unto the said J. now Duke of R. his Executors, &c. to and for his and their own Use and Benefit; **And also upon this further Trust,** That they the said (Trustees) and the Survivor, &c. shall and do permit and suffer the said J. now Duke of R. his Executors, &c. from and immediately after the Solemnization of the said intended Marriage, to receive and take the Fines, Rents, Issues and Profits of the same Hundred, Manors, Lands, Advowsons and Hereditaments, so to be vested in them the said Trustees to be sold as aforesaid, until such Sale or Sales shall be thereof respectively made as aforesaid: **And be it further Enacted, &c.** (*Clause that Purchasers shall peaceably enjoy as to Receipts by Trustees, &c. See the Acts before.*) **Provided** always, and it is hereby Declared and Enacted, That it shall and may be lawful to and for the said (Trustees,) &c. and the Survivor of them, and the Heirs of such Survivor, at any Time or Times after the Solemnization of the said intended Marriage, by and with the Consent and Approbation of the said J. now Duke of R. his Executors or Administrators, under his or their Hands or Seals respectively, to make any Lease or Leases of the same Premises so vested in them, &c. to be ^{Power to make Leases, &c.} sold as aforesaid, or any Part or Parts thereof, before any such Sale or Sales can respectively be thereof made to any Person or Persons for any Term or Number of Years not exceeding 21 Years, or for one, two or three Lives in Being, or for any Term of Years determinable upon the Death of one, two or three Person or Persons in Being, in such respective Leases

Trustees not
answerable for
each other.

Charges.

This Act not
to lessen K.
Duchess
Dowager of
R. and the
present Du-
chess.
Saving, &c.

Leases to be named, reserving such Rent or Rents, as is or are now reserved for the same, and taking such Fine and Fines as have been usually taken in Cases of the like Nature, and are conformable to the Custom of the County or Counties, Place and Places where the same last mentioned Premises respectively lie, which said Rent or Rents to be reserved upon such Lease or Leases, and the Fine and Fines to be taken for the same, shall be payable and paid to the said J. now Duke of R. his Executors, &c. **Provided** also, That the several Trustees in this Act named for the several Purposes therein respectively mentioned, or any of them, or the Heirs, Executors or Administrators of them or any of them, shall not be charged or chargeable with, or accountable for the Acts or Miscarriages of the other, &c. **Provided** also, that the said Trustees, and every of them, their and every of their Heirs, shall be paid and satisfied out of the Rents, Issues and Profits of the Estates hereby vested, and to be vested in them respectively, or out of the Money to be advanced and paid upon such Sale or Sales as aforesaid, all such Costs, Charges, Damages and Expences, which they, or any, or either of them shall sustain, or be put unto, for or by Reason of the Trusts aforesaid, or of the Management or Execution of the same. **Provided** also further, That nothing in this Act contained shall prejudice, lessen or defeat the Jointure Estates of the said K. Duchess Dowager of R. and L. now Duchess of R. or the Trusts declared of the said Term of 400 Years, for raising Annuities, Portions and Maintenances for the younger Sons and Daughters of the said J. now Duke of R. by the said K. late Duchess of R. deceased: **Saving** to the King's most Excellent Majesty, his Heirs and Successors, and to the said Duchess Dowager of R. and L. now Duchess of R. Wife of the present Duke, (for and in Respect of the Jointure Estates herein before mentioned to be limited to them for their respective Lives only, and not otherwise) and to the said W. M. Esq; commonly called Lord W. M. T. M. Esq; commonly called Lord T. M. the Lady K. M. the Lady R. M. the Lady F. M. and the Lady E. M. (for and in Respect of the Annuities, Portions and Maintenances provided for them respectively, by the Trust of the said Term of 400 Years only, and not otherwise) and to all and every other Person, &c. (other than the said J. now Duke of R. J. M. Esq; commonly called J. Marquis of G. the said R. Lord L. and B. S. and the respective Heirs of their respective Bodies, and the Heirs of the said B. S. and all and every Person and Persons which they the said J. now Duke of R. and J. Marquis of G. and the said R. Lord L. and B. S. or any of them respectively, might bar by Common Recovery or Recoveries, or any other Act or Acts in Law, in Case the said J. Marquis of G. and B. S. were both of the Age of 21 Years) all such Right, &c. in, to, and out of all or any of the Honours, Manors, Castles, Hundreds, Lands, Tenements, Advowsons, Hereditaments and Premises, whereof any Use or Estate is hereby limited or created, as they, every or any of them, had or should, or might have enjoyed if this Act had never been made.

An Act to settle the Estate of Sir H. A. Bart. according to the Intention of Articles made before his Marriage with Dame P. his Wife, Daughter of Sir J. S. Bart.

Whereas, &c. (Recital that per Sir H. A. the Father's Settlement, dated October 2. &c. Sir H. A. the Son is become Tenant in Tail of Manors of T. and other Lands in B. and of Manors of C. in S subject as to S. Premises to 500l. per Annum, Rent-charge to Dame R. M. A. the Mother, for her Life, and subject to a Term for Three hundred Years for raising 6000l. to R. M. A. the Infant Sister out of the B. Estate, payable to her at 21 or Marriage). **And whereas** by Articles of Agreement, made, &c. the 28th Day of October, &c. between the said Dame R. M. A. Widow, Relict, sole Executrix and sole surviving Trustee of the last Will and Testament of her late Husband the said Sir H. A. deceased, and the said Sir H. A. the Son, of the one Part, and Sir J. S. of, &c. Bart. and Dame P. A. now Wife of the said Sir H. A. the Son and Daughter of the said Sir J. S. of the other Part; *Reciting* the Marriage then intended, and which has been since had and solemnized between the said Sir H. A. the Son and the said Dame P. his Wife, and that the said Sir H. A. the Son, by Reason of his Infancy, was incapable to make a Jointure, Provision or Settlement upon or for the said Dame P. or the Issue of the said then intended Marriage; *And likewise reciting* as or to the Effect herein before recited: *And further reciting*, That J. A. Gent. one of the Uncles of the said Sir H. A. the Son, and to whom, by Virtue of the said Indenture *Quinquartite* of Release, a Remainder was limited of the Premises in the said County of S. in Default of Issue Male of the Body of the said Sir H. A. the Father deceased, was since dead, without Issue of his Body; *In Consideration* of the said then intended Marriage, it was thereby concluded and fully agreed, by and between the said Parties thereunto, that all and singular the said Manors, &c. therein and herein before mentioned, and of which the said Sir H. A. the Son, was and is Tenant in Tail as aforesaid, and every Part and Parcel thereof, with their and every of their

Recital that
per Articles
28 October last
made on Mar-
riage of Sir
H. A. the Son,
with P.
Daughter of
Sir J. S.
That Sir H. A.
the Son, by
Reason of In-
fancy is inca-
pable of
making a
Settlement.
It was agreed
per Articles,
that all the
Manors and
Lands should

Rights, Members and Appurtenances, should, with all convenient Speed be settled and assured be vested in upon Trustees and their Heirs, for that Purpose to be named by the said Dame R. M. A. and Sir J. S. their respective Executors and Administrators, to such Uses, upon such Trusts; and the Uses in the Articles. to and for such Intents and Purposes, and subject to such Estates and Powers, and with and under such Provisoos, Limitations and Agreements as are therein after mentioned and expressed; and to such Effect for the Benefit of the Parties to the said Marriage Articles, and of the Issue of the said Marriage, as are herein after Enacted, according to the true Intent and Meaning of the said Parties to the said Articles, and for rendering the said Articles more effectual: **And** **whereas** in and by the said Articles, the said Dame R. M. A. and Sir J. S. did covenant with each other, that they would use their utmost Endeavours for the procuring an Act of Parliament the then next Sessions of Parliament, for the settling and assuring of all the said Manors, Hereditaments and Premises, to and upon the several Uses, Trusts, Intents and Purposes, and subject to the several Provisoos, Powers and Agreements therein agreed, mentioned and expressed of and concerning the same Premises respectively, as by the said Articles of Agreement (Relation being thereunto had) may appear; **Wherefore** your Majesty's most dutiful Subjects, the said Dame R. M. A. Sir H. A. the Son, and Sir J. S. most humbly beseech your most excellent Majesty, That it may be Enacted, **And be it Enacted** by, &c. That all and every the said Manors, &c. herein before mentioned, with their and every of their Rights, Members and Appurtenances, from and after the — Day of, &c. shall be vested and settled, and are hereby vested and settled in and upon Sir G. B. of, &c. Bart. R. P. of, &c. Esq; and their Heirs; the said Manor of C. and other the Premises within the said County of S. being nevertheless to be subject, and to continue charged with the Payment of the said yearly Rent-charge of 500*l.* to the said Dame R. M. A. and her Assigns, in such Manner as the said yearly Rent-charge was limited by the said Indenture of Release to her, for her Life, for her Jointure, out of the same Premises in the said County of S. And the said Manor of T. and such other the Premises in the said County of B. as are comprized in the said Term of 300 Years, being nevertheless to be and continue subject to the same Term and to the Trusts thereof declared, by the said in Part recited Indenture of Release, for or concerning the raising of the said Sum of 6000*l.* for the Portion of the said R. M. A. with such Interest or Maintenance as is thereby provided; and that the said Sir G. B. and R. P. and their Heirs, (subject as afore said) shall stand and be seised of all and singular the said several Manors, &c. in the said several Counties of B. N. and S. to the several Uses, upon such Trusts, and to and for such Intents and Purposes, and subject to such Estates and Powers, and with and under such Provisoos, Declarations and Limitations, as are herein after mentioned, expressed and declared of and concerning the same, (that is to say) **As for and concerning** the said Manor or Lordship of T. with its Rights, Members and Appurtenances, the said capital Messuage, &c. of T. afore said, the said Rectory or Parsonage of N. P. and the Tithes thereunto belonging, and all and singular the said Messuages, &c. in the said Counties of B. and N. and each of them (subject in the first Place to the Raising and Payment of the said Portion of 6000*l.* and Interest or Maintenance to and for the said R. M. A. as afore said, as to such Part of the said Premises as are subject and liable thereto) **To the Use and Behoof** of T. R. the younger of, &c. Esq; and N. C. of, &c. Esq; their Executors, &c. for the Term of 99 Years, to commence from and after the said — Day of *March* in the said Year, &c. *Upon the Trusts*, and to and for the Ends, Intents and Purposes, and with and under the Provisoos herein after mentioned, of and concerning the same; (that is to say) *Upon Trust*, That they the said T. R. and N. C. and the Survivor, &c. shall and do, by and out of the Rents, Issues and Profits of the said Manor, &c. so to them limited for the said Term of 99 Years, during the Joint Lives of the said Sir H. A. the Son, and Dame P. his Wife, levy, pay and dispose of the yearly Sum of 100*l.* of, &c. free, &c. to the separate Hands of the said Dame P. to and for her sole and separate Use, or to such Person or Persons, and for such Uses, Intents and Purposes, as the said Dame P. alone, and without the said Sir H. A. her Husband, notwithstanding her Minority or Coverture, by any Writing or Writings under her Hand, shall from Time to Time direct or appoint, by Quarterly Payments at the four most usual Feasts, &c. the first Payment thereof to begin and be made at or on such of the said Feast-Days as shall first happen next after the passing this Act; which said yearly Sum of 100*l.* is hereby intended to be applied and disposed of to and for the sole and separate Use of the said Dame P. and for such Purposes as she shall from Time to Time think fit; and not to be subject to the Controul, Debts, Engagements or Intermeddling of the said Sir H. A. her Husband; and the Receipt or Receipts of her the said Dame P. alone under her Hand, or of such Person or Persons as she shall appoint to receive the same as afore said, shall, notwithstanding her Minority or Coverture, be from Time to Time a sufficient Discharge unto the said T. R. and N. C. their Executors, Administrators and Assigns for so much thereof, as shall therein be acknowledged or expressed to be paid; **And also upon Trust** to permit and suffer the said Sir H. A. the Son, and his Assigns, to receive all the Rents, &c. of the Premises so limited to them the same Trustees, for the said Term of

And R. M. A. and Sir J. S. covenanted to procure an Act for settling Premises.

Enacted, That Premises in B. and S. be vested in Trustees, and the Manor of C. to continue charged with R. M. A.'s Jointure.

The Manor of T. to continue subject to the Trusts declared by said Indenture of Release for raising said 6000*l.* for said R. M. A. the Daughter, B. and P. and their Heirs to stand seised, (subject, &c.) to the Uses after mentioned, viz. as to the Manor of T. and other Premises in B. and N. (subject to raising said Portion and Maintenance for said R. M. A.) to the Use of R. and C. for 99 Years for raising 100*l.* per Annum for Dame P. A. for her separate Use. Pin Money.

Premises in B. and N. after the 99 Years subject, &c.
 The Manor of C. and Premises in S. subject, &c. to the Use of Sir H. A. the Son, for his Life; Remainder to B. and P. during his Life, to support contingent Remainders.
 After Sir H.'s Death as to the Messuage called, &c. of T. and several Lands in N. P. C. L. and G. in County of B. of 600*l.* per Ann. subject, &c. to the Use of Dame P. A. for her Life for her Jointure.
 After Deaths of Sir H. and Dame P. as to her Jointure, and the Manor of T. and Premises in B. and N. (except Lands in N. P. and T.)
 From Death of Sir H. to the Use of E. and R. for 500 Years, after said 500 Years to, &c.

99 Years, which shall not be applied by them to the Payment of the said yearly Sum of 100*l.* payable as aforesaid, and of the Costs and Charges of the same Trustees, their Executors, &c. upon Account thereof, as the same shall accrue and arise from Time to Time, during the Joint Lives of the said Sir H. A. and Dame P. his Wife, according to the Limitations herein mentioned and expressed. **Provided always, and it is hereby Declared and Enacted,** That if the said Sir H. A. the Son shall from Time to Time, during the Joint Lives of him and the said Dame P. his Wife, well and truly pay or cause to be paid unto the proper Hands of the said Dame P. or to any other Person or Persons by her Appointment in Writing under her Hand, for her separate Use or Disposal, the yearly Sum of 100*l.* in such Manner and at such Times as the same is hereby limited and appointed to be paid; *It shall and may be lawful* to and for the said Sir H. A. the Son, and his Assigns in such case, and not otherwise, to receive and take to his and their own Use, the Rents, Issues and Profits of the same Premises during the Joint Lives of the same Sir H. A. and Dame P. his Wife. **Provided also, and it is hereby Declared and Enacted,** That after the Decease of either of them the said Sir H. A. and Dame P. his Wife, when all the Trusts of the said Term of 99 Years shall be fully executed and performed, and all the Arrears of the said yearly Sum of 100*l.* shall be satisfied and paid, and the Costs and Charges of the Trustees relating thereto shall be raised and discharged, then and from thenceforth the said Term of 99 Years shall cease, determine and be absolutely void: **And as for and concerning** the said Manor and Rectory of T. and all and singular other the Premises in the said Counties of B. and N. herein before limited, in Use to the said T. R. and N. C. their Executors, &c. for 99 Years, from and after the End, Expiration or other sooner Determination of the same Term, and subject in the mean Time thereunto, **And subject** to the said Term of 300 Years, as aforesaid; **And also as for and concerning** all the said Manor, &c. of C. and all and singular the other Hereditaments and Premises in the said County of S. (subject to the Raising and Payment of the said yearly Rent or Sum of 500*l.* per Annum, to the said Dame R. M. A. for and during her natural Life as aforesaid) **To the Use and Behoof** of the said Sir H. A. the Son, for and during his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, **To the Use and Behoof** of the said Sir G. B. and R. P. and their Heirs, during the Life of the said Sir H. A. the Son, *in Trust* to preserve the contingent Remainders thereof, herein after limited, from being defeated or destroyed; and for that Purpose to make Entries and bring Actions as Occasions shall be or require; *Yet* nevertheless to permit and suffer the said Sir H. A. to receive and take the Rents, Issues and Profits thereof, during his Life, to his own Use and Benefit; and from and immediately after the Death of the said Sir H. A. **Then as for and concerning** all that capital Messuage, &c. of T. &c. in the County of B. aforesaid, **And also all that, &c.** All which said several Lands, Tenements, Tithes and Premises last mentioned are situate, lying, arising and being in N. P. C. L. and G. some or one of them, in the said County of B. and amount together to the yearly Rent of 600*l.* together with all Buildings, &c. (subject to all necessary Repairs and Parliamentary Taxes) **To the Use** of the said Dame P. A. and her Assigns for and during her Life for her Jointure, and in full Satisfaction, Lieu and Bar of all Dower or Thirds which she shall or may have or claim, of, in, unto or out of any Manor, &c. whereof the said Sir H. A. her Husband is, or at any Time hereafter shall be seised of any Estate of Inheritance at any Time during the Coverture between him and the said Dame P. his Wife (the yearly Value of which said Dower or Thirds would considerably exceed the yearly Value of the said Premises hereby limited in Use to the said Dame P. for her Jointure as aforesaid); **And** from and immediately after the Deaths of the said Sir H. A. and Dame P. his Wife, and the Decease of the Survivor of them, *As* to the said capital Messuage, &c. so limited unto the said Dame P. for her Life for her Jointure, as aforesaid, **And also as for and concerning** the said Manor, &c. of T. and all and singular the Premises situate, &c. in the said Counties of B. and N. which are not hereby limited in Jointure to and for the said Dame P. as aforesaid, (**Except** all those Lands, &c. in N. P. and T. aforesaid or elsewhere, in the said County of B. next herein after particularly mentioned, (that is to say) &c. and all other Appurtenances to the same excepted Lands, Tenements and Hereditaments belonging or in any wise appertaining,) from and after the Decease of the said Sir H. A. the Son, **Subject** to the Raising and Payment of the said Portion of 6000*l.* and Interest, or Maintenance to and for the said R. M. A. as aforesaid, *To the Use* of T. E. the younger, of, &c. Esq; and P. R. of, &c. Gent. their Executors, &c. for and during the Term of 500 Years, without Impeachment of Waste, *Upon* the Trusts, and to and for the Intents and Purposes, **And subject** to the Provisoes herein after mentioned and expressed, of and concerning the same Term: **And** from and after the Expiration or other sooner Determination of the said Term of 500 Years, **As to** all the said Manor, &c. comprized in the said Term of 500 Years, and subject thereunto, **And subject** to the said Portion of 6000*l.* and Interest or Maintenance to and for the said R. M. A. as aforesaid, **And also as for and concerning** the said Manor, &c. of C. with the Rights, &c. in the said County of S. from and immediately after

after the Decease of the said Sir H. A. the Son, **Subject** to the Raising and Payment of the said yearly Rent or Sum of 500*l.* *per Annum* to the said Dame R. M. A. for her Life, as afore-
said, **To the Use** of the first Son of the said Sir H. A. the Son, on the Body of the said Dame P. his Wife begotten or to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue, **To the Use** of the second Son of the said Sir H. A. the Son, on the Body of the said Dame P. his Wife begotten or to be begotten, and of the Heirs Male of the Body of such second Son lawfully issuing; and in Default of such Issue, **To the Use** of the third Son of the said Sir H. A. the Son, on the Body of the said Dame P. his Wife to be begotten, and of the Heirs Male of the Body of such third Son lawfully issuing; and in Default of such Issue, **To the Use** of the fourth, &c. all and every other Son and Sons of the said Sir H. A. the Son, on the Body of the said Dame P. his Wife to be begotten, either born in his Life-time or after his Decease, severally and successively, and in Remainder one after another, as they and every of them shall be in Priority of Birth; and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Son and Sons, and the Heirs Male of his Body issuing, being always to be preferred and to take Place before a younger of them, and the Heirs Male of his Body; **And** in Default of such Issue, **As for and concerning** the said Manor, Rectory, Hereditaments, and all and singular other the Premises, situate, &c. in the said Counties of B. and N. (except as herein before is excepted) **To the Use** of the said Sir H. A. the Son, his Heirs and Assigns for ever: **And as for and concerning** the said Manor or Lordship of C. and the said, &c. situate, &c. in the said County of S. immediately from and after Failure of Issue Male of the said Marriage (**Subject** to the raising and Payment of the said yearly Rent of 500*l.* to the said Dame R. M. A. for her Life as aforesaid,) **To the Use** of the said Sir H. A. the Son, and of the Heirs Male of his Body; and in Default of such Issue, **To the Use** of R. A. Gent. Brother of the said Sir H. A. the Father deceased, for his Life without Impeachment of Waste; and from and after the Determination of that Estate, **To the Use** of the said Sir G. B. and R. P. and their Heirs, during the Life of the said R. A. **In Trust** to preserve the contingent Remainders thereof herein after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall be or require: Yet nevertheless, to permit and suffer the said R. A. to receive and take the Rents and Profits thereof during his Life, to his own Use and Benefit; and from and after the Death of the said R. A. **To the Use** of the first Son of the Body of the said R. A. lawfully begotten or to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; **And** in Default of such Issue, **To the Use** of the second, &c. Sons of the Body of the said R. A. lawfully, &c. either born in his Life-time or after his Decease, severally and successively, and in Remainder one after another, as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Son and Sons and the Heirs Male of his Body issuing being always to be preferred and to take before a Younger of them and the Heirs Male of his Body issuing; and in Default of such Issue, **To the Use** of R. A. Gent. another Brother of the said Sir H. A. the Father, deceased, for his Life, without Impeachment of Waste; and from and after the Determination of that Estate, **To the Use** of the said Sir G. B. and R. P. and their Heirs, during the Life of the said R. A. **In Trust** to preserve the contingent Remainders thereof, herein after limited, from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall be or require: **Yet nevertheless** to permit and suffer the said R. A. to receive and take the Rents and Profits thereof during his Life, to his own Use and Benefit; and from and immediately after the Death of the said R. A. **To the Use** of the first Son of the Body of the said R. A. lawfully, &c. and in Default of such Issue, **To the Use** of the second, &c. Sons of the Body of the said R. A. lawfully, &c. either born in his Life-time or after his Decease, severally and successively, and in Remainder one after another, as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons, lawfully issuing; every Elder of such Son and Sons, and the Heirs Male of his Body issuing, being always to be preferred and to take before a Younger of them and the Heirs Male of his Body issuing; **And** in Default of such Issue, **To the Use** of the said Sir H. A. the Son, and of his Heirs and Assigns for ever: **And as for and concerning** all the aforesaid excepted Lands, Tenements and Hereditaments, situate, lying and being in N. P. and T. aforesaid, herein above for that Purpose particularly mentioned and excepted, with their and every of their Appurtenances, immediately from and after the Decease of the said Sir H. A. the Son, **To the Use** of the said T. E. and P. R. their Executors, &c. for and during the Term of the Son, 600 Years, without Impeachment of Waste; **Upon** the Trusts, and to and for the Intents and Purposes, and subject to the Provisoos herein after mentioned and expressed of and concerning the same Term of 600 Years; **And** from and after the End, Expiration, or other sooner Determination of the said Term of 600 Years, and in the mean Time subject thereunto, **To the Use** and

Manor of C. and Premises in S. from the Death of Sir H. A. subject, &c.

To the Use of the first, &c. Son, &c. in Tail Male, and in Default of such Issue, as to Premises in B. and N. to the Use of the said Sir H. A. and his Heirs. And as to said Manor of C. and Premises in S. after Failure of Issue Male of said Marriage (subject, &c.) to the Use of Sir H. A. and the Heirs Male of his Body; Remainder, &c.

Remainder to the first and every other Son and Sons of said R. A. in Tail Male successively. Remainder to Sir H. A. the Son and his Heirs. As to the said excepted Lands, from the Decease of the said Sir H. A. to E. and R. for 600 Years sans Waste, upon the Trusts after mentioned.

Remainder to
such Child or
Children of
Sir H. the Son
by any other
Wife after the
Death of
Dame P. for
such Estate
and Estates as
he shall ap-
point.
And in De-
fault of Ap-
pointment,
to the Use of
the first and
every other
Son and Sons
of Sir H. the
Son by any
other Wife
successively
in Tail Male.
Remainder to
the first and
every other
Son and Sons
of Sir H. the
Son by Dame
P. successively
in Tail Male.

Remainder to
the right
Heirs of said
Sir H. A. the
Son.
Power for Sir
H. after the
Death of
Dame P. to
make a Joint-
ure for ano-
ther Wife.

Power of
leasing B. E.
state for 21
Years at
Rack Rents.

and Behoof of such Child or Children of the Body of the said Sir H. A. (the Son) on the Body of any other Woman or Women whom he shall take to Wife after the Decease of the said Dame P. his now Wife lawfully to be begotten, for such Estate and Estates, and in such Parts and Proportions, and with and under such Powers, Restrictions, Limitations and Agreements, and in such Manner and Form as he the said Sir H. A. (the Son) shall at any Time during his Life, by any Deed or Deeds, Writing or Writings, under his Hand and Seal, to be by him sealed and delivered in the Presence of two or more credible Witnesses, or by his last Will and Testament in Writing, to be in like Manner attested, declare, limit or appoint; and in Default of such Declaration, Limitation or Appointment, and until such Declaration, Limitation or Appointment shall be made, and until such Estate and Estates so declared, limited or appointed, shall respectively commence and take Effect, and as such Estate or Estates so declared, limited or appointed, shall respectively end and determine, and as to such Parts thereof whereof no such Declaration, Limitation or Appointment shall be made, **To the Use** of the first and every other Son and Sons of the Body of the said Sir H. A. (the Son) on the Body of any other Woman or Women whom he shall take to Wife after the Decease of the said Dame P. his now Wife, lawfully to be begotten, either born in his Life-time, or after his Decease, severally and successively, and in Remainder one after another, as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Son and Sons, and the Heirs Male of his Body issuing, being always to be preferred and to take before a Younger of them, and the Heirs Male of his Body issuing; and for Default of such Issue, **To the Use and Behoof** of the first Son of the said Sir H. A. (the Son) on the Body of the said Dame P. his Wife begotten or to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, **To the Use and Behoof** of the second Son of the said Sir H. A. (the Son) on the Body of the said Dame P. his Wife begotten, or to be begotten, and of the Heirs Male of the Body of such second Son lawfully issuing; and for Default of such Issue, **To the Use and Behoof** of the third Son of the said Sir H. A. (the Son) on the Body of the said Dame P. his Wife to be begotten and of the Heirs Male of the Body of such third Son lawfully issuing; and for Default of such Issue, **To the Use and Behoof** of the fourth Son of the said Sir H. A. (the Son) on the Body of the said Dame P. his Wife to be begotten, and of the Heirs Male of the Body of such fourth Son lawfully issuing; and for Default of such Issue, **To the Use and Behoof** of the fifth, &c. and all and every other Son and Sons of the said Sir H. A. (the Son) on the Body of the said Dame P. his Wife to be begotten, severally and successively, and in Remainder one after another, as they shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the Elder of such Son and Sons, and the Heirs Male of his Body issuing, being always preferred and to take Place before the Younger of such Sons and the Heirs Male of their Bodies lawfully issuing; and for Default of such Issue, **To the Use and Behoof** of the right Heirs of the said Sir H. A. (the Son) for ever. **Provided always, and it is hereby Declared and Enacted,** That it shall and may be lawful to and for the said Sir H. A. (the Son) in Case he shall happen to overlive the said Dame P. his Wife, by any Deed or Deeds, Writing or Writings, to be by him subscribed and sealed in the Presence of two or more credible Witnesses, to assign, limit or appoint, after the Death of the said Dame P. his Wife, all or any the Messuages, &c. herein before limited to and for the Jointure of the said Dame P. as aforesaid, unto or to the Use of any Woman or Women that he shall marry or take to Wife after the Death of the said Dame P. his now Wife during the natural Life or Lives of such Woman or Women, for and as her or their Jointure or Jointures, and in full of her or their Dower or Dowers. **Provided also, and it is hereby further Enacted,** That it shall and may be lawful to and for all Persons respectively, being actually seised of all or any Part or Parts of the said Manor, &c. in the said Counties of B. and N. by Virtue of any the Limitations herein before limited, by Indenture or Indentures under their Hands and Seals respectively to be executed, to demise, lease and to Farm let, all or any Part or Parts of the said Manor, &c. in the said Counties of B. and N. to any Person or Persons for any Term or Number of Years not exceeding 21 Years, to commence in Possession, or within one Year next after the making any such Lease, but not in Reversion or Remainder after any longer Time than one Year next after the making thereof as aforesaid, without taking any Fine, Premium or Fore-gift, for or in Respect of such Lease or Leases; so as upon every such Lease there be reserved and made payable during the Continuance of the same, the most and best improved yearly Rent that can be reasonably had for the Premises, or any Part thereof, that shall be so leased or demised to such Person and Persons to whom the immediate Reversion or Remainder of so much and such Parts of the Premises as shall be so demised or leased, shall from Time to Time belong or appertain, according to the Tenor and true Meaning of this Act; and so as none of the said Leases be made dispensable of Waste by any express Words in such Lease to be contained; and so as there be con-

tained

tained in every such Lease a Clause of Re-entry for Non-payment of the Rent or Rents thereby to be reserved, and usual and reasonable Covenants; and so as the Lessee and Lessees to whom the said Leases shall be made as aforesaid, seal and deliver Counterparts of such Lease and Leases: **And whereas** Part of the said Premises in the said Manor of C. may be greatly improved by Building thereupon, if proper Encouragement be given for that Purpose; **It is therefore hereby further Enacted and Provided**, That it shall and may be lawful to and for the said Sir H. A. (the Son) during his Infancy, by and with the Consent of the said Dame R. M. A. and Sir J. S. or the Survivor of them, or at any Time after he shall attain his full Age of 21 Years, without such Consent, to demise, lease and to Farm let, all or any Part or Parts of the said Manor and Premises in the said County of S. to any Person or Persons for any Term or Number of Years not exceeding 51 Years, to commence in Possession, or within one Year next after the making any such Lease, but not in Reversion or Remainder after any longer Time than one Year next after the making thereof as aforesaid, without taking any Fine, Premium or Fore-gift, for or in Respect of such Lease or Leases; so as upon every such Lease there be reserved and made payable, during the Continuance of the same, the most and best improved yearly Rent that can be then reasonably had for the Premises, or any Part thereof that shall be so leased or demised to such Person or Persons, to whom the immediate Reversion or Remainder of so much and such Parts of the Premises as shall be so demised or leased, shall from Time to Time belong or appertain, according to the Tenor and true Meaning of this Act; and so as none of the said Leases be made dishonourable of Waste by any express Words in such Leases to be contained; and so as there be contained in every such Lease a Clause of Re-entry for Non-payment of the Rent or Rents thereby to be reserved, and usual and reasonable Covenants; and so as the Lessee and Lessees, to whom the said Leases shall be made as aforesaid, seal and deliver Counterparts of such Lease and Leases. **And it is hereby Declared and Enacted**, That the said Term and Estate for 500 Years herein before limited to the said T. E. and P. R. their Executors, &c. as aforesaid, is so to them limited, **Upon Trust**, that in Case there shall be any Son of the said Sir H. A. (the Son) on the Body of the said Dame P. his Wife begotten or to be begotten, who shall for the Time being after the Death of the said Sir H. A. (the Son) be Heir Male of the Body of the said Sir H. A. (the Son) and also one or more other Child or Children, Male or Female, of the said Sir H. A. (the Son) by the said Dame P. his Wife, either born in his Life-time, or after his Decease, Then the said T. E. and P. R. or the Survivor of them, his Executors, Administrators or Assigns, shall and do, after the Decease of the said Sir H. A. (the Son) by Sale or Mortgage of the said Manor, Hereditaments and Premises comprised in the said Term of 500 Years, or of a competent Part thereof, for all or any Part of the said Term of 500 Years, or by or out of the Rents, &c. thereof, or by all or any the Ways or Means aforesaid, raise and levy such Sum and Sums of Money for the Portion and Portions and Maintenance of all and every the Daughters and younger Sons of the said Sir H. A. (the Son) by the said Dame P. his Wife, in Case of Issue Male between them living, (as is herein after mentioned); that is to say, in Case there shall be but one such Daughter or younger Son, then such Daughter or younger Son shall have the Sum of 5000*l.* of lawful, &c. for his or her Portion; and in Case there shall be two or more such younger Children, Daughter or Daughters, and not exceeding five in Number, then such two or more such younger Children, Daughter or Daughters, not exceeding five in Number as aforesaid, shall have the Sum of 5000*l.* of like Money for their Portions, to be equally divided between and amongst them Share and Share alike; **And** in Case there shall be six or more such younger Children, Daughter or Daughters, then such six or more younger Children shall have the Sum of 1000*l.* a-piece of like Money for their Portions; the Portion or Portions of such of them as shall be a Son or Sons, to be paid to him or them at his or their respective Age or Ages of 21 Years, and the Portion or Portions of such of them as shall be a Daughter or Daughters, to be paid to her or them at her or their respective Age or Ages of 18 Years, or Day or Days of her or their respective Marriages, which shall first and next happen after the Death of the said Sir H. A. (the Son) or sooner, if he the said Sir H. A. (the Son) shall by any Writing or Writings under his Hand and Seal direct or appoint the same to be sooner paid, which it shall be lawful for him to do; and if any of the said younger Sons shall attain their said Ages of 21 Years, or any of the said Daughters shall attain their said Ages of 18 Years, or be married in the Life-time of the said Sir H. A. (the Son) then such Portion or Portions shall be paid to such Daughter or Daughters, younger Son or younger Sons respectively, within six Kalendar Months next after the Decease of the said Sir H. A. (the Son), unless the said Sir H. A. (the Son) shall direct the same to be raised in his Life-time, which he may in his own Life-time do, if he shall so please, for any Daughter or younger Son, if at that Time the said Sir H. A. (the Son) shall have an elder or only Son by the said Dame P. his Wife; **And upon this further Trust**, That in the mean Time from and after the Decease of the said Sir H. A. (the Son) until the respective Portion or Portions of such Daughter or Daughters, and younger Son or younger Sons of the said Sir H. A. (the Son) by the same Dame P. his Wife, in Case of Issue

Power of leasing the S. Estate for 51 Years at the most improved Rents.

The Trust of the 500 Years is for the raising of Portions and Maintenances and Education for younger Children in Case there be an Heir Male of the Marriage.

The further
Trust of the
500 Years
Term is to
raise Portions
and Mainte-
nances for
Daughters in
Default of
Issue Male of
the Marriage.

Proviso, in
Case of any
Death of
younger Sons
or Daughters.

Male between them shall become payable; they the said *T. E.* and *P. R.* and the Survivor of them, his Executors, &c. shall and do, out of the Rents and Profits of the same Manor and Premises so herein before limited to them for the said Term of 500 Years, raise, levy and pay to and for such younger Child or Children for his, her and their Maintenance and Education, so much Money, Yearly and in every Year, as the Interest of his, her or their said Portion or Portions respectively shall amount unto, after the Rate of *5l. per Cent. per Ann.* such Interest or Monies for Maintenance and Education to be paid to such Daughter and Daughters, and younger Son and Sons respectively, at or on the two most usual Feasts, &c. and the first Payment thereof to begin and be made at or on such of the said Feasts or Days of Payment as shall first and next happen after the Decease of the said Sir *H. A.* the Son. **And it is hereby further Declared and Enacted,** That the said Term and Estate for 500 Years herein before limited to the said *T. E.* and *P. R.* their Executors, &c. as aforesaid, is so to them limited, **Upon this further Trust,** That in Case the said Sir *H. A.* (the Son) shall happen to die without Issue Male of his Body on the Body of the said Dame *P.* his Wife begotten, either born in his Life-time or after his Decease; or there being such Issue Male, all of them shall happen to die without Issue Male before any of them shall attain the Age of 21 Years, and there be Issue one or more Daughter or Daughters of the said Sir *H. A.* (the Son) on the Body of the said Dame *P.* his Wife, at the Time of such Failure of Issue Male as aforesaid, or at any Time afterwards, then the said *T. E.* and *P. R.* and the Survivor of them, his Executors, &c. shall and do by Sale or Mortgage of the said Manor, Hereditaments and Premises comprised in the same Term of 500 Years, or of any Part thereof, for all or any Part of the same Term of 500 Years, or by and out of the Rents, Issues and Profits thereof, in the mean Time until such Sale or Mortgage can be made, or by all or any the Ways and Means aforesaid, raise and levy from and after the Decease of the said Sir *H. A.* (the Son) and Failure of Issue Male of his Body on the Body of the said Dame *P.* his Wife begotten, such Sum and Sums of Money for the Portion and Portions and Maintenance of all and every such Daughter and Daughters as is herein after mentioned; (that is to say) In Case there shall be but one such Daughter, then such Daughter shall have the Sum of 5000*l.* of, &c. for her Portion; and in Case there shall be two or more such Daughters, not exceeding five in Number, then such two or more Daughters, not exceeding five in Number, shall have the Sum of 5000*l.* of like Money for their Portions, to be equally divided between and amongst them Share and Share alike; and in Case there shall be six or more such Daughters, then such six or more Daughters shall have the Sum of 1000*l.* a-piece of like Money for their Portions; the same Portion or Portions to be paid unto such Daughter and Daughters respectively, at her or their respective Age or Ages of 18 Years, or Day or Days of her or their respective Marriages, which shall first happen after the Decease of the said Sir *H. A.* the Son, and Failure of Issue Male of his Body by the said Dame *P.* his Wife as aforesaid, or sooner, if the said Sir *H. A.* the Son, shall by any Writing under his Hand so direct or appoint, which it shall be lawful for him to do; and if any of the said Daughters shall attain her or their respective Age or Ages of 18 Years, or be married in the Life-time of the said Sir *H. A.* the Son, then the Portion or Portions of such Daughter or Daughters so attaining the Age of 18 Years, or marrying in the Life-time of the said Sir *H. A.* the Son, shall be paid to such Daughter or Daughters respectively, within six Calendar Months next after the Decease of the said Sir *H. A.* the Son, unless the said Sir *H. A.* the Son, shall direct the same to be raised and paid in his Life-time, which he may do if he shall so please: **And upon this further Trust,** That they the said *T. E.* and *P. R.* their Executors, &c. shall and do, by and out of the Rents, &c. of the said Manors, &c. so limited in Use to them for the said Term of 500 Years, from and after the Decease of the said Sir *H. A.* the Son, and Failure of Issue Male of his Body by the said Dame *P.* his Wife, in the mean Time, and until such Portion or Portions of the said Daughter or Daughters shall become payable as aforesaid, raise, levy and pay to and for such Daughter and Daughters, for her and their Maintenance and Education, so much Money yearly and every Year, as the Interest of her or their said Portion or Portions respectively shall amount unto, after the Rate of *5l. per Centum per Annum*; such Interest or Monies for Maintenance and Education, to be paid to such Daughter and Daughters respectively, at or on the two most usual Feasts, &c. and the first Payment thereof to begin and be made at or on such of the said Feasts or Days of Payment, as shall first and next happen after the Decease of the said Sir *H. A.* the Son, and Failure of Issue Male of his Body, by the said Dame *P.* his Wife. **Provided always, and it is hereby further Declared and Enacted,** That in Case any of the said Daughters and younger Sons by the said Marriage, in Case there shall be Issue Male thereof, or any of the Daughters of the same Marriage, in Case of Failure of Issue Male thereof, shall happen to die before his, her or their Portion or Portions shall become payable respectively by Virtue of the Trusts of the said Term of 500 Years, then the Portion or Portions of him, her or them so dying, shall go and be paid unto, and be equally divided amongst the Survivors or Survivor of

of them, when his, her or their Original Portion or Portions shall become payable by Virtue of this Act, so as no one Daughter or younger Son, in Case of Issue Male of the said Marriage, nor any one Daughter of the same Marriage, in Case of Failure of Issue Male thereof, shall have above the Sum of 5000*l.* for his or her Portion, by Virtue of the said Trusts of the said Term of 500 Years. **Provided also, and it is hereby further Declared and Enacted,**

That in Case all the said Daughters and younger Children, who shall be intitled to any Portions or Sums of Money by Virtue of the Trusts hereby declared of the said Term of 500 Years, shall happen to die before any of their said Portions shall become payable by Virtue of this Act; then the said Sum and Sums of Money hereby appointed to be raised for the Portions of such Daughters and younger Sons, in Case of Issue Male thereof, or of such Daughters of the same Marriage in Case of Failure of Issue Male thereof, as aforesaid, or so much thereof respectively as shall not be then raised, shall not be raised, but shall sink, for the Benefit of such Person or Persons as shall for the Time being be next in Reversion or Remainder of the same Premises expectant upon the Determination of the said Term of 500 Years; and then also such Sum or Sums of Money, as shall be then raised for or towards such Portion or Portions, shall be paid unto the same Person or Persons next in Reversion or Remainder of the same Premises aforesaid. **Provided likewise, and it is hereby Declared,** That no such Sale

Proviso, in Case of such Children's Death after Portions due and unpaid.

or Mortgage as aforesaid, shall be made by the said *T. E.* and *P. R.* their Executors, &c. of the said Manor, &c. herein before limited in Use unto them for the said Term of 500 Years as aforesaid, or any Part thereof, until some or one of the said Portions herein before appointed to be raised by the Trusts of the same Term, shall become payable by Virtue of this Act, nor until after the Decease of the said *Sir H. A.* the Son, unless he the same *Sir H. A.* by Writing under his Hand consent to the same. **Provided also, and it is hereby further Declared,** That in Case the said *Sir H. A.* the Son, shall in his Life-time give to any of the

No Sale of Mortgage to be of said Term, before some of the Portions become payable, and the Death of Sir H. A.

said Children so to be intitled to the said Portions hereby appointed to be raised by Virtue of the Trusts herein before declared of the said Term of 500 Years, any Sum or Sums of Money for or towards his, her or their Advancement or Preferment in Marriage, or otherwise, or if by or after the Death of the said *Sir H. A.* the Son, there shall come unto or descend upon the said Children, or any of them, any Lands, &c. of and from the same *Sir H. A.* then such Sum or Sums of Money, and the Value of such Lands, Tenements and Hereditaments to be sold, shall be accounted and deemed for and as Part of the Portion or Portions hereby provided for such Children respectively as aforesaid, unless the said *Sir H. A.* the Son, shall by Will or other Writing under his Hand declare the contrary; then such Children shall have no more Money raised and paid for his, her or their Portion or Portions hereby provided for him, her or them as aforesaid, than as together with such Sum and Sums, or the Value of such Lands, &c. so given, or come unto, or descended upon him, her or them respectively, by or from the said *Sir H. A.* the Son, shall amount unto and make up the whole and full Portion or Portions hereby appointed and intended for him, her or them respectively, as aforesaid, unless the same *Sir H. A.* shall, by Will or Writing under his Hand, signify or declare the contrary.

Proviso, in Case Sir H. A. advances Portions in his Life time, &c.

Provided likewise, and it is hereby further Declared, That the said Manor, &c. herein before limited in Use to the said *T. E.* and *P. R.* their Executors, &c. for the said Term of 500 Years, are so limited in Use unto them, upon this further Trust, that they the said *T. E.* and *P. R.* their Executors, &c. shall and do permit and suffer such Person and Persons respectively, to whom the next and immediate Reversion and Remainder of the same Premises expectant upon the Determination of the said Term of 500 Years, shall for the Time being belong, to take and receive the Rents, &c. of the same Premises comprized in the same Term, until the Sum or Sums of Money hereby appointed and provided for the Portions, Maintenance and Education of the said Daughters and younger Sons of the said Marriage, in Case of Issue Male thereof, and of the Daughters of the same Marriage, in Case of Failure of Issue Male thereof, or some Part thereof, shall grow due, and become payable; and afterwards to take and receive all the Rents and Profits of the same Premises, as are not hereby appointed or directed to be applied to the Raising and Payment of the said Sums for Daughters Portions and Maintenance, according to the true Intent and Meaning of this Act:

Proviso, that the Trustees shall permit the Persons to whom the Reversion of said Term belongs to receive the Rents, &c. until the Money for Portions, &c. become due.

And it is hereby Declared and Enacted, That the said Term and Estate for 600 Years, herein before limited to the said *T. E.* and *P. R.* their Executors, &c. as aforesaid, is so to them limited upon Trust, that in Case the said *Sir H. A.* the Son, shall happen to depart this Life in the Life-time of the said Dame *P.* his Wife; that then and in such Case, if the said Manors, &c. comprized in the said Term of 500 Years, shall prove deficient for the Raising and Payment of the said Portions and Maintenances for the said Daughters and younger Sons by the said Marriage, in Case of Issue Male thereof, or for the Daughters of the same Marriage, in Case of Failure of Issue Male thereof as aforesaid; that then such Deficiency shall be made good by and out of the said Lands, &c. comprized in the said Term of 600 Years, either by the Rents and Profits of the said Premises comprized in the same Term, or by Leasing or

The 600 Years is on Trust to make good the Portions and Maintenances for the younger Sons and Daughters of the Marriage in Case the Premises comprized in the

Mortgaging,

500 Years
Term should
prove deficient
for the raising
of the same.

Proviso, in
Case of no
Children alive
at Sir H. A.'s
Death,

the said Terms
to cease, and

in Case Sir H.
A. the Son,
attain 21
Years,
and suffer
a Recovery
of the Premis-
ses in S. and
declare the
Use thereof
to E. and R.
for 700 Years,
sans Waste,
(but subject to
said Lady R.
M. A. 500 l.
per Ann. for
her Life,) in
Trust for bet-
ter securing
the raising
and Payment
of the Portions
and Mainte-
nances for the
Daughters and
younger Sons
of the Mar-
riage, then the
said 600 Years
of the except-
ed Lands to
be void.

Mortgaging, or selling of the same, or any Part thereof, at the Election of the said T. E. and P. R. or the Survivor, &c. and in the mean Time; and until such Deficiency, if any shall happen, and after the said Portions and Maintenances raised and satisfied, the Rents and Profits of the said Lands, &c. comprized in the said Term of 600 Years, shall be had and received by such Person or Persons respectively, to whom the next and immediate Reversion and Remainder of the same Premises expectant upon the Determination of the said Term of 600 Years, shall for the Time being belong or appertain. **Provided always, and it is hereby further Declared and Enacted,** That in Case at the Time of the Death of the said Sir H. A. the Son, there shall be no Child or Children living, or in *Ventre sa Mere* of the same Sir H. A. on the Body of the said Dame P. his Wife begotten, who shall be intitled to any Portion or Portions, Sum or Sums of Money, hereby appointed to be raised by the Trusts declared of the said Term of 500 Years; or there being such Child or Children, all of them shall happen to die before any of their said Portions hereby provided for them shall become payable; or in Case all and every the said Portions and Sums of Money hereby appointed to be raised by Virtue of the Trusts hereby declared of the said Term of 500 Years, with such Maintenances as is hereby provided for such said Children of the said Sir H. A. the Son, by the Trusts of the same Term, shall by the Ways and Means in that Behalf before mentioned have been raised, or levied, or otherwise; that then, and in any of the said Cases so happening, and all and every the Trusts herein before declared of the said Term of 500 Years, being first fully executed and performed, the said Terms of 500 Years and 600 Years, of and in the Premises therein respectively comprized, or of and in so much thereof as shall remain unsold or undisposed of, for the Purposes aforesaid, shall cease and be void for the Benefit of the Person or Persons next in Reversion or Remainder of the same Premises, immediately expectant upon the Determination of the same respective Terms. **Provided also further, and it is hereby Declared and Enacted,** That in Case the said Sir H. A. the Son, shall attain his full Age of 21 Years, and afterwards in due Form of Law suffer one good and perfect Common Recovery of the said Manor of C. Hereditaments and Premises in the said County of S. and declare the Use thereof, or of a competent Part thereof, immediately expectant upon his own Death, **To the Use** of the said T. E. and P. R. their Executors, &c. for the Term of 700 Years, without Impeachment of Waste, (but subject to the Payment of the said yearly Rent of 500 l. to and for the said Dame R. M. A. for her Life as aforesaid) **Upon Trust** for the better and more effectual securing the Raising and Payment of the said Portions and Maintenances for the said Daughters and younger Sons by the said Marriage in Case of Issue Male thereof, or for the Daughters of the same Marriage in Case of Failure of Issue Male thereof as aforesaid, if the said Hereditaments and Premises comprized in the said Term of 500 Years shall prove deficient for that Purpose, in such and the same Manner as the Trusts of the said Term of 600 Years are hereby before declared, concerning the Raising and Payment of the said Portions and Maintenances; that then, and in such Case, but not otherwise, the said Term and Estate for 600 Years, herein before limited in Use unto the said T. E. and P. R. their Executors, &c. as aforesaid, shall cease, determine, and be utterly void; any Thing, &c. notwithstanding. **Provided always, &c.** [The usual Saving Clause for the Trustees not to be chargeable for each other.] **Provided also, &c.** [The usual Clause for the Trustees to deduct their Charges.] **Provided also further,** That nothing in this Act contained shall prejudice, lessen, or defeat the Jointure of the said Dame R. M. A. or the Trusts declared of the said Term of 300 Years, for raising the said Portion and Interest, or Maintenance for the said R. M. A. the Infant: **Saving** to the King, &c. and to the said Dame R. M. A. for and in Respect of her said Jointure, for her Life only, and not otherwise, and to the said R. M. A. for and in Respect of her said Portion and Interest, or Maintenance provided for her by the Trusts of the said Term of 300 Years only, and not otherwise; and to all and every other Person, &c. their respective Heirs, Successors and Administrators, (other than the said Sir H. A. the Son, and the Heirs Male of his Body, and his and their several Heirs, and the Heirs of the said Sir H. A. deceased,) all such Right, &c.

An Act for vesting the Real and Personal Estates of R. H. Esq; in Trustees, for making some Provision for his Wife and Family; and for better securing the Debt due from him to the Crown.

Recital of
Marriage
Settlement.

Whereas by Indentures of Lease and Release, bearing Date respectively, &c. the said Indenture of Release being *Quinquartite*, and made, &c. between the Honourable L. H. Widow, Relict of R. H. then late of G. H. in the County of B. Esq; deceased, and R. H. of G. H. aforesaid, Esq; Grandson and Heir of the said R. H. deceased, and I. his Wife,

Wife, (which said *I.* is one of the Daughters of Sir *W. E.* of *N.* in the County of *L.* Bart.) of the first Part, the said Sir *W. E.* of the second Part, the Honourable *H. P.* Esq; now Earl of *U.* then Son and Heir Apparent of the Right Honourable *W.* Lord *P.* Baron of *B.* in the County of *S.* and *P. F.* of *P.* in the said County of *S.* Esq; of the third Part, Sir *T. B.* Knight, then one of the Barons of the Court of *Exchequer* at *Westminster*, afterwards Lord Chief Baron of the same Court, and since deceased, and *R. E.* Esq; (eldest Son and Heir Apparent of the said Sir *W. E.*) of the fourth Part, and *R. N.* of *B.* in the County of *B.* Esq; of the fifth Part, in Consideration of a Marriage then had and solemnized between the said *R. H.* Party to the said Indenture, and the said *I.* his then Wife, and of the Sum of 10000 *l.* of, *£c.* to the said *R. H.* Party thereto, in Hand paid by the said Sir *W. E.* for the Marriage Portion of the said *I.* and as a Consideration for the Settlement thereby made, and for other Considerations therein mentioned, they the said *L. H.* and *R. H.* (Party to the said Indenture) did grant and convey unto the said *H. P.* and *P. F.* and their Heirs, all that, *£c.* Houses, *£c.* and all other the Manors, *£c.* of them the said *L. H.* and *R. H.* (Party to the said Indenture) or either of them, or of any other Person or Persons in Trust for them or either of them, situate, *£c.* or elsewhere in the said County of *B.* To hold unto the said *H. P.* and *P. F.* and their Heirs, to the several Uses, upon the Trusts, and under the Provisoes and Agreements therein and herein after mentioned, (that is to say) *As for and concerning* all that Farm, and all those Lands thereunto belonging, with their and every of their Appurtenances, then in the Tenure of *E. B.* or his Assigns, at and under the yearly Rent of 122 *l.* 10 *s.* or thereabouts, all that Farm, *£c.* to the Use of the said *L. H.* for her Life: *And as for and concerning* all that Meadow Ground in *G. H.* aforesaid, called *B. M.* and the little Meadow thereto adjoining, and all that Messuage, and those Lands, with their Appurtenances in *H.* aforesaid, *£c.* to the Use of the said *R. N.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of the said Indenture, for and during the Term of 500 Years, without Impeachment of Waste, upon the Trusts therein and herein after mentioned concerning the same; *And as for and concerning* all the Residue and Remainder of the said Manor of *G. H.* with the Rights, Royalties, Members and Appurtenances thereof (other than and except the said Capital Messuage or Mansion-House of *G. H.* with the Appurtenances thereof, and the Park to the same belonging,) *And as for and concerning* all and every the Woods, *£c.* of or belonging to the said Manor of *G. H.* and all and every the said Woods, *£c.* aforesaid, or in any or either of them, to the Use of the said *L. H.* and Sir *W. E.* their Executors, Administrators and Assigns, from the Day next before the Day of the Date thereof, for and during the Term of 99 Years, without Impeachment of Waste, upon the Trusts therein and herein after mentioned concerning the same; *And as for and concerning* all other the Premises whereof no Use was therein before declared; *And also as for and concerning* all and every the said Premises so limited in Use to the said *L. H.* for Life, and to the said *R. N.* for 500 Years, and to the said *L. H.* and Sir *W. E.* for 99 Years, from and after the End or other sooner Determination of the said several Estates and Terms, and as they should severally end and determine, to the Use of the said *R. H.* (Party thereto) for his Life, without Impeachment of Waste, (except voluntary Waste in pulling down Houses, unless for the rebuilding the same,) *And* after the Determination of that Estate, to the Use of the said Sir *T. B.* and *R. E.* and their Heirs, during the Life of the said *R. H.* upon Trust to preserve the contingent Remainders therein after limited; *And after his Decease, then as for and concerning* all and every the said Messuages, Tenements, Farm-Lands and Hereditaments so limited in Use to her the said *L. H.* for her Life, immediately from and after the Decease of her the said *L.* and in the mean while subject to her said Estate for Life therein; *And as to, for and concerning* all those the aforesaid Grounds called *C. D.* *£c.* to the Use of the said *I. H.* for her Life for her Jointure, and in Bar of her Dower; *And as for and concerning* all and singular the said Manors and Premises (except the said Mansion-House and Park) from and after the Determination of the several Terms and Estates therein, and as the same should respectively end and determine, To the Use of the said *H. P.* and *P. F.* their Executors, Administrators and Assigns, for and during the Term of 1000 Years, to be computed from the Death of the said *R. H.* without Impeachment of Waste, upon the Trusts therein and herein after mentioned concerning the same; *And as for and concerning* all and every the said Capital Messuage or Mansion-House, Park, Manors, Advowsons, Hereditaments and Premises after the several Determinations of the said several Estates thereof respectively limited as aforesaid, and as the same should respectively end and determine, to the Use of the first and other Son and Sons of the said *R. H.* Party thereto, on the Body of the said *I. H.* begotten or to be begotten in Tail Male successively, with Remainder to the said *R. H.* (Party to the said Indenture) his Heirs and Assigns for ever; *And as touching the said Term of 500 Years, by the said recited Indenture Quinquapartite, limited in Use to the said R. N.* as aforesaid, it was thereby declared and agreed, That the same was so limited to him, upon Trust that it should be lawful for him by Deed indented, to Lease or Mortgage (at the Request of the said *R. H.* Party thereto) the said Premises so limited to him the said *R. N.* for the Advancing

Habendum.

The Parcels to *L. M.* the Mother for Life.

Parcels limited to *R. N.* for 500 Years.

The Parcels limited to *L. H.* and Sir *W. E.* for 99 Years.

Parcels limited to *R. H.* for Life.

Remainder to Trustees to preserve contingent Uses, *£c.*

Jointure, Premises.

A Term of 1000 Years, as to the whole (except, *£c.*) upon the Trusts hereafter mentioned.

Capital Messuage, *£c.* to first and other Sons,

Declaration as to the 500 Years Term, to raise 2000 *l.* for the Husband, *£c.*

Declaration as
to the 99
Years Term,
to raise and
pay during the
Coverture
200*l*. per Ann.
for the sepa-
rate Use of the
Wife, &c.

Declaration as
to the 1000
Years Term,
for Raising
Daughters and
younger Sons
Portions.

L. H. dead.

Mortgage of
the 500 Years
Term.

vancing and Raising any Sum or Sums of Money not exceeding in the whole the Sum of 2000*l*. unto and for the said R. H. and for securing the Payment thereof, with Interest, to the Person who should advance the same, of which 2000*l*. no more than the Sum of 1000*l*. was to be raised without the good Liking of the said Sir W. E. his Executors or Administrators; **And upon further Trust**, That the said Term of 500 Years, until the said 2000*l*. or some Part thereof should be raised, and after the same should be raised, then the Residue of the said Term, and the Equity of Redemption thereof, should attend and wait upon the Reversion or Remainder for the Time being, expectant upon the Determination of the same Term; *And as touching the said Term of 99 Years* so limited to the said L. H. and Sir W. E. as aforesaid, the same was declared to be so limited *upon Trust*, by and out of the Rents and Profits of the Premises comprised in the same Term, to raise and pay the yearly Sum of 200*l*. during the joint Lives of the said R. H. and I. H. to such Persons, and for such Purposes as the said I. alone should direct and appoint for her private and personal Use, of which the said R. H. was not to have any controuling Power; *And upon further Trust*, that the Trustees of the same Term should after the Decease of the said R. H. Party thereto, by and out of the Rents, Issues and Profits of the said Manors, Lands, Woods and Premises to them limited for the same Term, raise so much, or such yearly Sum or Sums of Money (the whole not exceeding 100*l*. per Annum) as should or might be sufficient to make up the Rents and Profits of the said Lands and Premises so limited to her the said I. for her Jointure, or for her Life, or for the Joint Lives of herself and the said L. H. or which by any other Deed bearing even Date with the said Indenture *Quinquartite*, was or should be limited to her for her Jointure, or in Part of her Jointure, or for her Life, and the Life of the said L. H. the clear yearly Sum of 1100*l*. above all Reprizes, Losses by Tenants or other Casualties, Charges of Collecting or Receiving Rents, and above all Taxes and Assessments and other Deductions whatsoever (such Taxes only as should or might at any Time then after be assessed or levied out of the said Jointure Lands for the Use of her then Majesty or her Successors, or for the publick Occasions of the Realm only excepted) and being so raised should pay the same to her the said I. for making good the said yearly Sum of 1100*l*. in such Proportions as the Case should happen to be or require, so that the said I. might receive the clear yearly Sum of 1100*l*. for her Jointure, in Nature of a Rent-charge, free from all Deductions (Publick Taxes only excepted;) *And as touching the said Term of 100 Years* therein before limited in Use to the said H. P. and P. F. as aforesaid, *It was thereby Declared*, That the same was so limited to them in Trust on Failure of Issue Male of the same R. H. by the said I. his Wife, to raise 10000*l*. for Portions for their Daughters, to be raised and paid at the Times and in Manner therein mentioned, with such yearly Maintenances, until the Portions become payable, as are therein expressed; *And upon further Trust*, that if there should be Issue Male, then to raise any Sum not exceeding 10000*l*. for Portions for younger Sons and Daughters, of the said R. H. by the said I. his Wife, and for the Raising of Maintenances for such younger Sons and Daughters, not exceeding 500*l*. per Ann. as the said R. H. should by Writing under his Hand appoint; and in Default of such Appointment, then the said Trustees of the said 1000 Years Term, to raise and pay to such younger Sons and Daughters the Portion and Portions following, *viz* If but one younger Son and no Daughter, or one only Daughter and no younger Son, 3000*l*. for such younger Son, and 4000*l*. for such only Daughter for his or her Portion; If two younger Sons or two Daughters, or one younger Son and one Daughter, and no more, 2000*l*. a-piece for such younger Sons, and 3000*l*. a-piece for such Daughters for their Portions; if three younger Sons or more, or three Daughters or more, or three or more younger Sons and Daughters, then 2000*l*. a-piece for their Portions, so as the whole exceed not 10000*l*. and if more than five younger Children, then 10000*l*. equally amongst them for their Portions; the said Portions to be raised and paid at the Times and in Manner therein mentioned, with such yearly Maintenances until the Portions become payable as therein expressed: **And whereas** the said L. H. long since departed this Life, and the said R. H. hath not any Issue by the said I. his Wife: **And whereas** by Indenture *Tripartite*, bearing Date, &c. between the said R. H. and Sir W. E. of the first Part, the said R. N. of the second Part, and P. W. of the Parish of St. M. W. in the County of M. Gent. of the third Part, reciting in Part the said Settlement, in Consideration of the Sum of 2000*l*. of, &c. to the said R. H. by the said P. W. mentioned to be in Hand paid (of which said Sum of 2000*l*. 1000*l*. Part thereof, was mentioned to be taken up with the good liking of the said Sir W. E. testified by his being a Party to and signing and sealing the said Indenture *Tripartite*.) and in Consideration of 5*s*. to the said R. N. by the said P. W. in Hand also paid, he the said R. N. did Demise unto the said P. W. his Executors, Administrators and Assigns, all the Messuages, Lands, Tenements and Hereditaments, with their Appurtenances, limited or intended to be limited, in Use to the said R. N. his Executors, Administrators and Assigns as aforesaid, for the said Term of 500 Years, in or by the said recited Indenture *Quinquartite*, to hold from thenceforth for and during all the Residue and Remainder of the said recited Term of 500 Years, then to come and unexpired, without Impeachment of Waste, subject to a Redemption on Payment of 2100*l*.

2100*l.* to the said *P.W.* his Executors, Administrators or Assigns at the Times therein mentioned, and long since past: **And whereas** by Indenture bearing Date on or about, *Et c.* and made or mentioned to be made between the said *R.H.* of the one Part, and the said *H.* Earl of *U.* and Sir *H.A.* of *W.* in the County of *O.* Bart. of the other Part, reciting that the said *R.H.* and *I.* his Wife had agreed to live separate and apart from each other, and that the said *R.H.* had undertaken and agreed to pay and allow the said *I.H.* for her separate Use, the yearly Sum of 300*l.* of, *Et c.* during their Joint Lives, over and above the said 200*l.* *per Annum*, secured for her by the said recited Indenture *Quinquartite*, and also reciting that it was necessary, and requisite to enable the said *I.* to live a-part from her Husband as aforesaid, that she should have sufficient and convenient Furniture and Household Goods, and further reciting, that the said *R.H.* was willing and desirous to retrench his own personal Expences, in order to make the best Provision he could for the Payment of his Debts out of the Rents and Profits of the Manors and Hereditaments therein after mentioned, only reserving thereout such competent Parts thereof, for the Support and Maintenance of himself and the said *I.* his Wife, as were therein after for that Purpose reserved and provided, in Pursuance of the said recited Agreement; and to answer the Ends and Purposes aforesaid, the said *R.H.* did Grant and Demise unto the said *H.* Earl of *U.* and Sir *H.A.* all and singular the Manors, *Et c.* comprized in the said recited Indenture *Quinquartite*, with their Appurtenances, to hold unto the *H.* Earl of *U.* and Sir *H.A.* their Executors, Administrators and Assigns, from, *Et c.* for and during the Term of 99 Years, if the said *R.H.* and *I.* his Wife, should both of them so long live, upon the Trusts therein and herein after mentioned, (that is to say) Upon Trust yearly and every Year, during the said Term of 99 Years determinable as aforesaid, by and out of the Rents and Profits of the said Manors and Premises, in the first Place, to pay as well the said yearly Sum of 300*l.* as the said yearly Sum of 200*l.* Quarterly, free of all Taxes and Deductions whatsoever, to such Persons, and for such Uses as the said *I.* should, notwithstanding her Coverture, direct or appoint; and for want of such Direction or Appointment, to her own proper Hands for her separate Use; and upon further Trust, in the next Place, to pay during the Continuance of the said Term, the yearly Sum of 500*l.* to the said *R.H.* and upon further Trust, to apply the Residue and Overplus of the Rents and Profits of the said Premises (over and above the respective yearly Sums aforesaid) for the Payment and Discharge of such Debts as were then due from, or owing by the said *R.H.* in such Manner, Order and Proportion, as to the said Trustees should seem meet; and reciting, that the said *R.H.* stood possessed of the Goods and Chattels mentioned in the Schedule or Inventory to the said last recited Indenture annex, the said *R.H.* in Consideration of 5*s.* did thereby Grant, Bargain and sell the said Goods and Chattels unto the said Sir *H.A.* in Trust for the sole and separate Use and Benefit of the said *I.* her Executors, Administrators and Assigns, and not to be liable to the Controul, Debts or Forfeitures of the said *R.H.* as by the said several recited Indentures, Relation being thereunto had, may more fully and at large appear: **And whereas** the said *R.H.* was by Letters Patent, bearing Date, *Et c.* constituted Treasurer of his Majesty's Royal Navy, and held and enjoyed that Office till the — Day of — *Et c.* and upon a State of the final Account of the said *R.H.* made up to — Day of —, it appeared that the said *R.H.* was indebted to the Crown, on the Ballance of his Account of Receipts and Payments, as Treasurer of the Navy aforesaid, the Sum of 73706*l.* 16*s.* 6*d.* $\frac{3}{4}$ but the said *R.H.* hath since that Time, by Money paid into the Exchequer, and by Estates and Effects conveyed and assigned for the Benefit of the Crown, reduced the said Ballance to the Sum of 48611*l.* 16*s.* 6*d.* $\frac{3}{4}$ in which he yet remains a Debtor to his Majesty: **And whereas** the said *R.H.* is unable to discharge the said Debt so remaining due to his Majesty, having but a small personal Estate, and no other real Estate, besides what he has already conveyed towards lessening his said Ballance, except the said Manors and Premises in the said County of *B.* comprized in the said Marriage Settlement, Part whereof is mortgaged for the said Sum of 2000*l.* and Interest, as aforesaid; and other Part thereof is subject to the Payment of the said yearly Sum of 200*l.* unto the said *I.* the Wife of the said *R.H.* for her separate Use as aforesaid, and other Part thereof is limited unto and for the Benefit of the said *I.* for her Jointure, and the whole subject thereto, to the Issue Male of the said *R.H.* by his said Wife, with Provisions thereout for the Daughters and younger Children of the said Marriage, in Manner as in the said Indenture of Settlement is mentioned; and in Case his Majesty should not extend his Clemency and Goodness to the said *R.H.* and his Family, but should make Use of the legal Power, which his Majesty might justly exercise over the said Estate, for Recovery of the said Debt, the said *R.H.*'s Family (which is very Antient) would be intirely ruined: **And whereas** the said *R.H.* and *I.* his Wife, are willing and desirous, in lieu of the contingent Interest which the Crown hath in the said *R.H.*'s real Estate, for Satisfaction of the said whole Debt, to make some certain Provision for the speedy Payment of Part thereof; and in order thereto, they, as also the said *R.E.* the surviving Trustee for preserving the contingent Remainders in the said Settlement, are willing and desirous, that the whole real Estate aforesaid (except such Part thereof, as by the said Settlement is limited to the said *I.* for her Life for her Jointure) should

Indenture of Separation of *R.H.* and *I.* his Wife.

Her Allowance *per Ann.*

R.H.'s Debts.

Grant,

for 99 Years, if, *Et c.* Upon Trust, *Et c.*

R.H. Treasurer of the Navy by Letters Patent.

Debtor to the Crown in 48611*l.* 16*s.* 6*d.* $\frac{3}{4}$.

Unable to pay, *Et c.*

R.H. and *I.* his Wife, willing that the whole Estate aforesaid, (except *I.*'s Jointure) should be vested in Trustees to be sold.

should be vested in Trustees, discharged of the Uses, Trusts, Estates and Powers thereof limited by the said Settlement, in order to be sold towards Payment of the Debt remaining due to the Crown as aforesaid, after Satisfaction of such Debts and Incumbrances, as the same are subject to, prior to the Title of the Crown, in Respect of the said Debt so remaining due to the Crown as aforesaid; and the said *R. H.* in order to make a Provision for the separate Use of the said *I. H.* and to preserve the Residue of the said Estate in his Family, is also desirous, that in Default of Issue Male of his own Body, and subject to such Provisions as herein after are mentioned, for the younger Children and Daughters of the said *R. H.* by the said *I.* which hereafter may be born, the same should be settled upon *J. H.* Esq; (younger Brother of the said *R. H.*) and his Issue Male, in Manner herein after mentioned; but the said *R. H.* being only Tenant for Life of the said Manors and Premises, subject to such Estates, and with such Remainders over as aforesaid, such Settlement or any certain Provision for the said Debt due to the Crown, cannot be made without the Assistance of an Act of Parliament; **Wherefore** your Majesty's most dutiful and obedient Subjects, the said *R. H.* and *I.* his Wife, *R. E.* and *J. H.* have most humbly besought your Majesty, That it may be Enacted, **And be it Enacted** by, &c. That from and after, &c. the several Messuages, &c. and Premises herein before mentioned to be limited by the said Indenture *Quinquartite*, to the said *I. H.* for her Life for her Jointure, shall be, and the same are hereby vested in and settled upon (*the Trustees*) and their Heirs, freed and discharged of and from all and every the Uses, Trusts, Estates, Limitations, Powers, Provisoos and Agreements, in or by the said recited Indenture *Quinquartite*, and last recited Indenture, or either of them thereof declared, limited or expressed; and the said (*Trustees*) and their Heirs, shall stand and be seised of the same Premises, **To the several Uses**, Intents and Purposes, upon the Trusts, and under and **subject** to the several Provisoos and Limitations herein after mentioned, expressed and declared of and concerning the same; that is to say, **To the Use** of the said *R. E.* and *I. E.* of, &c. their Executors, Administrators and Assigns, for and during, and unto the full End and Term of 99 Years, to commence and be computed from the said — Day of —, &c. **Upon the Trusts**, and to the Intents and Purposes, and under the Provisoos herein after mentioned and declared of and concerning the same; that is to say, That they the said *R. E.* and *I. E.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and may, by and out of the Rents, Issues and Profits of the said Messuages, Lands, Tenements, Hereditaments and Premises so limited to them for 99 Years, yearly and every Year, during the joint Lives of the said *R. H.* and *I.* his Wife, raise, levy, pay and dispose of the yearly Sum of 500*l.* of, &c. free and clear of and from all Taxes, Charges and Deductions whatsoever, to such Person and Persons, and for such Uses, Intents and Purposes, as the said *I. H.* alone, and without the said *R. H.* her Husband, notwithstanding her Coverture, by any Writing or Writings under her Hand, shall from Time to Time direct or appoint; and for want of such Direction or Appointment, to her own proper Hands, to the Intent the said yearly Sum of 500*l.* may be applied to and for the sole, peculiar and separate Use and Benefit of the said *I. H.* and may not be subject to the Controul, Debts, Engagements or Intermeddling of the said *R. H.* her Husband; the said yearly Sum of 500*l.* to be levied and paid quarterly, at, &c. the first Payment, &c. and the Receipt or Receipts of the said *I. H.* alone, under her Hand, or of such Person or Persons as she shall so appoint to receive the same as aforesaid, shall notwithstanding her Coverture, from Time to Time, be a sufficient Discharge unto the said *R. E.* and *J. E.* or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, for so much as shall therein be acknowledged or expressed to be paid; **And also upon Trust** to permit the Residue of the said Rents, Issues and Profits of the Premises so limited to them for the said Term of 99 Years, over and above the said 500*l. per Annum*, and the Costs and Charges of the said Trustees, on Account thereof, to be received by the said *R. H.* during the joint Lives of him and the said *I.* his Wife. **Provided always, and it is hereby Declared and Enacted**, That when all the Trusts of the said Term of 99 Years shall be fully executed and performed, and all Arrears to grow due of the said annual Sum of 500*l.* shall be paid and satisfied, and the Costs and Charges of the Trustees relating thereunto, shall be raised and discharged, then and from thenceforth, the same Term of 99 Years shall cease, determine and become void: **And it is hereby Declared and Enacted**, That the said yearly Sum of 500*l.* shall be in lieu and Satisfaction of the said yearly Sums of 200*l.* and 300*l.* provided for the separate Use of the said *I. H.* by the said recited Indentures aforesaid; **And as to, for and concerning** the said Messuages, Lands, Tenements, Hereditaments, and Premises herein before limited in Use to the said *R.* and *I. E.* their Executors, Administrators and Assigns, for the said Term of 99 Years, from and after the Expiration or other sooner Determination thereof, and subject in the mean Time thereunto, **To the Use** and Behoof of the said *R. H.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste (other than and except voluntary Waste in pulling down Houses, unless for the Rebuilding the same;) and from and after the Determination of that Estate, **To the Use** and Behoof of the said Sir *J. T.* and *W. P.* and

And *R. H.* in
Order to make
a separate
Provision for
his Wife, and
to preserve the
Residue of the
said Estate in
his Family, is
desirous it
should be set-
tled on *J. H.*
his Brother.
R. H. only
Tenant for
Life.
By this Act
all the Pre-
mises are vest-
ed in Trustees
to stand seised
upon the
Trust, &c.
for 99 Years,

to raise and
pay 500*l. per*
Ann. during
joint Lives to
the Wife's se-
parate Use,
&c.

Her Receipts
to be good,

the Residue for
the Husband.

Charges of the
Trustees, how
raised.

The 500*l.*
per Ann. to be
in full Satis-
faction.

The Use of
the 99 Years.

and their Heirs during the Life of the said *R. H.* **In Trust** to preserve the contingent Remainders thereof herein after limited, from being defeated or destroyed; and for that Purpose to make Entries, and bring Actions as Occasion shall be or require: **Yet nevertheless** to permit and suffer the said *R. H.* and his Assigns, to receive and take the Rents, Issues and Profits thereof, during his Life; and immediately from and after the Decease of the said *R. H.* **To the Use** and Behoof of the said *I. H.* and her Assigns, for and during her natural Life, for her Jointure; **And in Confirmation** of her said Jointure limited to her of the same Premises by the said Indenture *Quinquartite* of Release as aforesaid; and in full Recompence, Satisfaction, and Bar of all Dower, Title of Dower, and Thirds at the Common Law, which she the said *I. H.* can, or at any Time hereafter may have or claim out of any the Manors, Lands, Tenements or Hereditaments whereof the said *R. H.* now is, or at any Time hereafter during the Coverture between him and the said *I.* his Wife, shall or may be seised of any Estate of Inheritance; and immediately from and after the Decease of the Survivor of them the said *R. H.* and *I.* his Wife, **To the Use** and Behoof of Sir *I. H.* and *I. L.* their Executors, Administrators and Assigns, for and during and unto the full End and Term of 1200 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of, or for any Manner of Waste, upon the Trusts, and to and for the Intents and Purposes, and subject to the Provisoos herein after limited and declared of and concerning the same Term; and from and after the End, Expiration or other sooner Determination of the same Term, **To the Use** and Behoof of the first Son of the said *R. H.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second Son of the said *R. H.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of such second Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the Third, &c. Sons of the said *R. H.* lawfully begotten, &c. and for Default of such Issue, to the Use and Behoof of the said *J. H.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, (other than except voluntary Waste in pulling down Houses, unless for the Rebuilding the same) and from and after the Determination of that Estate, **To the Use** and Behoof of the said Sir *J. H.* and *W. P.* and their Heirs, during the Life of the said *J. H.* in Trust to preserve the contingent Remainders thereof herein after limited, from being defeated or destroyed; and for that Purpose to make Entries, and bring Actions as Occasion shall be or require; **Yet nevertheless** to permit and suffer the said *J. H.* and his Assigns to receive and take the Rents, Issues and Profits thereof during his Life; and immediately from and after the Decease of the said *J. H.* to the Use and Behoof of the first Son of the said *J. H.* lawfully, &c. and the Heirs, &c. and for Default of such Issue, **To the Use** and Behoof of the second, &c. Sons of the said *J. H.* lawfully, &c. and for Default of such Issue, to the Use and Behoof of the right Heirs of the said *R. H.* (Party to the said Indenture *Quinquartite*) for ever: **And be it further Enacted and Declared** by the Authority aforesaid, that the said Messuages, Lands, Tenements, Hereditaments and Premises herein before limited in Use to the said Sir *J. H.* and *J. C.* for the said Term of 1200 Years, are so limited to them upon the Trusts, and to the Intents and Purposes, and subject to the Provisoos herein after mentioned, expressed and declared, of and concerning the same; that is to say, That in Case there shall be no Issue Male of the Body of the said *R. H.* begotten on the Body of the said *I.* his Wife, living at the Time of his Decease, or born after his Decease, or if the Issue Male between them shall all happen to die without Issue Male, before he or they, or any of them shall attain to the Age of 21 Years, and that there shall be Issue between the said *R. H.* and the said *I.* his Wife, one or more Daughter or Daughters, living at the Decease of the said *R. H.* or born after his Decease, that then such Daughter and Daughters shall have the Sum of 5000*l.* for her or their Portion or Portions, equally to be divided amongst them, if more than one; the said Portion or Portions to be raised by the said Sir *J. H.* and *J. C.* their Executors, Administrators and Assigns, after the Decease of the Survivor of them the said *R. H.* and *I.* his Wife, out of the Rents and Profits of the said Premises, so limited to them for the said 1200 Years as aforesaid, or by Lease or Leases, Mortgage or Mortgages, Sale or Sales to be made thereof, or of any Part or Parcel, Parts or Parcels thereof, and to be due and payable to the said Daughter or Daughters respectively, at her or their several and respective Ages of 18 Years, or Days of Marriage, which shall first happen (such Marriage being with the Consent of the said *R. H.* and the said *I.* his Wife, or the Survivor of them, if they or either of them be then living, and not otherwise;) and if such Ages of 18 Years or Days of Marriage, shall happen in the Life-time of the said *R. H.* and *I.* his Wife, or the Survivor of them, then the same Portions of such Daughters so attaining the Ages of 18 Years, or Days of Marriage in the Life-time of the said *R. H.* and *I.* his Wife, or the Survivor of them, to be payable within one Kalendar Month next after the Decease of such Survivor; and if any or either of the said Daughters (in Case there should be more than one) shall die before her or their Portions respectively shall become payable; that then the Portion or Portions of her or them so dying, shall survive

Declaration of
the 1200
Years Term
for raising
and paying
Daughters
and younger
Sons Portions.
Daughters.

Sons and
Daughters.

survive to, and become due and payable to the Survivors or Survivor of them, at such Age or Marriage as aforesaid, and not before or otherwise; but in Case the said *R. H.* shall in his Lifetime prefer any or either of such Daughters in Marriage with any Person, that then such Portion or Portions shall be taken as Part of the said 5000*l.* in Case the said *R. H.* shall so declare the same, to be by any Writing under his Hand and Seal and not otherwise; and upon this further Trust, that in the mean Time, and until such Portion or Portions shall be payable, the said Daughter and Daughters shall be allowed out of the Rents and Profits of the Premises as followeth; that is to say, In Case there shall be but one such Daughter, the yearly Sum of — until the Age of 12 Years, and after that Age the yearly Sum of — until her Portion shall become payable, without any Abatement for Taxes for her Maintenance; and if there shall be two such Daughters, then the yearly Sum of — a-piece, until their several Ages of 12 Years, and after those several Ages, the yearly Sum of — a-piece, until their several Portions shall become payable for their Maintenance, without Abatement for Taxes as aforesaid; and if there shall be three or more such Daughters, then the yearly Sum of — a-piece, until their several Ages of 12 Years, and after those several Ages, then the whole Interest of the said — to be divided amongst them for their Maintenance, without Abatement for Taxes as aforesaid; such several yearly Sums to be paid by quarterly Payments, from the Decease of the Survivor of them the said *R. H.* and *I.* his Wife; and upon further Trust in the mean Time, and until the said Portions shall be payable, to permit and suffer such Person and Persons to whom the next immediate Reversion or Remainder of the Premises expectant upon the said Term of 1200 Years, shall for the Time being appertain, to receive the Rents and Profits thereof over and above the said Maintenance: **And it is hereby further Enacted and Declared,** That the said Estate and Term of 1200 Years is upon this further Trust, that in Case there shall be Issue Male of the Body of the said *R. H.* begotten on the Body of the said *I.* his Wife, living at the Time of the Decease of the Survivor of them the said *R. H.* and *I.* his Wife, and there shall be also one or more younger Son or Sons, and one or more Daughter or Daughters, or there shall be one or more such younger Son or Sons, and no Daughter or Daughters; or there shall be one or more such Daughter or Daughters, and no such younger Son or Sons, by him begotten on the Body of the said *I.* his Wife, at the Time of the Death of the Survivor of them the said *R. H.* and *I.* his Wife; that then they the said *R. E.* and *I. E.* and the Survivor of them, his Executors, Administrators and Assigns, shall and may out of the Rents, Issues, and Profits of the Premises so limited in Use to them for the said Term of 1200 Years, or by Leasing, Mortgaging, or selling thereof, or of any Part or Parcel thereof, as they in their Discretion shall think fit, raise and pay, for the Maintenance and Portions of such younger Sons and Daughters, such Sum and Sums of Money as the said *R. H.* shall, by any Writing under his Hand and Seal in that Behalf, direct or appoint; so as such Portions in the whole do not exceed the Sum of — and so as such Maintenances do not exceed in the whole the yearly Sum of — and in Default of such Direction or Appointment, that then they the said *R. E.* and *I. E.* and the Survivor of them, his Executors, Administrators and Assigns, shall and may, by all or any of the Ways and Means aforesaid, raise and pay such Sum and Sums of Money for the Portion or Portions of such younger Son or Sons, Daughter or Daughters as aforesaid, as followeth, (that is to say) In Case there shall be one such younger Son only, and no Daughter, or one such Daughter only, and no younger Son, the Sum of — *l.* for such only younger Son, and — *l.* for such only Daughter, for his or her Portion; and if there shall be two such younger Sons, or two such Daughters, or one such younger Son, and one such Daughter, and no more, the Sum of — *l.* a-piece for such younger Sons, and — *l.* a-piece for such Daughters for their Portions; and if there shall be three such younger Sons or more, or three such Daughters or more, or three or more younger Sons and Daughters, then the Sum of — *l.* a-piece so as the whole do not exceed the Sum of — *l.* and if there shall be more than five younger Children, either Sons or Daughters, or Sons and Daughters, that then the Sum of — *l.* shall be raised and equally divided amongst them for their Portions; the same Portions to be paid to such younger Son and Sons respectively, when he or they respectively shall attain or come unto his or their Age or Ages of 21 Years, and in the mean Time to raise and pay to and for such younger Son or Sons for his and their Maintenance, the Interest of his or their Portion or Portions at the Rate of — *per Cent. per Ann.* and to be paid to such Daughter or Daughters, when she or they respectively shall attain or come unto her or their Age or Ages of 18 Years, or be married, which shall first happen; and in the mean while, to raise and pay to such Daughter and Daughters the Interest of her or their Portion, at the Rate of — *per Cent. per Annum* as aforesaid, for her or their Maintenance; and after the said Portions and Maintenances shall be raised and paid, or in case the said *R. H.* shall not have any Issue Female, or any younger Sons by him begotten on the Body of the said *I.* his Wife, or if the Issue Female and younger Sons between them shall happen to die before any of their said Portions shall become payable as aforesaid; and that the said Trustees, their Executors, Administrators and Assigns, shall have been

been satisfied and paid out of the Rents and Profits of the Premises (which they are to be, and shall be satisfied in the first Place) such Monies and Damages as they or any of them shall have sustained or expended in or concerning the Trusts aforesaid, or the Execution thereof; that then the said Estate and Term of 1200 Years in the Premises, or so much thereof as shall remain unfold or undisposed of for the Purposes aforesaid, shall go along with and attend upon the Reversion, Remainder and Inheritance of the Premises immediately expectant upon the same Term, according to the Uses and Estates thereof herein before limited. **Provided** Expences concerning the Trusts. **Not to mortgage or sell till Portions payable.** **always,** That no Lease, Mortgage or Sale, shall be made of the said Term of 1200 Years, or any Part thereof, for the raising the said Portions, or either of them, until some one of the said Portions shall become payable; any Thing herein contained to the contrary thereof notwithstanding. **Provided also,** That if the Person or Persons to whom the next immediate Freehold or Inheritance of the Premises expectant upon the said Term of 1200 Years, according to the Uses and Estates thereof herein before limited shall belong or appertain, shall satisfy and pay to the said Daughter or Daughters younger Son or Sons, all and every the respective Portions, Maintenances and Sums of Money herein before limited to be charged or intended to be charged or raised for the said Daughter or Daughters, younger Son or Sons respectively, according to the Intent of this Act, that then and from thenceforth, the said Term of 1200 Years shall attend the Freehold and Inheritance of the same Premises, or to be surrendered, at the Election of the Party so paying the same Portions. **Provided always, and it is hereby Declared and Enacted,** That it shall and may be lawful to and for the said *R. H.* in case he shall survive the said *I.* his Wife, and also to and for the said *J. H.* after he shall be in the actual Possession of the same Messuages, Lands, Tenements, Hereditaments and Premises, by Virtue of this Act, by any Deed or Deeds, Writing or Writings, to be by them respectively sealed and delivered in the Presence of two or more credible Witnesses, to assign, limit or appoint to, or to the Use of any Woman or Women they respectively shall marry or take to Wife; and that either before or after the Marriage with such Woman or Women respectively, for and during the Term of the natural Life or Lives of such Woman or Women respectively, for or in Lieu, Name or Stead of her or their Jointure or Jointures, and in full of her or their Dower or Dowers, or for Part of her or their Jointure or Jointures, or better Means of Livelihood, any of the Messuages, Lands, Tenements, Hereditaments and Premises hereby limited, in Use to the said *R. H.* for his Life as aforesaid, not exceeding the then yearly Value of 500 *l.* so to be limited to any one such Woman in the clear yearly Value thereof, over and above all Charges and Reprises (Taxes only excepted) and to commence and take Effect, as in such Deed or Deeds, Writing or Writings, shall be limited or appointed. **Provided further, and it is hereby Declared and Enacted,** That it shall and may be lawful to and for the said *R. H.* and also to and for the said *I.* his Wife, and *J. H.* respectively and successively, when and as they shall respectively be in Possession of the Premises hereby limited in Use to the said *R. H.* by Virtue of this Act, by any Deed or Deeds indented, under their respective Hands and Seals, to demise, lease or grant all and every or any the same Messuages, Lands, Tenements and Hereditaments, whereof they shall then be in actual Possession as aforesaid, to any Person or Persons for any Term or Number of Years not exceeding 21 Years, so as there be reserved upon every such Demise, Lease or Grant, so much yearly Rent as now is reserved for the same, or as much as can really and *bona fide* be got for the same, without taking any Fine, Premium or Foregift; and so as in every such Lease or Leases so to be made as aforesaid, there be contained a Condition of Re-entry for Non-payment of the Rent or Rents thereby to be reserved; and so as the respective Lessees to whom such Leases shall be made, seal and execute Counterparts thereof; and so as no Clause be therein contained, giving Power to any such Lessee to commit Waste, or exempting him, her or them from Punishment for committing the same: **And be it further Enacted** by the Authority aforesaid, That Premises vested in Trustees. **from and after the said — Day of, &c.** all and singular the Manors, Messuages, Rectories, Advowsons, Lands, Tenements and Hereditaments, in and by the said recited Indenture *Quinquartite*, settled or conveyed (except the Premises herein before vested in the said *W. P.* and *J. G.* and their Heirs, to the Uses aforesaid) shall be and are hereby vested and settled in and upon (*Trustees*) their Heirs and Assigns, freed and discharged of and from all and every the Uses, Trusts, Estates, Limitations, Powers, Provisoes and Agreements, in or by the said recited Indenture *Quinquartite*, and the said last recited Indenture, or either of them, thereof declared, limited or expressed (other than the said Term of 500 Years, by the said recited Indenture *Quinquartite* limited in Use to the said *R. N.* so redeemable as aforesaid) and the said (*Trustees*) their Heirs and Assigns, shall stand seised of the same Premises (subject to the said Term of 500 Years, so redeemable as aforesaid) upon the Trusts herein after mentioned and declared, (that is to say) upon Trust that they they said (*Trustees*) and the Survivor of them, and the Heirs and Assigns of such Survivor, shall and do with all convenient Speed sell and dispose of the said Manors, Messuages, Rectories, Advowsons, Lands, Tenements, Hereditaments

To be sold to
pay the said
Debt to the
Crown.

Clause in Fa-
vour of Pur-
chasors.

R. H's Per-
sonal Estate to
be sold to-
wards Pay-
ment of said
Debt to the
Crown.

Inventory
thereof to be
given on
Oath.

taments and Premises, so vested in them as aforesaid, either intirely or by Parcels, to any Person or Persons, who shall be willing to purchase the same, for the most Money, or the best Price or Prices, which can be reasonably had or gotten for the same; and shall and do pay and dispose of the Money which shall be raised by such Sale or Sales, and the Rents, Issues and Profits of the same Premises, until such Sale or Sales, in Manner following, (that is to say) in the first Place, in Satisfaction and Discharge of all such Debts which affect the Premises hereby directed to be sold as aforesaid, prior to the Title of the Crown, in respect of the Debt remaining due to the Crown as aforesaid; and in the next Place, to pay to the said R. E. and J. E. or the Survivor of them, his Executors or Administrators, for the separate Use of the said I. H. the Sum of ———— l. the same being computed and by her accepted as a Satisfaction and Recompence for the contingent Interest, which would arise to her in case she survived her said Husband, by Virtue of the said Term of 99 Years, by the said recited Indenture *Quinqu-partite* created, for making up her Jointure Lands 1100 l. *per Annum* as aforesaid; and after Payment thereof, then upon Trust that they the said (Trustees) and the Survivor of them, and the Heirs of such Survivor, do and shall pay the Surplus of the Rents and Profits aforesaid, and of the Money to be raised by such Sale or Sales, into the Receipt of his Majesty's Exchequer, towards Satisfaction of the said Debt remaining due from the said R. H. to the Crown as aforesaid: **And be it further Enacted** by the Authority aforesaid, That all and every Person and Persons, his and their Heirs and Assigns, to whom the (Trustees) or the Survivor of them, or the Heirs of such Survivor, shall by Virtue and in Pursuance of this Act, make any Sale or Conveyance of all or any Part of the said Manor, Messuages, Rectories, Advowsons, Lands, Tenements, Hereditaments and Premises, hereby vested in them the said Trustees, shall upon Payment of the Purchase-Money to the same Trustees or the Survivor of them, or the Heirs of such Survivor, have, hold and enjoy the same Manors, Messuages, Rectories, Advowsons, Lands, Tenements and Hereditaments, or such Part or Parts thereof, as shall be purchased by such Person or Persons respectively, with the Appurtenances, freed and discharged of and from all Claim, Right, Title or Interest, of all or any the Persons claiming, or that shall or may claim by Virtue of the said recited Indenture *Quinqu-partite*, and last recited Indenture or either of them, or of any Limitations therein (except the Person or Persons claiming by Virtue of, or under the said Term of 500 Years, created by the said Indenture *Quinqu-partite*) and that the Receipt or Receipts of the same Trustees, or of the Survivor of them, or the Heirs of such Survivor, under his or their Hands, shall from Time to Time be a sufficient Discharge to the Purchaser or Purchasers of the same Premises or any Part thereof, his or their Heirs, Executors, Administrators and Assigns, for so much of the said Purchase-Money for which such Receipt or Receipts shall be given; and from and after such Receipt or Receipts, such Purchaser or Purchasers shall be and are hereby acquitted and discharged of and from the same; and they and any of them, after such Receipt or Receipts, shall not be answerable for any Losses or Damages which shall happen to or be chargeable upon the said Trustees, or the Survivor of them, or the Heirs of such Survivor, for or on Account of any Misapplication of the said Purchase-Money, or any Part thereof. **Provided also, &c.** [*Trustees not to be accountable for each other, &c.*] **Provided also, &c.** [*Their Expences to be deducted, &c.* *See the Acts before:*] **And be it further Enacted** by the Authority aforesaid, That all the Goods, Chattels, Money, Debts, Securities for Money and other personal Estate, which the said R. H. or any Person or Persons in Trust for him, was or were on the ——— Day of ——— possessed of, interested in or intitled unto (other than and except the necessary Wearing Apparel of the said R. H. and I. his Wife, and the several Goods and Chattels in the Schedule or Inventory to the last herein before recited Indenture annexed mentioned and specified; and the necessary Household Goods, Household Stuff and Furniture of the said R. H.) shall be and the same are hereby vested in the said (Trustees) their Executors and Administrators, upon Trust, and to the Intent that the same may be sold and disposed of, and that the Money arising thereby may be paid into the Receipt of his Majesty's Exchequer, towards discharging of the said Debt due from the said R. H. to the Crown as aforesaid; **And** in order to a full Discovery of the Personal Estate of the said R. H. (except as aforesaid) **Be it further Enacted** by the Authority aforesaid, That the said R. H. shall, before the ——— Day of ——— deliver in upon Oath before the Lord Chief Baron, or one other of the Barons of the Court of Exchequer for the Time being (which Oath the said Lord Chief Baron and Barons are hereby respectively impowered to administer) two several true and exact Particulars and Inventories (both of the same Import and Tenor) of all and singular the Goods, Chattels, Debts and Personal Estate (except as aforesaid) which he was possessed of or intitled to in his own Right, and which any other Person or Persons was or were possessed of in Trust for him, or for his Use and Benefit, upon ——— and how and in what Manner, and to whom and when, and for what he hath disposed of the same, or any Part thereof, since that Time; one of which said Inventories the said Chief Baron, or other of the said Barons, who shall receive the same, shall deliver over to the said

faid ——— or the Survivor of them, or the Executors or Administrators of the faid Survivor; and if the faid *R. H.* shall neglect or refuse to deliver Inventories upon Oath as aforesaid, then he (in respect of himself only) shall have no Benefit or Advantage by this Act; but in Case he shall deliver in Inventories upon Oath as aforesaid, then and from thenceforth he the faid *R. H.* his Heirs, Executors and Administrators, shall be fully acquitted and discharged of and from the faid Debt remaining due from him to the Crown, as fully and absolutely as if the faid Debt had been fully paid; any Law, Statute, Usage or other Thing to the contrary thereof notwithstanding: **Save only**, That in Case the faid *I. H.* or her faid Trustees, or any of them, shall be molested or disturbed in raising, receiving or paying the faid yearly Sum of 500 *l.* hereby provided for her separate Use as aforesaid, or any Part thereof, by any Creditor or Creditors of, or any other Person or Persons claiming under the faid *R. H.* by Virtue of any Title or Incumbrance subsequent to the Title which the Crown hath, by Reason of the faid Debt so remaining due to the Crown as aforesaid, *Then* it shall and may be lawful to and for the faid Trustees for the faid *I. H.* to make Use of such Remedy or Remedies as the Crown might have had for Recovery of so much of the faid Debt as shall remain unsatisfied by the Money to be raised in Pursuance of this Act, in Order only to protect the Premises hereby charged with the faid 500 *l. per Annum* from any such Molestation or Disturbance as aforesaid, and shall stand in the Place of the Crown, so far only as to indemnify the faid *I. H.* and her Trustees, and the Premises hereby charged with the faid 500 *l. per Annum*, from any such Molestation or Disturbance as aforesaid. **Provided always**, That nothing in this Act contained shall defeat or prejudice the faid Term of 500 Years, by the faid recited Settlement limited to the faid *R. N.* so redeemable as aforesaid: **Saving** to the faid *R. N.* his Executors, Administrators and Assigns (for and in respect only of the same Term of 500 Years so redeemable as aforesaid) and to all and every other Person, &c. their respective Heirs, Successors, Executors and Administrators (other than the King's most Excellent Majesty, his Heirs and Successors, for and in respect of his and their Interest in the Premises, by Reason of the faid Debt due to the Crown; and other than and except the *R. H.* and *I.* his Wife, and the first and other Sons of the faid *R. H.* on the Body of the faid *I.* his Wife begotten or to be begotten, and the Heirs Male of their several and respective Bodies, and the Daughters of the faid *R. H.* on the faid *I.* his Wife begotten or to be begotten, and the Heirs of the faid *R. H.* and other than and except the Trustees for preserving the contingent Remainders in the faid Indenture *Quinquartite* limited, and their Heirs, and the Trustees of the several Terms of 99 Years, and 1000 Years, created by the same Indenture, and the Trustees of the faid Term of 99 Years, created by the last recited Indenture; and all and every Person and Persons claiming or to claim, by Virtue of the faid several Terms, or of any of the Trusts thereof) all such Right, &c.

Remedy for the Wife's Trustees if molested.

R. N.'s Term of 500 Years not to be defeated. Saving, &c.

An Act for settling the Estates of R. late Earl R. deceased, pursuant to an Agreement made between F. Earl of S. and B. Countess of S. his Wife; J. B. Earl of B. in the Kingdom of Ireland, and Lady P. B. his Daughter; and J. now Earl R. subject to the Payment of the Debts and Legacies of the said late Earl R. remaining unpaid, and for other Purposes in the said Act mentioned.

*This Agreement is to end Suits and Controversies.

Whereas by Indentures of Lease and Release, &c. made between the Right Honourable *R.* late Earl *R.* deceased, by the Name of, &c. and *R. S.* Lord *D.* and Baron of *C.* of the one Part, and the most Noble *C.* late Duke of *S.* deceased, and the Right Honourable *R.* Earl of *O.* and Earl *M.* of the other Part, **All** those, &c. in the County of *C.* with their and every of their Rights, &c. **And all** those Manors, &c. in the County of *E.* with their, &c. **And also** that Manor, &c. in the County of *X.* with its Rights, &c. **And** all those, &c. in the County of *L.* with their, &c. and all and every other the Manors, &c. whatsoever, whereof or wherein the faid *R.* Earl *R.* had any Estate or Freehold or Inheritance in Possession, Reversion, Remainder, or otherwise situate, lying and being, arising or renewing, or to be had, received or taken, as well in the several Parishes, Towns, Villages or Hamlets of, &c. or elsewhere in the faid County of *C.* and in the several Parishes, Towns, Villages or Hamlets of, &c. or elsewhere in the faid County of *E.* and in the Parish, Village or Hamlet of ——— or elsewhere in the faid County of *X.* **And also** in the several Parishes, Villages and Townships or Hamlets of, &c. or elsewhere in the faid County of *L.* and the Reversion and Reversions, Remainder and Remainders of all and singular the faid Manors and other Hereditaments therein before mentioned or intended to be thereby released; and all the Estate, &c. of him the faid *R.* Earl *R.* in Law or Equity, of, in and to the same, and every Part and Parcel thereof, with their and every of their Appurtenances, **were** conveyed and assured

Recital of Lands, &c.

Conveyed in unto Trust to pay Debts.

PART II.

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unto the said C. Duke of S. and R. Earl of O. and Earl M. and their Heirs, **To the Use** of the said R. Earl R. and the Heirs Male of his Body lawfully issuing; and for Default of such Issue, **To the Use** of the said C. Duke of S. and R. Earl M. and their Heirs in **Trust**, and to the Intent that they and the Survivor of them and his Heirs, should and might by and out of the Rents, Issues and Profits of the said Manors, Lordships, and other the Premises, or by Leasing, Mortgaging or Selling the same or some Part thereof, or by all or any of the Ways or Means aforesaid, or by any other Ways or Means as they should think fit, in the first Place pay and discharge all and every the Debts of the said R. Earl R. of what Kind or Nature soever the same should be; and all Sum and Sums of Money as the said R. Earl R. by any Deed or Writing by him signed or sealed before two or more Witnesses, or by his last Will and Testament in Writing, to be by him published in the Presence of two or more credible Witnesses, or by any Codicil or Codicils written with his own Hand, should direct and appoint to be paid to any Person or Persons whatsoever; and after the said Trusts performed and subject thereunto, **Upon this further Trust**, That they the said C. Duke of S. and R. Earl of O. and Earl M. and the Survivor, &c. should from Time to Time, and at all Times thereafter, for and during the natural Life of J. S. Esq; (now Earl R.) or until he the said J. S. should conform or be capable to take, as therein after is mentioned, pay the Rents and Profits of the said Manors, Lordships and Premises, unto such Person or Persons, Ends, Intents and Purposes, and in such Manner as the said R. Earl R. by any Writing or Writings under his Hand and Seal, testified by two or more credible Witnesses, should from Time to Time, direct, limit or appoint; **And** also should convey and settle the said Manors and other the Premises, or so much thereof as should not be sold or disposed of for the Purposes aforesaid, from and after the Decease of the said J. S. (now Earl R.) to and upon, or to the Use of the first and every other Son and Sons of the Body of the said J. S. (now Earl R.) lawfully begotten or to be begotten in Tail Male successively; Remainder to all and every the Daughter and Daughters of the Body of the said J. S. (now Earl R.) lawfully to be begotten, and the Heirs of the Body and Bodies of such Daughter and Daughters issuing; Remainder to Miss B. S. (now Countess of S.) for Life; Remainder to Trustees and their Heirs during her Life, **In Trust** to preserve contingent Uses and Estates; Remainder to the first and every other Son and Sons of the said B. (now Countess of S.) in Tail Male successively; Remainder to all and every the Daughter and Daughters of the said B. now Countess of S. lawfully to be begotten, and the Heirs of the Body and Bodies of such Daughter and Daughters; and in Default of such Issue, to such Person and Persons, and for such Estate and Estates, as the said R. Earl R. by any his Deed or Deeds in Writing, to be by him sealed and delivered in the Presence of two or more Witnesses, should direct, limit or appoint; and from and after the Determination of such Estate and Estates so to be appointed, or in Default of such Limitation, to, or upon, or to the Use of the right Heirs of the said R. Earl R. for ever. **In which** said recited Indenture of Release is contained a Proviso, that if the said J. S. now Earl R. should in the Life-time of the said R. Earl R. or at any Time after his Death, conform to the Church of *England* as by Law established, in such Manner as by the Law touching Popish Recusants or Papists, then in Force within this Realm, should be required or directed; or if the said J. now Earl R. at the Time of the Decease of the said Earl R. or at any Time after, should not, by the Laws or Statutes touching Popish Recusants or Papists then in Force within this Realm, be disabled and made incapable to purchase or take such Lands and Hereditaments; then, and in either of the said Cases, and not otherwise, the said C. Duke of S. and R. Earl of O. and Earl M. or the Survivor of them and his Heirs, (after Failure of such Issue Male of the Body of the said late Earl R. and Performance of the said Trusts, for raising Money to pay his Debts, and such Sums of Money as he should appoint as aforesaid, and subject to the Trusts last mentioned) should convey and settle the said Manors, Lands and Premises thereby released, or so much thereof as should not be sold or disposed of for the Purposes aforesaid, to or upon, or to the Use of the said J. S. or his Assigns, for the Term of his natural Life without Impeachment of Waste, to take Effect from and immediately after the Death of the said Earl R. in case the said J. now Earl R. should then have conformed, or be capable to purchase or take as aforesaid, or else so soon after as he should so conform or be capable; with Remainder after the Determination of that Estate to Trustees and their Heirs during the Life of the said Earl J. in Trust to preserve the contingent Remainders; and that in such Case the Trusts therein limited and declared to or for the Benefit of the said C. Duke of S. and R. Earl of O. and Earl M. their Executors and Assigns, concerning the Rents, Issues and Profits aforesaid, should from thenceforth cease and determine: And also in the said Indenture of Release is contained a Power for the said C. Duke of S. and R. Earl of O. and Earl M. and the Survivor of them, for the better Encouragement to take upon them the said Trust, to deduct and be reimbursed all their Charges and Expences relating thereto; and also for them to retain and receive for him and themselves till the Death, Conformity or Capacity of the said J. Earl R.

Proviso in
Case of the
now Earl R.'s
Disability to
purchase or
take such
Lands.

R. to take, as aforesaid, the yearly Sum of 200*l.* And also a Power for the said *J.* now Earl *R.* in Case he should conform, as therein is mentioned, and be in Possession of the Premises; and for the said Trustees, in Case he should not conform, to limit, settle and assure such Part or Parts of the said Manors, &c. as and for a Jointure for any Woman or Women that he the said *J.* Earl *R.* should happen to marry, and for making Provision for the Portions and Maintenances of the Daughters and younger Sons of the said Marriage; and for him the said Earl *J.* to make Leases of the same Premises when he should be in Possession thereof, in such Manner as in the said Indenture of Release is mentioned; And also a Power or Proviso for him the said *R.* Earl *R.* at any Time or Times then after, by any his Deed or Deeds in Writing, to be by him sealed and delivered in the Presence of two or more Witnesses, or by his last Will and Testament in Writing, to be published in the Presence of three or more Witnesses, to revoke and change all, or any the Estates, Uses, Limitations, Trusts, Provisoes and Clauses therein before expressed or mentioned; and by the same or any other Deed or Deeds, or Will, in like Manner executed or published to declare or limit any new or other Uses, Estates and Trusts concerning the same. **And whereas** the said *R.* Earl *R.* made his last Will and Testament in Writing, bearing Date, &c. and thereby (amongst other Things) gave to Mrs *E.C.* one of the Daughters of Sir *P.C.* Baronet, the Annuity or yearly Sum of 500*l.* payable out of the *Exchequer*, for the Residue of a Term of 96 Years therein mentioned then to come; **And also** gave to the said *E.C.* and her Heirs, his Mansion-house, called *R.* in the County of *M.* with the, &c. and also gave to the said *E.C.* the Sum of 2000*l.* and several other specifick Legacies; **And** also gave to the said *B.* (now Countess of *S.*) 10,000*l.* to be paid her at her Age of 21 Years, if then living, (and not to her Executors, &c. if dead before) or Day of Marriage, with such Consent as therein after is mentioned, which should first happen, with Interest for her Maintenance until the said 10,000*l.* should become payable; and if the said *B.* Countess of *S.* should in the mean Time marry without such Consent, then his Will was, that the said Legacy of 10,000*l.* should go to and remain for the Benefit of the Issue of her Body, equally Share and Share alike if she should have more Children than one, and if but one, then for the Benefit of such only Child; and in Case she should have no Issue living at her Death, then the said 10,000*l.* should vest in, and go to his Executors, the better to enable them to perform the Trusts of his said Will; And he did thereby direct that the said *B.* Countess of *S.* should marry with Consent in Writing of the said *E.C.* alias *J.* first had; and that the said *E.C.* alias *J.* should have the Disposition and Management of the said Maintenance, for the Benefit of the said *B.* Countess of *S.* And he thereby appointed, that all his Household Goods and Furniture remaining at his Capital Seat of *R.S.* should continue there as Heir-Looms; and that the Leases and Estates and Interests, which he held from the Crown, of the Old and New Pale Lodges of the Forest of *D.* and other Hereditaments and Privileges in the County of *C.* with the Benefit of Renewal, should remain and be for the Benefit of the Person and Persons for the Time being who should enjoy his said Capital Seat, by Virtue of any Settlement he had made or should make; and did thereby appoint, that all his just Debts, of what Kind soever, should be paid in the first Place after his Decease; and gave several other Legacies; and did nominate and appoint the said *C.* Duke of *S.* and *R.* Earl of *O.* and Earl *M.* Executors of his said Will; and the better to enable them to perform his said Will, gave and devised to his said Executors all ready Money, Arrears of Rent, and all Debts that then were, or which at his Death should be owing to him, by any Person or Persons whatsoever, Goods, Chattels and Personal Estate, not therein before specifically devised, upon Trust to perform his said Will: And to the Intent his said Will might be fulfilled, he charged all his Manors, Lands and Hereditaments in the Counties of *E.* *C.* *L.* and *X.* with the raising of such Sum and Sums of Money, for the Payment of his Debts, Legacies and Funeral Expences, which his Personal Estate not devised for other Purposes should fall short to pay and satisfy. **Provided** nevertheless, and his Will was, that all such Debts as were then charged upon any Part of his Lands by Mortgage, should not be paid out of his Personal Estate, but should remain a Charge upon his Lands, so that the aforesaid Legacies by him given might not be retarded in the Payment thereof. **And whereas** by a Codicil or Writing, bearing Date, &c. annexed to and made Part of the said Will, the said *R.* Earl *R.* among several other Legacies and Bequests, gave to *R.S.* therein named, during his Life, all that Farm called *H. Farm*, near the City of *C.* and all the Lands, Hereditaments and Appurtenances thereunto belonging, to take Effect in Possession from and after the Determination of the Leases thereof then in Being: **And also** gave and bequeathed to Mrs. *K.D.* 50*l.* a-year for her Life, payable Quarterly from his Death, clear of all Taxes and Charges; and also to *K.D.* her Daughter 50*l.* a-year for her Life, payable Quarterly from his Death, clear of all Taxes and Charges. **And** **whereas** the said *R.* Earl *R.* died on, &c. without having made any Revocation of any of the Uses in the said recited Settlement, according to the Power reserved to him for that Purpose, leaving Issue of his Body one only Child, *E.* the Countess of *B.* who is since also dead, leaving

R. Earl of *R.*
his Will.

Legacies.

Charges all-
his Estates
with Payment
of Debts and
Legacies.

Codicil.

R. Earl *R.*'s
Death with-
out revoking
the Uses in
the Settle-
ment.
His Issue.

Issue of her Body only one Daughter, the Lady *P. B.* **And whereas** the said *B.* now Countess of *S.* intermarried with the said *F.* Earl of *S.* by and with the Consent and Goodliking of the said *E. C.* alias *J.* as by Writing under the Hand of the said *E. C.* alias *J.* bearing Date, &c. may appear: **And whereas** since the Death of the said *R.* Earl *R.* the Manors of, &c. in the County of *C.* formerly the Estate of *W. M.* and the, &c. and the Reversion of a small Burgage in *N.* which were also the Inheritance of the said late Earl *R.* being Part of the Trust Estate vested in them the said *C.* Duke of *S.* and *R.* Earl of *O.* and Earl *M.* and their Heirs, in and by the said recited Indentures of Lease and Release, in Trust as aforesaid, have been sold by the said Trustees, unto the said *J. B.* Earl of *B.* for the Sum of 22,000*l.* and the said Manors, &c. pursuant to a Decree of the Court of Chancery in that Behalf, have accordingly been conveyed to him the said *J. B.* Earl of *B.* and his Heirs; and the said Sum of 22,000*l.* arising by such Sale, hath been by them the said *C.* Duke of *S.* and *R.* Earl of *O.* and Earl *M.* paid and applied in Discharge of the Mortgages standing out upon the said Trust Estate in the said County of *C.* and for other Purposes, in Pursuance of the said Trust: **And whereas** by a Decretal Order of the Court of Chancery, made the, &c. in a Cause wherein *A. F.* (Wife of *W. F.* the elder) *W. F.* the younger, and *E. F.* by their next Friend, and others, were Plaintiffs, and the said *J. B.* Earl of *B.* the said Lady *P. B.* (an Infant, by the said *J. B.* Earl of *B.* her Father and Guardian) the said *J.* now Earl *R.* *F.* Earl of *S.* and *B.* Countess of *S.* his Wife, an Infant, by the said Earl of *S.* her Husband and Guardian, the said *R.* Earl of *O.* and Earl *M.* and *W. F.* the elder, were Defendants, **It was** (amongst other Things) ordered and decreed, that the said Earl of *O.* and Earl *M.* the surviving Trustee and Executor of the said *R.* late Earl *R.* should come to an Account before *J. H.* Esq; (one of the Masters of the said Court of Chancery) for the Personal Estate of the said late Earl *R.* not by him specifically devised, and for the Rents and Profits of the said Trust Estate received by the said Earl of *O.* and Earl *M.* or any other Person for his Use, and also for the Monies that had been raised by the Sale of any Part of the said late Earl *R.*'s Real Estate; and that the said Master should examine into and state the said late Earl's Debts and Legacies remaining unpaid, and compute Interest for the said Legacies, as is therein mentioned. And as to the said Annuities given by the Will of the said late Earl *R.* the same were to continue a Charge on the said real Estate; and it was further ordered, that the said Personal Estate, and the Rents and Profits of the Trust Estate, and the Money raised by any such Sale, after all just Deductions and Allowances made thereout, should be applied in the first Place to pay the said Testator's Debts, and then his Legacies, with Interest, as far as the same would extend: And if there should not be sufficient for that Purpose, then it was further ordered and decreed, that the said Defendant the Earl of *O.* and Earl *M.* should, according to the Power in the said Settlement, sell or grant Leases, or make Mortgages, of so much of the said Trust Estate remaining unfold, as the said Master should find to be most for the Benefit of the Parties interested therein, and sufficient to pay off the said Deficiencies: **And** the said Master was to allow of the said Sales, Leases and Mortgages; and the Money raised thereby was to be applied to pay off and discharge such of the said Testator's Debts and Legacies, with Interest, which the said Personal Estate, and the Rents and Profits of the Trust Estate, and the Money raised by any Sale then already made, should fall short to pay, and all Parties were to be paid their Costs of the said Suit out of the said Estate. **And whereas** the Accounts of the said late Duke of *S.* and *R.* Earl of *O.* and Earl *M.* the Trustees and Executors of the said *R.* late Earl *R.* as well of the Monies raised or received by the said late Duke of *S.* and *R.* Earl of *O.* and Earl *M.* in the Life-time of the said late Duke of *S.* as of those raised or received since his Death by the said *R.* Earl of *O.* and Earl *M.* out of the said late Earl *R.*'s Personal Estate, or the Rents and Profits of his Trust Estates, or by Sale of Part, or by Fines on the said Earl of *O.*'s granting or renewing Leases of other Part of the said Trust Estate, and of the Application of the said Monies so raised or received, in Discharge of the Debts and Legacies of the said late Earl *R.* or otherwise, in Relation to the said Trust and Executorship, were taken by the said *J. H.* Esq; Master in Chancery, pursuant to the said Decree, as appears by his Reports in the said Cause. **And** by his Report, bearing Date, &c. the said Master certified, That there then remained due from the said late Earl *R.*'s Estate, for the said Portion the said Sum of 10,000*l.* given by his said Will to the said *B.* now Countess of *S.* and in the Whole, for the same and for other Legacies given by the said late Earl *R.* and the Interest thereof, and for his Debts in such Report mentioned, the Sum of 14,772*l.* 16*s.* 4*d.* **And whereas** by Indenture *Tripartite*, bearing Date, &c. between the Right Honourable *T.* late Earl of *R.* deceased, Father of the said Earl *R.* and *T.* Lord Viscount *C.* elder Brother of the said Earl *R.* *J. S.* Esq; and *R. P.* Esq; of the second Part, and the Right Honourable *W. G. R.* late Earl of *D.* the Right Honourable *W.* late Earl of *S.* *J. G. H.* Esq; and *R. H.* Gent. of the third Part, **In** Consideration of a Marriage then lately had and solemnized between the said *T.* Lord Viscount *C.* and the Right Honourable Lady *H. C. S.* Sister of the said *W. G. R.* late Earl of *D.* the

Sale of Lands
in *C.* pursuant to a Decree.

Trustees decreed to account for personal Estate.

Annuities to stand charged.

Sales or Mortgages to be made, and Leases granted.

Accounts taken by the Master.

His Report.

Debts and Legacies.
14,772*l.*
16*s.* 4*d.*
Estate of late Earl *R.* in *E.* charged with 10,000*l.* on Marriage of *T.* Lord Viscount *C.* and Lady *H. C. S.*

the greatest Part of the Estate of the said late Earl R. in the County of E. was charged with the Sum of 10000*l.* for the Portion and Portions of the Daughter and Daughters of that Marriage, in such Manner, as in the said Indenture *Tripartite* is mentioned. **And whereas** there was Issue of the said Marriage only one Daughter, viz. the Honourable C. C. S. who upon the Death of the said T. late Lord C. her Father, become intitled to the said Sum of 10000*l.* as her Portion, so charged on the said Estate in E. as aforesaid; and the said C. C. S. being so intitled thereto, is since deceased, and Administration *de bonis non* with her Will annexed, hath been granted to the Right Honourable J. Earl of D. and the said J. Earl of D. hath been, and now is in the actual Possession of the Premises in the said County of E. so charged with the Raising and Paying the said Sum of 10000*l.* **And whereas** the said J. Earl of D. and F. Earl of S. and J. Earl of B. for ending and determining all Suits and Differences touching the Monies due to him the said J. Earl of D. on Account of the said C. C. S. as aforesaid, have agreed and determined, that there is due to the said J. Earl of D. in Respect thereof, the principal Sum of 5020*l.* and that the said J. Earl of D. shall be paid and allowed Interest for the same, from the Day of, &c. to the Day of, &c. after the Rate of three Pounds *per Cent. per Annum*; and that deducting out of the Amount of the said Principal and Interest, the several Sums of Money received by him the said J. Earl of D. and his Agents or Receivers, out of the said Estate in E. whereof he has been, and now is in Possession, as aforesaid, or which is charged with the said 10000*l.* Portion, as aforesaid, (after all just Allowances made the said J. Earl of D. thereout,) the Ballance resulting from the said Account, shall be paid unto the said J. Earl of D. his Executors, &c. on or before the said Day of, &c. in such Manner as is herein after mentioned; and that in Default of Payment thereof, on or before the said Day of, &c. the same shall carry Interest from that Time, after the Rate of 5*l. per Cent. per Ann.* till full Payment and Satisfaction thereof; and the said J. Earl of D. is intitled to continue and be in the Possession and Perception of all the Rents, Issues and Profits thereof, until he shall be fully paid the Sum of 5020*l.* with Interest, as aforesaid, and which is agreed in the first Place to be paid out of the said Estate so charged with the said Portion of 10000*l.* and that the same Estate shall continue, remain, and be charged and chargeable with, and subject and liable to the Payment of the said 5020*l.* and Interest for the same, as in Manner aforesaid; and that he the said J. Earl of D. his Executors, &c. shall and may, now and at all Times hereafter, remain, continue, and be in the Possession, Receipt and Perception of the Rents and Profits thereof, and of every Part thereof, until he or they shall be fully paid or satisfied the said 5020*l.* and Interest for the same, as aforesaid. **And whereas** it is acknowledged and agreed by the Parties desiring this Bill, that the said R. late Earl R. had not Power to make such Settlement, by the said recited Indentures of Lease and Release, of the said Estate in the County of L. for that the same was the Inheritance of the Right Honourable P. Viscountess C. his late Wife deceased; and by Indenture *Tripartite*, bearing Date, &c. between the said P. late Viscountess C. by the Name of P. D. Sister and Heir of R. D. late of W. in the County of L. Esq; deceased, of the first Part, H. B. Esq; T. N. Esq; Sir S. H. R. L. Esq; J. W. Esq; and T. L. Gent. therein named of the second Part, and the said R. late Earl R. by the Name of the Honourable R. S. Esq; second Son of the Right Honourable T. Earl R. by the Name of the Honourable R. S. Esq; second Son of the Right Honourable T. Earl R. Viscount C. Viscount S. of R. S. Lord D. Baron of C. of the third Part, **In Consideration** of a Marriage then intended, and soon after had and solemnized between the said R. late Earl R. and P. D. and for other Considerations in the same Indenture *Tripartite* mentioned, was settled, limited and assured, **To the Use** of the said P. D. and her Heirs, until the said intended Marriage should be had and solemnized; and immediately after the Solemnization thereof, then as to the said Capital Messuage called, &c. in the said County of L. **To the Use** of the said P. and R. late Earl R. for their Lives, and the Life of the longer Liver of them, without Impeachment of Waste; Remainder to the said Trustees and their Heirs during their Lives, and the Life of the Survivor of them, in Trust to preserve contingent Estates; **Remainder** to the first, &c. Sons of the said P. D. by the said R. late Earl R. to be begotten in Tail Male successively; **Remainder** to the Daughters of the same P. D. by the said Earl R. and the Heirs of their Bodies; **Remainder** to the right Heirs of the Survivor of them the said P. D. and R. late Earl R. **And as** to all the Rest and Residue of the Manors, Lands, Tenements and Hereditaments in the same Indenture *Tripartite* comprised, immediately from and after the Solemnization of the said Marriage, **To the Use** of such Person and Persons, and for such Estates, and for such Ends and Purposes, as she the said P. D. either with or without the said R. late Earl R. should by any Deed in Writing, to be by her signed and sealed, in the Presence of two or more Witnesses, declare, limit or appoint; and in Default of such Declaration, Limitation or Appointment, **To the Use** of the said P. D. and the Heirs of her Body; **Remainder** to her own right Heirs: **And** the said Manors, &c. so reserved and left in the Power of her the said P. late Viscountess C. to settle and limit as aforesaid, were by Indenture, bearing Date, &c. made between the

said *P.* late Viscountess *C.* of the one Part, and *E. W.* Esq; *W. P. L.* Esq; and *A. M.* Spinster, therein named of the other Part, settled, limited and assured, (after the Decease of the said *P.* and *R.* late Earl *R.* and on Failure of Issue Male of her Body by the said Earl *R.* and subject to the Trusts declared of a Term of 99 Years since performed or determined) **To the Use** of all and every the Daughter and Daughter of the said *P.* late Viscountess *C.* by the said *R.* late Earl *R.* **Remainder** to the Heirs of the Body of the said *P.* Viscountess *C.* **Remainder** to the Heirs of the Body of the said Earl *R.* by any other Wife; **Remainder** to *H. T.* of *C.* Esq; for Life, without Impeachment of Waste; **Remainder** to Trustees and their Heirs during his Life, in Trust to preserve contingent Estates; with **Remainder** to the first and other Sons of the said *H. T.* in Tail Male successively; **Remainder** to the right Heirs of the said *P.* late Viscountess *C.* for ever; **So that** no Estate of Inheritance, in any Part of the Premises in the County of *L.* ever vested in the said *R.* late Earl *R.* but the same upon the Death of the said *P.* late Viscountess of *C.* did according to the several Limitations thereof in the said Settlements respectively contained, come unto, and vested in the said *E.* late Countess of *B.* as only Daughter of the said *P.* late Viscountess *C.* and the Heirs of her Body, with such Remainders over, as in the said Settlements respectively are mentioned: **And whereas** the said *J.* Earl *R.* *F.* Earl of *R.* and *B.* Countess of *S.* his Wife, and *J.* Earl of *B.* are satisfied and do agree, that the said Manor of *B.* and other the Premises in the County of *T.* in Consideration of the said Marriage of the said *R.* late Earl *R.* with the said *P.* late Viscountess *C.* were settled to the same Uses, that the Capital Messuage called *W.* in the County of *L.* were settled by the said Indenture of, &c. and did in like Manner upon the Death of the said *R.* late Earl *R.* come unto, and vest in the said *E.* late Countess of *B.* and the Heirs of her Body; and upon her Death descended unto, and are still vested in the said Lady *P. B.* her only Daughter, of such Estates as afore mentioned; and that the Deeds and Evidences, constituting and avouching the Lady *P. B.*'s Title to the same Premises, are all lost or destroyed. **And whereas** after the Marriage of the said *E.* Countess of *B.* with the said *J. B.* Earl of *B.* a Fine was levied by them two of the said Manors, Lands and Hereditaments in the said County of *L.* and by Indenture, bearing Date, &c. between the said *J.* Earl of *B.* and *E.* Countess of *B.* of the one Part, and *R. P.* and *E. J.* Esqrs; therein named, of the other Part, **The Use** of the said Fine was declared to the Use of *J.* Earl of *B.* for Life without Impeachment of Waste; **Remainder** to the said *E.* then Countess of *B.* for the Term of her natural Life, without Impeachment of Waste; **Remainder** to the said *T. P.* and *E. J.* for the Term of 500 Years, upon certain Trusts, which are all since performed or determined; **Remainder** to the first and other Sons of the said *E.* then Countess of *B.* by the said *J.* Earl of *B.* in Tail Male successively; **Remainder** to the Daughter or Daughters of the said Countess of *B.* by the said Earl in Tail; **Remainder** to the right Heirs of the Survivor of them the said *J.* Earl of *B.* and *E.* Countess of *B.* **And whereas** it is insisted by the said *J.* Earl of *B.* that the Right and Title to the Perception of the Rents and Profits of the Estates of the said *R.* late Earl *R.* in the Counties of *C.* and *E.* did immediately upon the said Earl *R.*'s Death, during and by Reason of the Incapacity or Nonconformity of the said *J.* now Earl *R.* result unto, or devolve upon the said *E.* late Countess of *B.* as Heir at Law of the said Earl *R.* and after her Death, unto or upon the said *P. B.* her Daughter, as right Heir of her said Mother, and likewise of her said Grandfather: **And whereas** divers Suits and Controversies have arisen amongst the Parties interested in the Estates of the said *R.* late Earl *R.* relating to the several Settlements, Dispositions and Descents thereof, and Titles thereunto; and for the Ending and determining the said Suits and Controversies, the said *J.* Earl of *B.* for himself, and on the Behalf of the said *P. B.* his Daughter, **And F. Earl of *S.* for himself, and on the Behalf of the said *B.* Countess of *S.* his Wife, and *W. H.* their Son, **And** the said *J.* now Earl *R.* have mutually agreed among themselves, that the said Manors, &c. every or any of them, in the said County of *L.* subject to the several Mortgages which have been made of the same, together with the other Lands, &c. of the said *R.* late Earl *R.* in the said County of *L.* for securing the principal Sums of 1500 *l.* and 600 *l.* and Interest, shall be settled, limited and assured, unto and upon the said *J. B.* Earl of *B.* for Life, without Impeachment of Waste; **Remainder** to the said *P. B.* and the Heirs of her Body; **Remainder** to the right Heirs of the said *R.* Earl *R.* **And also**, that all other the Premises in the said County of *L.* (subject to the several Mortgages for the said principal Sums of 1500 *l.* and 600 *l.* and Interest shall be settled, limited and assured, unto and upon the said *J. B.* Earl of *B.* for Life, without Impeachment of Waste; **Remainder** to the said *P. B.* and the Heirs of her Body; and in Default of such Issue, to such Person and Persons, and to and for such Uses, Estates, Intents and Purposes, as would and might be capable to take Effect by Virtue of the Limitations expressed and declared of and concerning the same Premises, in and by the said Indenture of, &c. from and after Failure of Issue of the Body of the said *P.* late Viscountess *C.* in Case this present Act had not been made; **And also** that the said Manors, &c. late the Estate of the said *R.* late Earl *R.* in the County of *T.* shall be and remain to the said *J.* Earl of *B.* for Life, without Impeachment**

No Estate of
Inheritance
ever vested in
R. late Earl *R.*
but in *E.* late
Countess of *B.*

Estate in *T.* on
said Marriage
of *R.* late Earl
R. and said
Viscountess *C.*
vested in Lady
P. B. Daughter
of *E.* late
Countess of *B.*
A Fine of
Lands in *L.*
and Uses de-
clared.

How the Pro-
fits of the
Estates on the
late Earl *R.*'s
Death de-
volved.

Suits and
Controversies.

The Estate in
L. shall be to
the Earl of *B.*
for Life.

Remainder to
P. B. and
the Heirs of
her Body, Re-
mainder, &c.

Estate in *T.*
to Earl *B.* for
Life, Remain-

ment of Waste; *Remainder* to the said Lady *P. B.* and the Heirs of her Body; *Remainder* to der to Lady
such Person and Persons, who shall be capable, at the Time of Failure of such Heirs of her *P. B.* and the
Body, to take Lands by Descent, as right Heir of the said *R. Earl R.* his, her, or their Heirs *Heirs of her*
and Assigns for ever: **And also** that there shall be raised and paid out of the Estate of the said *Body, Re-*
R. late Earl R. in the County of *C.* unto the said *J. now Earl R.* his Executors, Administrators Estate in *C.*
and Assigns, the Sum of 7000*l.* of lawful Money of *G. B.* with legal Interest for the same, to raise and pay
from the — Day of — which was, &c. **And also** that besides the said 10000*l.* given to *R. 7000*l.**
the said *B. Countess of S.* by the will of the said *R. late Earl R.* there shall be paid to the said *And 10000*l.**
F. Earl of S. and *B. Countess of S.* out of the Lands, Tenements and Hereditaments in the *to B. Countess*
County of *C.* herein after limited and appointed to be settled on the said *J. Earl of B.* and *P. B.* of *S.* and to
the Sum of 2510*l.* and Interest for the same, from the — Day of —, which was, &c. *F. Earl of S.*
to the Intents and Purposes hereafter mentioned; **And that** the said whole Sum of 5020*l.* *Countess of S.*
and such Interest for the same as aforesaid, shall be paid by *R. Earl of O.* and *Earl M.* by Money 2510*l.* and
to be raised by or out of the said *Manors, Messuages, Lands, Tenements and Hereditaments* in the that the whole
County of *C.* **And that** subject to the Payment of the said 7000*l.* and Interest to the said *J. now* shall be paid
Earl R. and to the Payment of the said 2510*l.* to the said *F. Earl of S.* and *B. Countess of S.* by the *Earl of*
with Interest as aforesaid, and to the Payment of the said 5020*l.* and Interest for the same as Subject to the
aforesaid, to the said *J. Earl of D.* and to the Annuities given by the Will of the said *R. late Earl* Payment of
R. to the said K. D. and *K. D.* her Daughter, and to the Devise of *H. Farm* aforesaid, to the said 7000*l.*
R. S. for his Life, and to the said 200*l. per Annum*, to the said *R. Earl of O.* and *Earl M.* as 2510*l.*
surviving Trustee under the said *R. late Earl R.*'s Settlement, and to all other the Debts and Le- 5020*l.* and to
gacies of the said *R. late Earl R.* yet remaining due and unpaid; the *Manors, &c.* late of the Annuities in
said *R. late Earl R.* in the said County of *C.* now remaining unfold, shall be settled and assured the Will, &c.
unto and upon Trustees and their Heirs, to the Use of, or in Trust for the said *J. B. Earl of B.* du-
ring the natural Life of the said *J. Earl R.* with Power to make Leases, and subject to a Provision
for the Maintenance of the said Lady *P. B.* in such Manner as is herein after mentioned, and subject
to a Proviso for the Benefit of the Right Honourable the Lady *E. S.* Sister of the said late *Earl R.*
as is herein after mentioned; and from and after the Decease of the said *J. Earl R.* to the Use of
the said Lady *P. B.* and the Heirs of her Body; *Remainder* to such Person or Persons, who
shall be capable at the Time of Failure of such Heirs of her Body, to take Lands by Descent
as right Heir of the said *R. Earl R.* his, her, or their Heirs and Assigns for ever; **And that**
the said *R. late Earl R.*'s Estate in the said County of *E.* shall be settled and assured unto, and The Estate in
upon the said *B. Countess of S.* for her Life; *Remainder* to the first and other Sons of the said *E.* to be settled
B. Countess of S. in Tail Male successively, with *Remainder* to her Daughters in Tail, as Tenants upon *B. Coun-*
in Common; *Remainder* to the said *B. Countess of S.* and the Heirs of her Body; *Remainder* *less of S. for*
to the said *P. B.* and the Heirs of her Body; *Remainder* to the right Heirs of the said *R. late* *Life, Remain-*
Earl R. **And that** the Rents, Issues and Profits of the said several Estates in the Counties of Rents, &c.
L. T. C. and *E.* respectively, not applied to the Performance of the several Trusts afore men- in *L. T. C.*
tioned, or any of them, shall from the — Day of, &c. be received, and shall belong, and and *E.* shall
be accounted for to the several Persons respectively, to whom the same Estates respectively are belong to Per-
herein after limited in Possession, after the said Trusts reposed in the said *R. Earl of O.* and *Earl limited.*
M. as aforesaid, are performed; **But** the said Lady *P. B.* as also the said *W. H.* Son of the said *P. B.* and
Countess of *S.* being both under the Age of 21 Years, such Settlements agreed on cannot be *W. H.* under
made, nor the said Agreement rendered effectual without the Aid of Parliament: **May, &c.** Age.
at the humble Request and Desire of your Majesty's faithful and loyal Subjects, *F. Earl of S.*
and *B. Countess of S.* his Wife, *J. B. Earl of B.* and the Lady *P. B.* his Daughter, and the said
J. now Earl R. That it may be Enacted, **And be it Enacted** by, &c. That the said Ma- Enacted,
Manors, &c. in the said County of *L.* whereof or wherein, or whereunto the said *R. late Earl R.* That the
or any other Person or Persons in Trust for him, was or were seised or possessed of, or any ways Estate in *L.*
intituled to in Law and Equity, at the Time of his Decease, situate, standing, lying and being shall be settled
in, &c. or any of them in the said County of *L.* with their and every of their Appurtenances, *J. B. Earl of*
from and after —, &c. shall be vested and settled, and the same are hereby enacted to be *B. for Life,*
vested and settled in and upon, or to the Use of the said *J. B. Earl of B.* for and during the *Remainder,*
Term of his natural Life, without Impeachment of Waste; and immediately from and after &c.
his Decease, to the Use and Behoof of the said Lady *P. B.* and the Heirs of her Body law-
fully to be begotten; and in Default of such Issue, to the Use of the Right Heirs of the said
R. late Earl R. free and discharged from all Right, Title, Interest or Demand of the said *B. Coun-*
~~less of S.~~ and her Issue, and of the said *J. Earl R.* and his Issue; but subject nevertheless to the seve-
ral Mortgages made of any Part thereof by the said *R. late Earl R.* or *P. Viscountess C.* or either
of them; **And that** the said Manor, &c. in the County of *L.* (save and except, &c. some or one of
them) with their and every of their Appurtenances, shall from and after the said, &c. be vested
and settled and are hereby enacted to be vested and settled in and upon, or to the Use of the said
J. B. Earl of B. for and during the Term of his natural Life, without Impeachment of Waste; and
immediately from and after his Decease, To the Use and Behoof of the said Lady *P. B.* and
the

The Estate in
Y. to the Use
of the said Earl
of B. for Life,
Remainder,
&c.

The Estate in
L. and Y. to
be enjoyed by
the several
Persons, and
for the Uses
hereby li-
mited.

Estates in C.
how limited.

In Trust to raise
and pay to F.
Earl of S.
and B. his
Wife, her Le-
gacy, to J.
Earl R.
7000 l.

And to said F.
Earl of S. and
B. his Wife
2510 l. for Re-
pairs in E.
5020 l. to the
Earl of D.
&c.

the Heirs of her Body lawfully to be begotten; and for want of such Issue, **To the Use** of such Person and Persons, and upon such Trusts, and to and for such Uses, Intents and Purposes, and subject to such Limitations, as in and by the said Indenture of the &c. from and after Failure of Issue of the Body of the said P. late Viscountess C. were limited, created, expressed and declared of and concerning the same Premises, or such, and so many of them as are capable to take Effect in the same Manner as if this Act had not been made, subject nevertheless to the several Mortgages made of any Part of the same Premises by the said R. Earl R. and P. late Viscountess C. or either of them; **And be it also Enacted** by the Authority aforesaid, That the said Manor of B. and all, &c. whereof or wherein the said R. late Earl R. or any Person or Persons in Trust for him, was or were seised or possessed of, or intitled unto, in Law or Equity at the Time of his Decease, situate, &c. or elsewhere in the said County of Y. with their and every of their Rights, Royalties, Members and Appurtenances, shall from and after the said — Day of, &c. be vested and settled in and upon, and are hereby enacted to be vested and settled in and upon, or to the Use of the said J. B. Earl of B. for and during the Term of his natural Life, without Impeachment of, or for any Manner of Waste; and immediately from and after his Decease, **To the Use** of the said P. B. and the Heirs of her Body lawfully to be begotten; and in Default of such Issue, to the Use of such Person or Persons, who shall be capable at the Time of Failure of such Issue, to take Lands by Descent, as right Heir of the said R. Earl R. his, her, or their Heirs and Assigns for ever, free and discharged of and from all Right, Title, Interest or Demand of the said B. Countess of S. and her Issue, and of the said J. Earl R. and his Issue. **And be it further Enacted** by the Authority aforesaid, That the said Manors or Lordships, Messuages, Farms, Lands, Tenements, Hereditaments and Premises in the said Counties of L. and Y. shall at all Times from and after the said — Day of, &c. remain, continue, and be held and enjoyed by the several Persons, to and for the several Uses or Estates hereby limited, expressed and declared of and concerning the same respectively, freed and discharged, and absolutely acquitted of and from all Claims and Demands whatsoever from the said J. Earl R. his Heirs or Issues, or from the said F. Earl of R. and B. Countess of R. or either of them, or either of their Heirs or Issues. **And be it further Enacted** by the Authority aforesaid, That all and every the Honours, &c. in the said County of C. whereof or wherein he the said R. late Earl R. or any Person or Persons in Trust for him, was or were seised or possessed, or any way intitled unto in Law or Equity at the Time of his Decease, with their and every of their Rights, Royalties, Members and Appurtenances, (except the said Manors, &c.) (**Subject** to the Payment of the said Annuities of, &c.) shall be vested and settled in and upon, and are hereby Enacted and Declared to be vested and settled in and upon the said R. Earl of O. and Earl M. his Heirs and Assigns, to the only Use and Behoof of the said R. Earl of O. and Earl M. his Heirs and Assigns for ever, freed and discharged (saving as is herein after expressed or declared) of and from all and every the Estates, Uses, Limitations, Trusts, Provisoos, Clauses, Powers and Agreements, expressed, limited and declared of or concerning the same, in and by the said recited Indentures of Lease and Release, bearing Date, &c. in and by the said Will and Codicil of the said R. late Earl R. or any of them, and freed also and discharged from all Titles, Claims or Demands whatsoever, of them the said F. Earl of S. and B. Countess of S. or either of them, or their respective Issues; but nevertheless upon the Trusts, and to and for the several Ends, Intents and Purposes, and under and subject to the several Powers, Provisoos, Limitations and Declarations herein after mentioned, expressed, limited, created and declared, of and concerning the same; that is to say, **In Trust**, and to the Intent that he the said R. Earl of O. and Earl M. and his Heirs, shall and do, by Sale or Sales, Mortgage or Mortgages, Lease or Leases, of such Part and Parts of the said Honours, Barony, Castle, Manors, Parks, Messuages, Farms, Lands, Tenements and Hereditaments in the said County of C. as he shall judge and think necessary and convenient, at the best Prices that can be had for the same, and by and out of the Rents and Profits, or Fines, to be taken upon any Lease of the Premises in the mean Time, or by all or any of the said Ways or Means, raise, pay off, and discharge the several Sums of Money and Incumbrances following; that is to say, Unto the said F. Earl of S. and B. Countess of S. his Wife, the said Legacy or Sum of 10000 l. by the said late Earl R.'s Will given her the said Countess of S. and Interest due, and to become due for the same, and also unto the said J. now Earl R. his Executors, &c. the said Sum of 7000 l. and all Interest for the same, to be computed from the — Day of, &c. until the Time of the Payment of the same principal Sum, and also unto the said F. late Earl of S. and B. Countess of S. his Wife, or one of them, the said Sum of 2510 l. so stipulated and agreed to be paid to them, as aforesaid, with Interest for the same, to be computed from the — Day of, &c. to enable the said F. Earl of S. and B. his Wife, to defray the Charges of the Sea-walls, and other necessary Reparations upon the said Estates in E. **And also** shall raise and pay the Sum of 5020 l. and such Interest for the same, so agreed to be paid to the said J. Earl of D. as aforesaid; **And also** shall raise and pay unto the said F. Earl of S. all such Sums

Sums of Money, as at any Time since the said — Day of, &c. have been, or at any Time hereafter shall be paid out of the Rents and Profits of the said Estate in the County of E. towards the Discharge of the said Debts or Demands of the said J. Earl of D. or other Debts or Legacies of the said R. late Earl R. **And also** shall raise and pay all and every the Debts of the said R. late Earl R. unpaid, and also all Legacies, Sum and Sums of Money given or bequeathed by the said R. late Earl R. that do or shall then remain due and unpaid, and the Costs and Charges of all Suits at Law and in Equity, or otherwise relating to the said Estates, or the Trusts created by the Settlement and Will of the said R. Earl R. and also the Charges of passing this Act; **And also upon this further Trust**, That he the said R. Earl of O. and Earl M. and his Heirs, shall and do, after the said several Sums of Money, Incumbrances, Debts and Legacies shall be raised and paid, or secured, (to the Satisfaction of the Persons entitled to the same respectively) and such Costs and Charges as aforesaid, settle, convey, and assure all such Part or Parts of the said Honours, &c. so vested in him and them by this present Act as aforesaid, which shall then remain unsold or undisposed of for the Purposes aforesaid, unto and upon, or **To the Use** and Behoof of, or in Trust for the said J. B. Earl of B. and his Heirs, for and during the natural Life of the said J. Earl R. without Impeachment of Waste, (save that the said Earl of B. shall not be permitted to do any voluntary Waste, nor to fell or cut down any Timber now growing in the said Park called R. S. alias C. Park, unless for the Repairs of, and other necessary Estovers to be used in the Capital Messuage and other Parts of the same Estate,) and with such Power to make Leases as is hereafter mentioned; and from and after the Decease of the said J. Earl R. **To the Use** and Behoof of, or in Trust for the said Lady P. B. and the Heirs of her Body; and for Want of such Issue, **To the Use** of such Person or Persons, who shall be capable at the Time of Failure of such Issue, to take Lands by Descent, as right Heir of the said R. Earl R. his, her or their Heirs and Assigns for ever, freed and discharged of and from all Right, Title, Interest or Demand, of the said B. Countess of S. and her Issue, and of the said J. Earl R. and his Issue; **In which** Settlement so directed to be made as aforesaid, shall be contained a proper Trust, Provision or Limitation, whereby the said Manors, &c. in the said County of C. so to be settled as aforesaid, shall stand, and be charged with the Payment of the annual Sum of 150 l. unto the said P. B. until she shall attain her Age of 12 Years; and from and after such Time, as the said P. B. shall attain her said Age of 12 Years, with the Payment of 200 l. per Ann. to be yearly paid thereout, for the Maintenance or Education of the said Lady P. B. for and during the joint Lives of them the said J. Earl R. and the said J. Earl of B. by four equal quarterly Payments; the first Payment to commence, and be made on, &c. and also there shall be contained a Proviso or Power, for the raising such Sum and Sums of Money, not exceeding the Sum of 6000 l. as the said Lady E. S. shall at any Time, in the Life-time of the said Lady P. B. by any Deed or Writing under the Hand and Seal of the said Lady E. S. testified by two or more credible Witnesses, or by her last Will and Testament in Writing testified as aforesaid, think proper to charge upon the said Manors, &c. in the said County of C. or any Part of them to be raised thereon, in Case the said Lady P. B. shall happen to die without Issue, before she shall attain her Age of 21 Years, or shall happen to die without Issue, after her Attainment of such Age before such Time, as she shall by Fine, Common Recovery, or other Act by her to be done or suffered, have barred, docked or defeated the Remainder in Fee, to be limited to the right Heirs of the said R. Earl R. as aforesaid; and for paying the said Sum or Sums of Money to be raised according to the Direction and Appointment of the said Lady E. S. by such Deed or Writing, or such her last Will and Testament in Writing, under a Proviso nevertheless, that if the said Lady P. B. shall die, leaving Issue of her Body then living, or shall in her Life-time by any Fine, Common Recovery, or other Act by her done or suffered, have barred, docked or defeated the said Remainder, limited to the right Heirs of the said R. Earl R. that then such Sum and Sums of Money, so to be charged by the said Lady E. S. shall not be raised or paid; **And also** there shall be contained a Proviso or Power, for them the said J. B. Earl of B. and the said Lady P. B. respectively, as they shall be in the actual Possession of the Premises, hereby directed and intended to be limited, in Use to, or in Trust for them in Manner aforesaid, and for the Husband or Guardian of the said Lady P. B. during her Coverture or Infancy, by and with the Consent of the said Lady P. B. testified in Writing, by any Deed or Deeds, under the respective Hands and Seals of the said J. B. Earl of B. and Lady P. B. together with the Husband or Guardian of the said Lady P. B. during her Coverture or Minority, to make any Lease or Leases of all and every the Honours, &c. whereof they shall be so in the actual Possession, by Virtue of the Limitations hereby directed to be made thereof, or any Part or Parts thereof, in Manner herein after mentioned; that is to say, Of such Part and Parts thereof, as have been usually leased for Life or Lives, or for any Term or Number of Years, determinable upon any Life or Lives, to make Leases for one, two, or three Lives, or for any Term or Number of Years, determinable on

Debts, Legacies, and Charges of this Act, &c.

After Payment, Premises unfold to be to the Use of Earl B. for the Life of Earl R.

After Earl R.'s Decease for Lady P. B. &c.

Premises in C. to be chargeable with Annuities.

Proviso for raising 6000 l. according to the Appointment of Lady E. S. if, &c.

Power for Earl of B. and Lady P. B. to make Leases.

Surplus of
Monies to be
paid Lady
P. B.

Clause in
Favour of
Purchasers.

Earl of O.
and M.'s
Power to
make Leases.

R. Earl R.'s
Personal E-
state, how ap-
plied.

the Death of one, two or three Persons, in such respective Lease or Leases to be named, either in Possession or Reversion or by way of future Interest, so as upon every such Lease or Leases, so to be made by the said J. B. Earl of B. or the said Lady P. B. respectively, or by the said Lady P. B. with her Husband or Guardian, of any of the said Baronies, &c. there be reserved, and made payable yearly, during the Continuance of all and every such respective Lease and Leases, the antient or accustomed yearly Rent or Rents, or as great Rent or Rents as were last reserved for the same Premises or greater; **And also** to make Leases of such Part and Parts of the same Premises as have not been usually leased for Life or Lives or for Years, determinable on any Life or Lives, unto any Person or Persons, for any Term or Number of Years, not exceeding 21 Years, reserving the best and most improved yearly Rent that can be had or gotten for the same, without taking any Fine, Præmium or Foregift thereon, so as no such Lease or Leases be made dispunishable of Waste; and so as there be not upon any Part or Parcel of the said Premises, so used to be leased for Life or Lives, or for Years determinable on any Life or Lives at any one Time together, any more or greater Estate or Estates than for three Lives in Being, or for any Term or Number of Years, determinable upon the Death of three Persons in Being, or upon any Part of the Premises not usually leased for Lives or Years, determinable upon any Life or Lives, any greater Estate than for 21 Years at one Time; **And it is hereby further Provided and Enacted**, That in case any Monies raised by any the Trusts abovementioned, shall remain in the Hands of the said R. Earl of O. and Earl M. his Heirs, Executors or Administrators, after the Payment and Discharge of the several Sums of Money, Debts and Legacies hereby directed to be paid or satisfied thereout, the same shall be paid unto the said Lady P. B. her Executors, Administrators or Assigns, for her and their own proper Use and Benefit. **And it is hereby further Declared and Enacted** by the Authority aforesaid, That all and every Purchaser or Purchasers from the said R. Earl of O. and Earl M. or his Heirs, by Virtue and in Pursuance of this Act, of any Part and Parts of the said Honours, &c. in the said County of C. and the respective Heirs and Assigns of such Purchaser and Purchasers, shall and may, upon Payment of their respective Purchase Monies to the said R. Earl of O. and Earl M. or his Heirs, have, hold and enjoy the Honours, &c. or such Part or Parts thereof, as shall be purchased by such Person or Persons respectively, with the Rights, &c. freed, &c. bearing Date, &c. or by, from or under the said last Will and Testament, or Codicil of the said R. late Earl R. deceased; **And** that the Receipt or Receipts of the said R. Earl of O. and Earl M. his Heirs, Executors or Administrators, under his or their Hand or Hands and Seal or Seals respectively, shall from Time to Time be a sufficient Discharge to the Purchaser or Purchasers of the same Honours, &c. or any Part or Parts thereof, his or their Heirs, &c. for so much of the said Purchase Money, for which such Receipt or Receipts shall be given; and from and after such Receipt and Receipts, such Purchaser or Purchasers shall be, and are hereby absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Misapplication (if any such should happen) of the said Purchase Money, or any Part thereof. **Provided always, and it is hereby Declared and Enacted**, That it shall and may be lawful to and for the said R. Earl of O. and Earl M. or his Heirs, for raising Money upon the Trusts and for the Intents and Purposes aforesaid, from Time to Time, by and with the Consent of the said J. Earl of B. under his Hand and Seal, during the Continuance of his Estate therein, to make any Lease or Leases of the same Honours, &c. hereby vested in him the said R. Earl of O. and Earl M. and his Heirs or any Part or Parts thereof, before any Sale or Sales, or Settlement be made in Pursuance of this Act, in Manner herein after mentioned, that is to say, Of such Part and Parts thereof as have been usually, or on the said first Day of this present Session of Parliament were, leased for Life or Lives, or for Years determinable on any Life or Lives, to make Leases for one, two or three Lives, or for any Term or Number of Years determinable on the Death of one, two or three Persons in such respective Lease or Leases to be named, in Possession or Reversion or by Way of future Interest, so as upon every such Lease or Leases so to be made, there be reserved, &c. the antient, &c. so as no such Lease to be made in Pursuance of this Act be made dispunishable of Waste; and so as there be not upon any Part or Parcel of the same Premises so to be leased for Life or Lives, or for Years determinable on any Life or Lives, at any one Time together, any more or greater Estate or Estates than for three Lives, in Being, or for a Term or Terms or Number of Years, determinable on the Death of three Persons in Being; and so as the Money to be taken for the Fine or Fines upon making such respective Lease or Leases for any Life or Lives, or for Years determinable on any Life or Lives, be by him the said R. Earl of O. and Earl M. or his Heirs, paid and applied towards the Discharge of the several Trusts, in and by this Act directed and appointed to be performed, by him the said R. Earl of O. and Earl M. and his Heirs. **And be it further Enacted** by the Authority aforesaid, That all the Personal Estate of the said R. late Earl R. deceased, not specifically devised, nor already disposed of or applied towards the

the Payment of the Debts or Legacies of him the said R. late Earl R. shall be and remain in him the said R. Earl of O. and Earl M. his Executors and Administrators, for and towards the Discharge and Performance of the several Trusts in and by this present Act directed to be performed and satisfied; **And** that it shall and may be lawful for the said R. Earl of O. and Earl M. to make any Composition for any Debt or Debts owing to the said Estate; and after Payment of such Sums of Money, as shall be agreed to be paid on any such Composition to discharge any Debt or Debts, and after the said several Trusts performed, the Remainder of the said Personal Estate, if any such there be, shall be applied according to the Directions of the said Will and Decree in Chancery. **And it is hereby further Enacted** by the Authority aforesaid, That all and every the Manors, &c. in the said County of E. whereof or wherein he the said R. late Earl R. or any Person or Persons in Trust for him, was or were seised or possessed, or any way intitled unto in Law or Equity at the Time of his Decease, with their and every of their Rights, Royalties, Members and Appurtenances, shall (subject to the Payment of the said 5000*l.* to the said Earl of D. as aforesaid, with Interest for the same from the, &c. till full Payment thereof) be vested and settled in and upon, and the same are hereby vested in and upon, **And to the Use and Behoof** of the said B. Countess of S. and her Assigns, for and during the Term of her natural Life; and from and after the Determination of that Estate, **To the Use and Behoof** of the said R. Earl of O. and Earl M. and his Heirs, during the Life of the said B. Countess of S. **In Trust**, to preserve the contingent Remainders herein after limited, from being defeated and destroyed; and for that Purpose to make Entries and bring Actions as Occasion shall require; yet nevertheless to permit and suffer the said B. Countess of S. to receive and take the Rents, Issues and Profits thereof during her Life; and immediately from and after the Decease of the said B. Countess of S. **To the Use and Behoof** of the first Son of the Body of the said B. Countess of S. lawfully begotten or to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the second, &c. and the Heirs Male of his Body issuing; and in Default of such Issue, **To the Use and Behoof** of all and every the Daughter, &c. but if there be more such Daughters than one, and any of them shall die without Heirs of her or their respective Bodies, **Then** as to the Part or Parts of her or them so dying without Heirs of her or their Body or Bodies respectively, **To the Use** of the other or others of such Daughter or Daughters as Tenants in Common, and not in Jointenancy, and the Heirs of the Body or Bodies of such other or others of the said Daughters respectively; and if all such Daughters but one shall die without Heirs of their respective Bodies; or if there shall be but one such Daughter only, then **To the Use** of such only Daughter and the Heirs of her Body, and for Want of such Issue, then **To the Use and Behoof** of the said B. Countess of S. and the Heirs of her Body; and for Want of such Issue, **To the Use and Behoof** of the said Lady P. B. and the Heirs of her Body; and for Want of such Issue, **To the Use** of such Person and Persons who shall be capable at the Time of Failure of such Issue to take Lands by Descent, as right Heir of the said R. Earl R. his, her or their Heirs and Assigns for ever. **And it is hereby further Enacted** by the Authority aforesaid, That all and every the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments and Premises in the said County of E. shall remain, continue and be held and enjoyed by the several Persons, to and for the several Uses and Estates hereby limited, created, expressed and declared of and concerning the same respectively, freed and discharged of and from all Estates, Claims and Demands whatsoever, by, from or under the said J. Earl R. J. Earl of B. and Lady P. B. or any of them, their or any of their respective Heirs, Issues or Descendants, other than the Estates aforesaid. **And it is hereby further Enacted** by the Authority aforesaid, That the Rents, Issues and Profits of all and singular the said Manors, &c. in the said Counties of L. Y. C. and E. respectively, not applied to the Performance of the several Trusts aforesaid, or any of them, shall from the, &c. be received by and shall belong and be accounted for to the several Person and Persons to whom the same Estates are hereby limited and appointed to go, subject nevertheless to such Payments of Interest and other Charges, Payments and Outgoings, as are herein before mentioned, stipulated and provided for to be paid out of the same respectively. **Provided always, and it is hereby Declared and Enacted**, That it shall and may be lawful to and for the said B. Countess of S. during the Continuance of her Estate for Life of and in the Premises in the said County of E. by Virtue of the Limitation aforesaid, by any Deed or Deeds, under her Hand and Seal, to demise, lease or grant, all and every the Manors, &c. whereof she shall be so in the actual Possession by Virtue of this Act, or any Part or Parts thereof, to any Person or Persons, for any Term or Number of Years, not exceeding 21 Years, so as that there be reserved upon every such Demise, Lease or Grant, so much yearly Rent as can really be got for the same, without taking any Fine, Præmium or Foregift therefore; and so as in every such Lease or Leases, so to be made as aforesaid, there be contained a Condition of Re-entry,

Estate in E.
subject, &c.
to be vested in
B. Countess of
S. for Life,
&c. Remain-
der, &c.

Freed from
all Estates,
Claims of, &c.

Rents, &c.
of Estates in
L. Y. C. and
E. not applied
to the said
Trusts.
How to be
applied.

B. Countess
of S. may
make Leases
of Estate in E.

entry, for Non-payment of the Rent or Rents thereby to be reserved; and so as the respective Lessees, to whom such Leases shall be made, seal and execute Counterparts of the same Leases respectively; and so as no Clause be therein contained giving Power to any such Lessee to commit Waste, or exempting him, her or them, from Punishment for committing of Waste. **And it is hereby further Enacted** by the Authority aforesaid, That the said R. Earl of O. and Earl M. or any other Trustee or Trustees in this Act named, for the several Purposes therein respectively mentioned, their respective Heirs, &c. or any of them, shall not be charged, &c. for any other than his or their own respective Acts, &c. **Provided also**, That the said Trustees, &c. shall be paid and satisfied out of the Rents, &c. hereby vested, &c. all such Costs, &c. by Reason of the Trusts aforesaid, or of the Management or Execution of the same. **Provided always nevertheless, and be it further Enacted** by the Authority aforesaid, That it shall and may be lawful to and for the said Earl of D. his Executors, &c. now and from Time to Time, and at all Times hereafter, to remain, continue and be in the actual and peaceable Possession, Receipt and Perception of all and every the Rents, Issues and Profits of the said Estate in the County of E. charged with the said Portion of 10000*l.* to the said C. C. S. as aforesaid, until such Time as the said Sum of 5020*l.* and also all such Interest due or to become due for the same as aforesaid, shall be fully paid or satisfied; any Clause, &c. notwithstanding. **Provided nevertheless**, That in Case the said Sum of 5020*l.* and Interest for the same as aforesaid, or any Part thereof, shall be levied, raised and recovered by the said J. Earl of D. his Executors, &c. his, their or any of their Agents in that Behalf, appointed towards Satisfaction of what is due to him as aforesaid, **Then** the said B. Countess of S. and all and every the Person and Persons to whom any Use, Estate or Intail of or in the said Estate in the County of E. shall by Virtue of the Limitations in this Act contained, belong or appertain, shall have a Recompence and Satisfaction or Repayment of and for all and singular such Sum and Sums of Money that shall be so raised, levied, received and recovered, for the Use, Benefit and Behoof of the said J. Earl of D. his Executors, &c. out of the Manors, &c. in the said County of C. hereby limited in Use to the said J. Earl of B. and Lady P. B. **And it is hereby Enacted**, That the same Manors, Lands and Hereditaments in the said County of C. shall be charged with and made liable to, and the same are hereby charged with and made liable to such Recompence, Satisfaction or Repayment accordingly. **Provided also**, That nothing in this Act contained shall be construed, or taken to prejudice, lessen, defeat or prevent the Recovery of the said several Annuities of 50*l.* a Year a-piece given by the Will or any Codicil of the said R. late Earl R. unto the said K. D. and her Daughter for their respective Lives, out of the said Estate and Premises in the said County of C. hereby vested in the said R. Earl of O. and Earl M. and his Heirs upon the Trusts aforesaid, nor to prejudice or defeat the said Devise of H. Farm in the said County of C. unto the said R. S. for his Life; but the said Annuities, so far as they may charge the said Estate in the said County of C. and the said last mentioned Devise shall be, and are hereby ratified and confirmed unto them the said K. D. and K. D. her Daughter, and R. S. respectively; any Thing, &c. notwithstanding. **And it is hereby further Enacted** by the Authority aforesaid, That all the Household Goods and Furniture of the said R. late Earl R. appointed by his said Will to go along with his Capital Seat of R. S. shall continue there as Heir-Looms to go with the said Capital Seat for ever, for the Benefit of such Person or Persons for the Time being, who shall enjoy the said Capital Seat by Virtue of the Limitations in this Act mentioned; **Saving** to the King, &c. and to the several Lessees and Tenants of any Part of the Estates hereby vested as aforesaid, in respect of their several Leases and Interests, and to all and every other Person, &c. their respective Heirs, &c. (other than the said F. Earl of S. and B. Countess of S. J. Earl R. and the Lady P. B. their respective Issues, Descendants, Heirs and Assigns) all such Estates, &c. herein before vested and settled in and upon the said R. Earl of O. and Earl M. his Heirs and Assigns for the Purposes herein mentioned, as they, every or any of them had before the passing of this Act, or should or might have had or enjoyed, in case this Act had never been made.

Earl of D. to be in Possession of Estate in E. until 5020*l.* be paid to him.

Proviso in case the 5020*l.* be raised, the Tenant in Tail shall have Recompence out of the Estates in C.

This Act not to defeat Annuities granted by E. Earl R.'s Will.

Heir-Looms to continue.

Saving, &c.

Fourthly, For exchanging Estates.

An Act for the Exchange of certain Lands in the several Parishes of — in the County of W. between the Governors of the Hospital commonly called the Charter-House, and T. B. of S. in the County of W. Esq;

Recital, That the Governors of an Hospital are seised of Lands in Fee in W.

Whereas the Honourable Governors of the Lands, Possessions, Revenues and Goods of the Hospital of, &c. within the County of M. at the humble Petition and only Costs and Charges, of T. S. Esq; are seised in Fee, of and in several Messuages, Lands and

and Tenements in the Parish of *W.* in the County of *W.* And whereas *T. B.* of *S.* in the County of *W.* Esq; did by Indentures of Lease and Release, dated, &c. settle and convey unto the Honourable *R. P.* Esq; then one of the Barons of her Majesty's Court of Exchequer at *Westminster*, and *E. E.* of, &c. Esq; and to their Heirs, several Messuages, Lands and Tenements in the said Parish of *W.* and in *L. T.* in the said County of *W.* To the Use of the said *T. B.* for Life, with Remainder to the said *R. P.* and *E. E.* and their Heirs, for preserving the contingent Remainders therein after limited from being defeated; with Remainder to *E. W.* now *B.* for Life for her Jointure in Lieu of Dower; with Remainder to the Use of the first and other Sons of the said *T. B.* on the Body of the said *E. W.* now *B.* to be begotten, and of the Heirs Male of the Body of such first and other Sons; with Remainder to the said *T. B.* his Heirs and Assigns for ever: And whereas the said Governors and the said *T. B.* (their said Estates lying at present in Part intermixed) in order to improve their said several Estates, and to lay them intire and distinct, have mutually agreed to make Exchanges of Part of their said respective Estates with each other, in the Manner herein after particularly mentioned, which will tend to the Advantage of the said Parties: And whereas the said Exchange, (though for the Benefit of the said Parties) by Reason of the Inability of the said Governors to make any Grant or Conveyance of any Part of their Estates, and of the said Settlement made by the said *T. B.* cannot be made effectual and binding in Law, without the Aid and Assistance of an Act of Parliament: **Wherefore,** and to the End the said Messuages, Lands and Tenements herein after particularly mentioned to be respectively given and taken in Exchange to and by the said Parties, may be fully and absolutely vested in the said Parties respectively, according to their said Agreement, and for removing all Difficulties and Objections relating thereto; your Majesty's most dutiful Subjects, the said Governors and the said *T. B.* and *E. B.* most humbly beseech your Majesty, That it may be Enacted; **And be it therefore Enacted** by, &c. **That** all that Messuage called *C. H.* with the, &c. and also, &c. All which last mentioned Premises are now in Possession of the said *T. B.* or his Under-tenants; and the same, together with all other the said Premises are situate, &c. in the several Parishes of *W.* and *L. T.* in the said County of *W.* aforesaid, or in one of them, and do all lie intirely together, and are bounded by, &c. (belonging to the said Governors of the *Charter-house*) and *B.* to the South, &c. with their and every of their Rights, Members and Appurtenances, shall, from and after the — Day of, &c. be vested in and settled upon, and the same are hereby vested in and settled upon the said Governors of the Lands, Possessions, Revenues and Goods of the Hospital of King *James* founded in the *Charter-house* within the County of *M.* at the humble Petition and only Costs and Charges of *T. S.* Esq; and their Successors, freed and discharged and absolutely acquitted, exempted and indemnified of, from and against all Claims and Demands of the said *T. B.* the said *E. B.* and the first and other Sons of the said *T. B.* and *E.* his Wife, and the Heirs Male of such first and other Sons, and the right Heirs of the said *T. B.* and of, from and against all and every Person or Persons claiming or to claim by, from or under the said Indentures of Settlement, dated, &c. and by, from and under the said *T. B.* and *E.* his Wife, and the Heirs of the said *T. B.* **And also** all that Capital Messuage called *S. H.* of the said Governors, with the, &c. all which Premises of the said Governors are situate, lying and being in *S.* in the Parish of *W.* aforesaid, and now are in the Possession of the said Governors, or their Under-tenants; and the same Premises, together with the Freehold Lands of the said *T. B.* are bounded, &c. with their and every of their Rights, Members and Appurtenances, shall, from and after the — Day of, &c. be vested in and settled upon, and the same are hereby vested in and settled upon the said *T. B.* for his Life; with Remainder to Sir *M. E.* Bart. Heir of the said *E. E.* (which said *E. E.* survived the said *R. P.*) and to his Heirs, for the Life of the said *T. B.* in Trust for preserving the contingent Remainders herein after limited; with Remainder to the said *E. B.* for Life, for her Jointure, in Lieu and Bar of all Dower; and after the Decease of the Survivor of them the said *T. B.* and *E.* his Wife, **To the Use and behoof** of the first and other Sons of the said *T. B.* on the Body of the said *E. B.* to be begotten, and of the Heirs Male of his Body of such first and other Sons; the Elder of such Sons, and the Heirs Male of his Body issuing, being always preferred and to take before the Younger of such Sons and the Heirs Male of his and their Body and Bodies issuing; with Remainder to the Use of the said *T. B.* his Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted and indemnified of, from and against all Claims and Demands of the said Governors, of the Lands, Possessions, Revenues and Goods of the Hospital of King *James*, founded in the *Charter-house* within the County of *M.* at the humble Petition and the only Costs and Charges of *T. S.* Esq; and their Successors, and of, from and against all and every Person and Persons claiming or to claim by, from or under them; **Saving** always to the King, &c. and to all and every other Person, &c. (other than the said *T. B.* and *E.* his Wife, and the said Sir *M. E.* in respect of the said Trust Estate, and the first and other Sons of the said *T. B.* to be begotten on the Body of the said *E.* his Wife, and the Heirs Male of their respective Bodies, and the

Settlement of other Lands in *W.* and *L. T.* to the Use of *T. B.* for Life; Remainders in Trust to preserve contingent Remainders, &c.

Agreement to exchange.

Necessity of an Act.

Enacted, That the Messuages, &c. shall be vested in the said Governors and their Successors.

And that the Premises of the Governors shall be vested in *T. B.* for Life; Remainder, &c.

Saving, &c.

right Heirs of the said *T. B.* and the said Governors of the Lands, Possessions, Revenues and Goods of the Hospital of King *James*, founded in the *Charter-house* within the County of *M.* at the humble Petition and only Costs and Charges of *T. S.* Esq; and their Successors) all such Estate, Right, Title, Interest, Claims and Demands whatsoever, of, in and to the said Messuages, Lands and Tenements in *W.* and *L. T.* aforesaid, vested and exchanged by this Act, as they, every or any of them had before the passing this Act, or would or ought to have had and enjoyed, in case the same had never been made.

Fifthly, To Inclose and make Partitions of Common.

See more concerning Partitions in the next Act.

An Act to inclose the Common Fields and Commons of S. in the County of B.

Common
Fields and
Commons.
Proprietors.

Rights of
Common.

Rights in the
Fields inter-
mixed.
Disputes.

Impoverished.
The Com-
mons of little
Advantage,
capable of Im-
provement.
Agreement to
divide and in-
close (except
by one Pro-
prietor.)

Enacted, That
they be divi-
ded by Com-
missioners.

Allotments to
be inrolled.

Whereas there are five common Fields, called the *U. Field*, *L. Field*, *B. Field*, the *H. Field* and *W. Field*, and three Commons called *C. H.* and *T.* containing, &c. or thereabouts, Parcel of the Manor of *S.* in the County of *B.* of which Manor Sir *J. S.* Bart. is Lord, and is also Patron of the Rectory or Church of *S.* aforesaid, and seised of the greatest Part of the said Commons and Common Fields, and the other Part thereof is divided between the Reverend *J. P.* Rector of the Parish Church of *S.* *C. B.* *C. V.* *E. H.* *J. S.* *R. S.* *T. E.* *J. B.* and the Reverend *T. D.* Clerk: **And whereas** every Proprietor has a Right of Common over the Common Fields and Commons, in Proportion to his respective Part or Share, and no other Person has any Right or Title whatsoever to the said Commons or Common Fields: **And whereas** the several Lands of each Proprietor lie intermixed and dispersed over the whole Field in small Parcels, which by long Experience has been found very detrimental and inconvenient to the said Proprietors, and has often occasioned Disputes among them: **And whereas** the said Common Fields, by being kept in constant Tillage, and by the great Difficulty and Expence of carrying Soil and Manure to so many different and distant Places, and for want of inclosed Ground to keep a Stock of Cattle, are greatly impoverished, and as they are now used and occupied, incapable of any Improvement: **And whereas** the said Commons called *C. H.* and *T.* are now of little Advantage to the Proprietors, being grown over with Furze and Heath, but if the same were divided and inclosed, and the respective Proprietors at Liberty to convert the same into Tillage, might be greatly improved: **And whereas** the said Sir *J. S.* and *J. P.* and all other the Proprietors (excepting the said *T. D.*) have agreed to divide and inclose the said Commons and Common Fields, and to assign to every Proprietor his Share and Proportion according to his respective Interest, and that each and every of them will accept and take such Proportion and Share therein as shall be set forth and assigned by Authority of Parliament, and shall fence and hedge in the Share and Dividend so to be assigned, and keep the Fences so to be made in good Repair, and enjoy the Parts so to be respectively assigned, in Severalty and as separate and distinct Farms, in Respect and Lieu of the Lands and Right of the Common which they now enjoy, with Liberty of Plowing the same, which will very much tend to the publick Good, as well as the mutual Advantage of all Parties concerned therein: **Therefore** for making such Improvement as aforesaid, the said Sir *J. S.* together with the Rector and other Proprietors of the said Manor and Parish of *S.* do respectively, and in most humble Manner, beseech your most excellent Majesty, That it may be Enacted, **And be it Enacted** by, &c. That the said Common Fields, called the *U. Field*, the *L. Field*, *B. Field*, the *H. Field* and *W. Field*, and Commons, called *C. H.* and *T.* shall before, &c. at the proper Costs and Charges of the said several and respective Proprietors, be allotted and divided by the Honourable *C. B.* Doctor of Laws, *N. T.* Doctor in Divinity, *R. P.* Esq; *A. B.* Esq; *K. S.* Esq; *F. W.* Esq; *F. J.* Senior of *S.* Esq; Mr. *J. G.* of *C.* and Mr. *W. D.* Senior, of *B.* Commissioners appointed by this Act, or the Survivors of them or any five or more of them, unto and amongst the said several Proprietors in Proportion to their respective Interests, and to the Lands they now enjoy; and that each Proprietor shall hold and enjoy his Share and Part in Severalty, and as a separate and distinct Farm, and shall have the same Estate and Interest in the Part so to be allotted, as he or they respectively now have in the Estate and Lands, in respect and lieu whereof such Allotments are to be made; and shall fence, hedge in and inclose the same, in such Manner and Proportion as the said Commissioners, or the Survivors of them, or any five or more of them, shall at the making of such Allotment direct and appoint; and that the aforesaid Allotments, and the Estates, and the Condition of the Estates, whereby each Person is intitled to his Allotment, shall be at the like Costs and Charges made in Writing, and shall be inrolled at the General Quarter-Sessions to be held for the said County of *B.* **Provided nevertheless,** that any

any Thing herein contained shall not extend, or be construed to extend, to give unto the said Commissioners, or any other Person or Persons whatsoever, any Power or Authority in giving any undue Preference, or the preferring one before another to any of the Parties concerned in respect to their Allotments or Shares on the said Commons or Common Fields or New Inclosure; and that the said Commissioners in making their Allotments, shall have Regard to the Goodness and Situation, as well as to the Quantity of the Lands to be assigned; and shall allot to each Proprietor his Share and Part, so that it may be contiguous and lie together, or as near as conveniently may be. **And whereas** great Hurt and Damage may happen unto the Planting and Setting Quick-wood or any other Wood, for the Fencing in any Part or Parcel of the said New Inclosure, by Sheep or Cattle going in any of the Lanes or Roads which are to be left by inclosing the said Commons or Common Fields; **Therefore be it Enacted** by the Authority aforesaid, That any Proprietor or Owner of any of the said New Inclosure, shall have full Liberty for and during the Term of seven Years from and after the said — Day of, &c. to erect and set up any Gate or Gates across any Part or Parts of the Roads or Lanes against his or their Lands, for keeping out Sheep and Cattle, to prevent their destroying any Quick-wood, or other Wood or Fence, which shall be planted for inclosing any Part or Parcel of the said Commons or Common Fields as aforesaid; they the said Proprietors of the Lands disclaiming all Right or Property to and in the said Lands bounded by the Gates to be erected and set up. **And whereas** it is requisite some convenient Time should be fixed for the Proprietors to accept of their Allotments or Shares, which shall be made by the Commissioners appointed by this Act, in Manner above mentioned; **Be it Enacted** by the Authority aforesaid, That the said Commissioners or the Survivors of them, or any five or more of them, shall within six Kalendar Months after such Time as they shall have admeasured the said Commons and Common Fields, and declared the Number of Acres contained therein, divide and assign unto and amongst the said several Proprietors of the said Commons and Common Fields, their respective Allotments and Shares; which several Allotments or Shares the said Proprietors shall accept, have, hold and enjoy as aforesaid, and shall fence and inclose the same in such Manner, and in such Time as the said Commissioners or the Survivors of them, or any five or more of them, shall direct or appoint; and if any Difference shall arise touching the sowing, laying down, accepting or inclosing the said respective Shares, or touching any Allowance or Satisfaction to be made for the growing of Corn, or for Manure, or concerning any Interest of the said Proprietors, the said Commissioners, or any five or more of them, shall have full Power and Authority, and are hereby Impowered and Authorized to hear and finally determine the same. **Provided always, and be it further Enacted**, That the Executors, Guardians or Trustees of any Person or Persons under Age, or otherwise incapable by Law to accept of such Allotments as shall be made by the said Commissioners, are hereby enabled and required to accept thereof, for the Use of such Person or Persons, as if the said Persons had been of Age, or capable of acting for themselves. **And be it further Enacted** by the Authority aforesaid, That the said Commissioners appointed by this Act, or any five or more of them, shall lay out, assign and allot (in such Place or Places of the said Commons and Common Fields so to be inclosed as aforesaid) as they shall judge most proper, fit and convenient Roads and Passages for all Persons and Carriages passing through the same; which Roads and Passages shall not be less than 20 Feet of Assize in Breadth, to the End two Carts or Carriages may pass and repass therein at one and the same Time. **And be it further Enacted** by the Authority aforesaid, That the said Commissioners, or any five or more of them, shall ascertain and appoint the publick and private Highways or Roads already made or to be made on the said Commons, Common Fields, or New Inclosure, (with the Assize or Breadth of each of them respectively, so that the Breadth of the said publick Roads shall remain 30 Feet wide, and the other Roads 20 Feet wide at least) under their Hands and Seals; the same to be inrolled at the said General Quarter-Sessions; And that it shall not be lawful for any Person or Persons hereafter to use any other Way or Roads over the New Inclosure, either on Foot or with any Horse, Mule or As, or with any Coach, Calash, Chariot or Chaise, or with any Waggon, Cart or other Carriage, but such Highways or Roads as the said Commissioners shall so ascertain and appoint as aforesaid. **Provided nevertheless**, That nothing in this Act contained, shall be construed, deemed or taken to impower or give Liberty to the said Commissioners, or any of them, to stop or turn any of the present High Roads leading over the said Commons or Common Fields, or to appoint how or by whom the same or any of them shall be repaired; but that the same shall from Time to Time be amended and repaired by such Persons as shall be interested in the said Commons, Common Fields or New Inclosure, in Proportion to their respective Shares or Interests therein. **Provided always, and it is hereby Declared and Enacted**, That the said Rector of the Parish Church of S. and his Successors, shall at all Times hereafter have, receive and take all such or the like Tithes yearly issuing or arising from or out of any of the Lands agreed and hereby Enacted to be inclosed as aforesaid, as the said Rector is now intitled to have, receive and take

Commissioners not to prefer one before another.

Proprietors may erect Gates to preserve Fences.

Allotments, when to be accepted.

Differences how ended.

Executors or Guardians of Infants may accept Allotments.

Roads, how made, &c.

Tithes.

New Com-
missioners,
how to be ap-
pointed.

Notice of
Commission-
ers meeting.

This Act not
to revoke any
Deed, &c.

Saving, &c.

take from or out of any Lands within the said Parish; and that an Allotment shall be made to and for the Use and Benefit of the said Rector and his Successors, in respect of the Glebe-Land belonging to the said Rector, and his Right of Common in respect thereof, in like manner as other Allotments are hereby directed and enacted to be made to the other Proprietors of Lands within the said Parish as aforesaid. **And it is hereby further Enacted** by the Authority aforesaid, That upon the Death of any of the Commissioners, or of any new Commissioners to be appointed in their stead, the Persons who for the Time being shall be interested in the said Commons, Common Fields or New Inclosure, or the major Part of them in Number and Value, shall from Time to Time within two Months after the Death of any Commissioner or Commissioners, by Writing under their Hands and Seals, appoint one or more new Commissioner or Commissioners, not interested in the said Commons, Common Fields or New Inclosure, in the room or stead of every Commissioner dying as aforesaid; which Commissioner or Commissioners so to be appointed, shall have the like Powers and Authorities, by Virtue of this Act, as the Commissioners in whose Places they shall succeed, were severally invested with; provided the surviving Commissioners, or the major Part of them, shall, from Time to Time, give publick Notice in the Parish Church of S. aforesaid, of the Time and Place of every such Meeting, for the Appointment of any new Commissioner, at least ten Days before the same; every of which Appointment of any new Commissioner or Commissioners shall be inrolled at the said Quarter-Sessions within three Kalendar Months next after the making of such Appointment. **Provided always**, That the said Commissioners, or the Survivors of them, or any five or more of them, shall and are hereby obliged to give Notice in the said Parish Church of S. of the Time and Place of every Meeting of the said Commissioners for the Execution of all or any of the Powers hereby vested in them, and of the Business to be done at such Meeting, at least ten Days before the same meetings respectively. **Provided always, and be it further Enacted** by the Authority aforesaid, That this Act, or any thing herein contained, shall not extend, or be construed, deemed, adjudged or taken, to revoke, make void, or in any wise alter any Deed or Deeds, Settlement or Settlements, Limitation or Limitations whatsoever; but that each and every Proprietor shall stand and be seised of the said Allotments or Shares so to be assigned to and accepted of by him or them, to the same Use and Uses, and subject to the same Limitations, Estates, Trusts and Interests, as he or they did of the respective Parts and Shares which they enjoyed before the making of this Act, and in Lieu whereof such Allotments are made; any Thing herein contained to the contrary thereof in any wise notwithstanding; **Saving** to the King's most excellent Majesty, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her and their Heirs and Successors, Executors and Administrators respectively (other than and except the said Sir J. S. J. P. and the said other Proprietors of the said Commons and Common Fields, their Heirs, Successors, Executors and Administrators) all such Estate, Right, Title and Interest, as they, or any or either of them had, or might have had, if this Act had never been made; **Saving also** to the Right Honourable M. Earl of A. his Heirs and Assigns, all such Royalities, Estate, Right, Title and Interest in, to and out of all and singular the Premises by this Act intended to be inclosed, as he or they had, or might have had, in Case this Act had not been made.

Sixthly, To confirm Deeds, Wills, Estates, &c.

An Act for Confirming and Establishing the Partitions made between W. P. Esq; (since deceased) and the Honourable C. E. Esq; and others, of several Manors and Lands in the Counties of S. K. and S. and to enable W. and S. P. Infants, to make Partition of Lands in other Counties, and to sell the same, and purchase other Lands to be settled to the same Uses; and for rectifying a Mistake in the Marriage Settlement of W. Q. Esq;

Recital,

that Lands in
S. K. T. E.
G. H. and L.

descended to
C. late Lady
N. A. late
Viscountess
B. &c.

Whereas the Right Honourable A. late Countess of O. deceased, who was the surviving Daughter and Heir of P. late Viscount B. the younger, deceased, who was the only Son and Heir of P. late Viscount B. the elder, deceased, was in her Life-time seised in Fee-simple of and in divers Freehold Manors, &c. in the Counties of S. K. T. E. G. and H. and in the City of L. and in or about, &c. died thereof so seised, without Issue; and the Reversion thereof expectant on the Death of the Right Honourable A. late Earl of O. deceased, who was thereof Tenant for Life, and died in or about the Year, &c. descended and came to her four Aunts; that is to say, C. late Wife of H. Lord N. afterwards Marquis of D. deceased, A. late Viscountess B. deceased, M. late Countess of A. deceased, and E. late Wife of the Right Honourable F. Lord D. and afterwards created Countess of S. and also deceased. **And** *whereas*

whereas by the Death of the said C. late Lady N. her Right, Title and Interest of, in and to on Death of One Fourth Part of the said Premises descended and came to and between her two Daughters, A. Lady N. $\frac{1}{4}$ Lady R. deceased, and the Lady G. P. deceased, that is to say, to each of them a Moiety of descended to her Daughters Lady R. the said Fourth Part: **And whereas** W. Q. of, Esq; is intitled unto the said whole her Daughters Lady R. Eighth Part of the said Lady R. of, in and to the said Manors, Messuages, Lands, Tene- and Lady ments, Hereditaments and Advowsons in the said County of S. **And whereas** J. R. of, Esq; G. P. is intitled unto the said whole Eighth Part of the said Lady R. of, in and to the said Ma- W. Q. intitled to $\frac{1}{8}$ of nors, Lands and Premises in the said Counties of K. and S. **And whereas** W. P. of, Esq; Lady R.'s Part. is lately deceased, did claim the said whole Eighth Part belonging unto the said Lady G. P. J. R. intitled to the other $\frac{1}{8}$ of her Part. of and in the said Manors, Esq; and did convey all his Right therein to the Honourable H. P. W. P. claimed the said $\frac{1}{8}$ belonging to Lady G. P. and which is claimed by the Honourable A. P. of W. Widow, the Honourable Dame J. B. of the P. near W. Widow, J. M. and C. M. Esqrs. $\frac{1}{4}$ belonging to the Countess of O. descends to her Daughters. and the Honourable Dame M. B. of the City and County of the City of C. Widow, Mother of Sir R. B. of the H. in the County of L. Baronet; that is to say, to each of them a Fourth Part of the said Fourth Part; which undivided Share of the said A. P. is now settled upon her the said A. P. for her Life, and afterwards upon the Sons of the said W. P. successively, in Tail Male, who are two, W. and S. Infants, under the Age of One and twenty Years; with a Remainder to the Heirs of the Body of the said A. Remainder to her own right Heirs; and the said undivided Share of the said Dame M. B. is claimed and enjoyed by the said Sir R. B. **And whereas** the said W. Q. is also intitled unto the Fourth Part of the said Manors, Esq; in the said County of S. whereof the said late Countess of O. died seised as afore said, belonging to the said late Countess of A. all which said undivided Share or Parts of him the said W. Q. were settled upon his Marriage with B. his now Wife, Daughter of M. R. of C. in the County of S. Esq; **And whereas** A. A. of L. Widow, is intitled unto the said Fourth Part of the said Manors, Esq; in the said County of S. whereof the said late Countess of O. died seised as afore said, belonging to the said late Countess of S. **And whereas** the two remaining Fourth Parts of the said Manors and Premises in the said Counties of K. and S. whereof the said late Countess of O. died seised as afore said, belonging to the said late Countess of A. and the said late Countess of S. are claimed by the said J. R. R. K. of, Esq; and P. G. of, Esq; Dr. in Physick, and E. his Wife: **And whereas** by Indenture *Oblatilis*, bearing Date, Esq; between the said W. Q. of the First Part, the said W. P. (since deceased) of the second Part, the said C. E. and E. his Wife, the said A. P. the said Dame J. B. and Sir R. B. of the third Part, the said A. A. of the fourth Part, the Most Noble B. Duchess of C. and the Right Honourable T. Earl of S. of the fifth Part, the said Dame M. B. of the sixth Part, E. R. of, Esq; Gent. of the seventh Part, and J. A. of, Esq; Gent. of the eighth Part, (which said Duchess of C. the Earl of S. E. R. and J. A. are, together with some other of the said Parties, intitled to divers Copyhold Lands, lying intermixt and usually held with the said Manors, Lands and Hereditaments in the said County of S. intended by the same Indenture to be divided,) **It is therein witnessed**, that they the said W. Q. W. P. C. E. and E. his Wife, A. P. Dame J. B. Sir R. B. and A. A. had caused a Division to be made of the said Freehold Manors, Esq; in the said County of S. with their Appurtenances, into four equal Parts, which said four Parts were subdivided into eight equal Parts, for the Convenience of such of the Parties as had not a full fourth Part in the Premises; which said Division is intitled, *The Division of all the Freehold Manors, Messuages, Farms, Advowsons and Hereditaments in the County of S. intended to be divided into four equal Parts; which said four Parts are subdivided into eight equal Parts, and is otherwise described in the same Indenture, and is contained in an ingrossed Schedule thereunto annexed: And it is thereby agreed* by all the Parties to the said Indenture, who had any Part or Share in the Freehold Manors, Esq; intended to be divided, that the several Parts or Shares mentioned in the Schedule afore said should be writ in Scrolls, and inclosed in Balls of Wax of an equal Size, and drawn by Lots, and afterwards openly read and delivered to the several Persons interested, and Memorandums made in Writing in the Margin of the said Schedule or Division annexed, over-against the Part or Share of the Premises which belongs to the Persons for whom the same were drawn, thereby expressing and declaring to whom that particular Share and Part of the Premises is, in Manner afore said, allotted; the Rules and Methods of such Drawing being therein more particularly described; and that the same should be and remain as a full and perfect Partition and Severance amongst and between the said Parties, of all the said Manors, Esq; thereby intended to be divided. **And it is** in and by the said Indenture **agreed** between the said Parties thereto, who were intitled to any Interest in the Freehold

The Lots
drawn and
delivered.

Deed of Ex-
change.

After the Di-
visions the
Parties en-
tered, &c.
Necessity of
this Act of
Confirmation.

Enacted,
that the Par-
titions be con-
firmed ;

Subject, &c.

Free, &c.

G. P.'s 8th
Part to be held
in Severalty
till the Claim
is determined.

The recited
Deeds con-
firmed.

hold Premises respectively, and for their respective Heirs, Executors and Administrators, That the said Partition and Division of the Premises so to be made as aforesaid, shall be taken to be as good, effectual and unavoidable in Law, to all Intents and Purposes whatsoever, as any Division or Partition might or could have been made in any Manner of Ways whatsoever or howsoever, and with such other Covenants and Agreements between the said Parties, for the better establishing and confirming such Division and Partition, as in the same Indenture are contained. **And whereas** the said several Lots were impartially, and to the Satisfaction of all the said Parties therein concerned, drawn and delivered to, or to the Use of, the several Persons intitled to the same by Virtue of such Drawing and Delivery, and were written in the Margin of the said Schedule or Division to whom the same did belong, pursuant to the said Indenture : **And whereas** by certain Articles of Agreement indented, made and concluded upon the, &c. between the said C. E. and E. his Wife, the said A. P. Dame J. B. Sir R. B. W. P. (since deceased) and H. B. of, &c. Gent. of the first Part, the said J. R. of the second Part, and the said R. K. P. G. and E. his Wife, of the third Part, (reciting as therein is recited,) **It is agreed** by and between all the said Parties to the said recited Articles of Agreement, That the said several Parties in the said recited Articles named, should respectively severally hold, receive and take for their several full Sares and Parts of the said Manors and Premises in the said Counties of K. and S. the several Messuages, Farms, Lands and Hereditaments in the said recited Articles particularly described and agreed to by the said Parties to the same recited Articles, to be severally and respectively held, subject to such Covenants and Agreements as are therein mentioned, for the better establishing and confirming such Partition, as by the said recited Articles, Relation, &c. **And whereas** after such Divisions made, as aforesaid, the said Parties respectively have severally entered into the several Farms, Lands and Hereditaments so allotted to them respectively, and have ever since continued to receive the Rents thereof severally. **And whereas** by Reason of the Non-age of the said W. P. and S. P. and other Disabilities in some of the said Parties, in Respect of their Estates, or otherwise, the said Partitions or Divisions made by the said recited Indenture and Articles cannot be confirmed, and the said several Parties hold and enjoy their several Shares of the said Manors, &c. severally allotted to them, according to the true Meaning of the said Indenture and Articles, for such Estates and Interests therein, and subject to such Trusts, Provisoos and Incumbrances respectively, as the said Parties respectively at the Time of such Division did hold or claim their undivided Shares or Proportions respectively, without the Aid of an Act of Parliament ; which is to the great Damage of the said Parties, in Respect of their not being able to improve the said Manors, Lands and Hereditaments, so long as they are undividedly held ; for Remedy whereof, and for confirming the said Divisions and Allotments, **May** it therefore please your Majesty, at the humble Petition of the said W. Q. and M. R. in Behalf of W. Q. an Infant, Son of the first named W. Q. and Grandchild of the said M. R. R. B. C. E. and E. his Wife, A. P. Dame J. B. Sir R. B. and A. A. J. R. R. K. P. G. and E. his Wife, That it may be Enacted, **And be it Enacted** by, &c. That the said Partitions, Divisions and Allotments as the said Freehold (and not Copyhold) Manors, &c. in the said Counties of S. K. and T. so severally divided, set out and allotted to the said respective Parties in and by the said Schedule to the said first mentioned Indenture annexed, and in and by the said recited Articles, **shall be, and are hereby** severally ratified and confirmed to them respectively, or those rightfully claiming, or which may rightfully claim the same respectively, according to their Estates or Interests therein respectively, subject to the Proviso next herein after mentioned ; and shall accordingly be held and enjoyed in Severalty, **subject** and liable to the same Trusts, Uses, Estates, Settlements, Charges and Incumbrances to which the same undivided Parts or Shares at the Time of the said Partitions or Divisions were, or since are, subject or made liable to, or can be affected with ; **and** that every Part of the said divided Shares, Parts or Lots, shall be respectively separately held free from all Settlements, Charges and Incumbrances of any of the other Owners, of any other of the said Parts and Shares respectively, wherewith they had respectively charged their several and respective Parts and Shares whilst the same remained undivided, so that each Share, Lot or divided Part, subject to its own Incumbrances only, shall continue and remain to all Intents and Purposes, instead of and as the said undivided Parts respectively were at the Time of making such Division. **Provided, and it is Enacted**, That the said Eighth Part of the said Lady G. P. is to be, and shall be held and enjoyed in Severalty by such Person and Persons who now have, or who, on the final Determination of the Claims of the said Persons claiming the same, shall appear to have Right thereto for such Estate and Estates as they shall so respectively appear to have therein. **And it is hereby further Enacted**, That the said first recited Indenture, and the Schedule thereof, and Division thereby made, as touching and concerning the Freehold (and not Copyhold Manors) Lands and Hereditaments therein mentioned, and the said recited Articles, and the Partition and Division thereby made, and the Covenants and Agreements therein contained, shall be, and are hereby ratified and confirmed in all Things according to the true Intent and Mean-

Meaning of them respectively; **And** for the better preserving the said recited Indenture and Schedule thereof, and the said recited Articles, for the Benefit of all the Persons that are or may be concerned therein, it is hereby directed that the same respectively be inrolled in the and directed Rolls of the High Court of Chancery; and that the said first recited Indenture and Schedule, to be inrolled, and Articles or Copies thereof from such Inrolments, shall and may be given in Evidence, and allowed in all Courts of Law and Equity. **And whereas** one eighth Part of the said Manors, One 8th of the Premises in S. fell upon Sir R. B. and A. P. whose Share therein being, as before is mentioned, settled after her Decease upon the said Sons of the said W. P. being Infants, and A. P. cannot be divided, nor can there be any Division or Partition made of the Residue of the said whose Share cannot be divided. Manors, Messuages, Lands and Hereditaments, late the Estate of the said A. Countess of O. in the Counties of E. G. H. and the City of L. which came and descended as aforesaid, by Reason of such Infancy of them the said W. P. the Son, and S. P. nor can the same be sold Nor can there be any Partition of the Residue of the late Estate of the said Countess of O. in E. G. H. and L. though greatly for the said Infant's Benefit, whereby great Inconveniences will arise to the said Estate; whereas if the same may be divided and Partition thereof made, it will be greatly for the Improvement of the said Estate, and for the Advantage of the said Infants, and all Persons interested: For Remedy whereof, **Be it further Enacted** by the Authority aforesaid, That all and every the Share and Parts of the said Manors, &c. in the several Counties aforesaid, and in the City of L. belonging to the said A. P. and settled upon the said Children of the said W. P. the Father (subject nevertheless to and without Prejudice of her Estate for Life therein) shall from henceforth be, and are hereby transferred unto, and vested and settled in and upon the Right Honourable W. Lord Viscount C. of the Kingdom of S. and the Honourable C. E. Esq, the Honourable H. P. Esq; and the said R. B. and their Heirs, to the Use of Enacted that the Premises settled on said Infants, subject to Estate for Life, shall be vested in Trustees to make Partition, and limit them to the Uses of the Infants, &c. them, their Heirs and Assigns, freed and discharged from all Intails, Settlements and Incumbrances whatsoever; **In Trust** nevertheless, that they the said W. Lord Viscount C. C. E. H. P. and R. B. and the Survivors and Survivor of them, and his Heirs, shall and do at any Time or Times, as soon as and when the several Parties shall agree, by Indenture or Indentures under their Hands and Seals, together with all and every, or any other the Person or Persons who are interested in any of the said Parts or Shares in the Premises aforesaid, make Partition and Division of the said Manors, Messuages, Lands and Premises, in all the several Counties and City of L. aforesaid not already divided; **And upon Trust** that they the said Trustees, or the Survivors or Survivor of them, do, by the same Indenture or Indentures of Partition, limit and appoint what Messuages, Lands, Tenements and Hereditaments, or what Part thereof shall be to and for the Use and Behoof of the said W. P. the Son and S. P. after the Decease of the said A. P. in Lieu of their respective Estates and Interests which they had respectively in the said Manors, &c. whilst undivided; and that such Messuages, &c. as shall be allotted, limited and appointed as and for the separate Share and Part of the said W. P. and S. P. as aforesaid, (subject to the Estate for Life therein of the said A. P.) shall be to the same Uses, and be held and enjoyed by the same Person and Persons, and for the same Estate and Estates, and upon the same Trusts, and to and for such Intents and Purposes, as are now limited or settled of and concerning the said undivided fourth Part of a fourth Part of the Premises belonging to the said A. P. and to and for no other Use, Intent or Purpose whatsoever: **And also upon this further Trust**, that they the said W. Lord Viscount C. C. E. H. P. Trustees by the Approbation of a Master in Chancery may sell the Premises, and R. B. or the Survivors or Survivor of them, or the Heirs of the Survivor of them, do at any Time or Times, when and as it may be convenient, by and with the Approbation of one of the Masters of the High Court of Chancery for the Time being, either in the Life-time, or after the Decease of the said A. P. make or join in the Sale of the said Part and Share of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises in the several Counties aforesaid, and in the City of L. belonging unto the said A. P. and settled upon the said Children of the said W. P. the Father, to such Person or Persons as shall be willing to purchase the same, or any Part or Parts thereof, for the most Money, or best Price or Prices which can be reasonably had or gotten for the same; and shall and do with the like Approbation and purchase others, as aforesaid (after Deduction of all their Costs and Charges in passing this Act, and occasioned by the Execution of these Trusts, which the said Trustees are to retain to their own Use) lay out the Money arising upon such Sale or Sales as aforesaid in the Purchase or Purchases intirely, or in Parcels, of some Messuages, Lands, Tenements or Hereditaments in the Counties of N. Y. D. or L. or elsewhere in the Kingdom of England; and the same when purchased and settle the same to Uses. shall settle to the same, or the like Uses, and for the same Estate and Estates as the said Part and Share of the said A. P. in the said Manors, Messuages, Lands and Premises, are now settled or liable unto; and that such Purchaser or Purchasers so paying their Purchase-Money, shall be discharged from the same, and shall not be obliged to see the Application thereof, or Money arising by Sale to be secured till a Purchase made. be answerable for the Loss or Misapplication thereof: **And upon further Trust**, that until a Purchase can be found, shall and do with the like Approbation as aforesaid, lend or place such

Trustees not answerable for one another.
Recital of *W. Q.*'s Marriage-Settlement, and of a Mistake therein.

Desirous that the Lands in *H.* shall continue as now, but that Part of them in *S.* should be at *W. Q.*'s Disposal.
So Enacted.

Sir *R. B.*'s Lots shall remain the same as the undivided Share of Dame *M. B.* was at the Partition.

such Money arising by such Sale or Sales as aforesaid in the Exchequer, or in the Bank of England, or some other good Security or Securities at Interest, which Interest shall go and be paid in such Manner as the Rents and Profits of such Purchase or Purchases as aforesaid when made, are to go and be paid; **And** that the said Trustees shall not be answerable for the Loss of any Money that shall happen by Reason of the Failure of any Person or Security in whose Hands or upon which the same had been placed with such Approbation as aforesaid. **And whereas** upon the Marriage of the said *W. Q.* with the said *B. R.* by Indentures of Lease and Release, bearing Date, &c. the Release being made between the said *W. Q.* and *G. Q.* his Mother of the first Part, the said *M. R.* and *E. G.* of the second Part, Sir *T. L. Bart.* and Sir *W. C. Bart.* of the third Part, the said *B. R.* of the fourth Part, and *P. Q.* younger Brother of the said *W. Q.* of the fifth Part, certain Lands in the County of *H.* of the yearly Value of 250*l. per Ann.* were by Mistake, and contrary to the Agreement upon the Treaty of the said Marriage, settled upon Trustees (after the Determination of certain Estates for Lives) **To the Use** of the first and every other Son of that Marriage successively in Tail Male, with Remainders over, whereby the said *W. Q.* is disabled to make so ample a Provision for his younger Children as he may otherwise do: **And whereas** also the said fourth and eighth Parts of the said Manors, Lands, Tenements and Hereditaments in the said County of *S.* were settled upon the same Trustees (after the Determination of certain Estates for Lives) to the same Uses as the said Lands in the County of *H.* were limited: **And whereas** the said *W. Q.* *M. R.* and all the other Parties to the said Settlement, are desirous, willing and agreed, that the said Lands in the said County of *H.* shall continue settled to the same Uses they are now under, but that Part of the Lands in the County of *S.* of the like yearly Value, should be at the Disposal of the said *W. Q.* discharged from the Limitations in the said Marriage-Settlement; **Be it therefore further Enacted** by, &c. That all those several Farms and Lands now or late in the several Tenures or Possessions of, &c. called, &c. which said Lands are situate, &c. in the said County of *S.* which last mentioned Lands are Part of those allotted to the said *W. Q.* by the Division aforesaid, shall be absolutely and fully vested; and the same are hereby absolutely and fully vested in the said *W. P.* the Father and his Heirs, **To the Use and Behoof** of him the said *W. Q.* his Heirs and Assigns for ever, freed and discharged from all the Estates, Uses, Trusts, Provisions, Limitations, Remainders, Reversions and Contingencies limited, appointed or declared in the said *W. P.*'s Marriage-Settlement concerning the same; any Thing therein, or in this Act contained, to the contrary thereof in any wise notwithstanding. **Provided always, and be it Enacted** by, &c. That the Lots, Shares and divided Parts allotted to the said Sir *R. B.* by the said Indenture *Octopartite* and Articles aforesaid, shall nevertheless remain, continue and be in such Person and Persons, and for such Estate and Estates, and under and subject to such Trusts, Powers, Charges and Agreements, as the said undivided Share of the said Dame *M. B.* claimed by the said Sir *R. B.* as aforesaid, was at the making the said Partition subject and liable to; any Thing in this Act, or in the said Indenture *Octopartite* and Articles contained, to the contrary in any wise notwithstanding; **Saving, &c.** other than and except all and every Person and Persons claiming from, by or under the said *C.* Wife of the Marquis of *D.* the said *A.* Viscountess *B.* the said *M.* Countess of *A.* or the said *E.* Countess of *S.* or any of them, all their respective Right, &c.

An Act for confirming and making good the last Will and Testament of H. N. Esq; deceased.

H. N. seised of an Estate of Inheritance of about 1000*l. per Annum.* Of 550*l. per Annum*, Part thereof he was seised in Tail, pursuant to a Settlement, the rest in Fee simple. Intended by his Will to provide for his Daughters.
The Will.

Whereas *H. N.* late of, &c. Esq; having Issue by *K.* his Wife four Daughters, to wit, *A. K. J.* and *M.* and being seised of an Estate of Inheritance of and in divers Messuages, Farms, Lands and Tenements in the Counties of *M.* and *N.* of near the yearly Value of 1000*l.* Part whereof, to wit, about 550*l. per Annum*, the said *H. N.* as only surviving Son and Issue Male of *H. N.* his deceased Father (his two only Brothers *G.* and *W.* being both dead without Issue) was by Virtue of an Indenture of Settlement, bearing Date, &c. made between the said *H. N.* the Father of the one Part, and *W. S. Esq;* *J. N.* and *N. J. Gent.* of the other Part, seised of an Estate-tail, with the immediate Remainder thereof to himself in Fee, and the Residue thereof, being upwards of 400*l. per Annum*, the said *H. N.* the Son was seised of an absolute Estate in Fee-simple; and the said *H. N.* the Son being thus seised, and intending by his last Will (among other Things) to provide for his said Daughters, by giving plentiful Portions out of his said Estate to his said three younger Daughters, and by giving his said Estate, charged with the said Portions, unto his said eldest Daughter and the Heirs of her Body, with Remainders over successively in Tail to his said younger Daughters, did make and execute his last Will and Testament in Manner, and consisting of the Words and Figures following; that is to say, **In the Name of God, Amen.** I *H. N.* of, &c. do this,

this, &c. make, &c. First, I give and devise unto my most dear and affectionate Wife for her Annuity to the Widow.
Jointure, in Lieu and Satisfaction of her Title of Dower, in and to all my Hereditaments, one
Annuity or clear yearly Rent of 300*l.* of, &c. to be annually paid unto her and her Assigns, from
and after my Decease, during her Life, (without any Deduction for Taxes or any other Cause)
upon, &c. from and out of all that, &c. the first Payment thereof to be made on such of
those Days as shall first happen after my Decease; and my Will is, that if the said Annuity of
300*l.* or any Part thereof, shall be behind, &c. the my said Wife, &c. shall and may enter,
&c. and distrain, &c. And as to the Estate itself, of all and singular my said Hereditaments His Estate to
and Premises so charged with the said Annuity, I give and devise all the said Messuages, &c. Trustees for
unto my approved faithful Friends *R.V.* of, &c. Esq; *R.S.* of, &c. Esq; *G.S.* of, &c. and
T.W. of, &c. Esq; and unto their Executors, &c. for and during the Term of 20 Years
next ensuing my Decease, and from thence fully to be compleat and ended, without Impeach-
ment of Waste, upon such Trust and with such Condition or Limitation as is herein after de-
clared touching the same; and from and after the End or other Determination of that Estate, after that to
I give and devise the same Hereditaments unto my first Son, &c. and in Default of any Son of his first, &c.
mine, or Heirs of the Body of such Son, then I give and devise all and singular my said Here- Son.
ditaments (subject to my said Charge) unto my eldest Daughter *A.N.* and to the Heirs of her For Want
Body issuing; and for want of such Heirs, unto my second, &c. and for want of such Heirs, thereof to eld-
then I leave the Premises to descend to my right Heirs: And I do hereby declare, that the est, &c.
said Term or Estate for 20 Years, hereby before given unto the said *R.V.* *R.S.* *G.S.* and *T.W.* Declares the
their, &c. is upon Trust and Confidence, and to the Intent and Purpose that they, their, &c. 20 Years
shall and will by and out of the Rents, Issues and Profits of the Premises, levy and raise the Term is to
Sum of 2500*l.* a-piece of, &c. for each of my said three younger Daughters, and the like raise and pay
Sum for every Posthumate Daughter of mine (if any such shall be) for their several Portions, to the younger
be paid them as they respectively shall attain their respective Ages of 21 Years, or shall be Daughters
married, by the Consent of their Guardians herein after named, (or any two of them, whereof Portions,
their Mother, if surviving, to be one) at the Election of the said Guardians, and, until the
said Portions be paid, shall out of the said Rents, Issues and Profits, raise and pay to each of
them my said younger Daughters, for their respective Maintenance, the yearly Sum of 20*l.* and Mainte-
a-piece, until they attain their several Ages of 12 Years; and afterwards, as they shall respec- nance.
tively accomplish that Age, the Sum of 30*l.* per Ann. and shall also yearly raise and pay in Maintenance
like Manner, to and for my eldest Daughter for her Maintenance, the like successive Sums of of eldest
20*l.* and 30*l.* and if any such Son as aforesaid shall be born, and he or his Issue shall live till Daughter.
the attain her Age of 21 Years, that then my said Trustees shall raise for her 3000*l.* for her
Portion; all the said Maintenance-Sums to be paid Quarterly from and after my Decease; and On Death of
in Case any one or more of my said younger Daughters shall decease before such her Marriage Daughter Sur-
or her Attainment of her said Age of 21 Years, or if my said Hereditaments shall come to her vivor to have
immediately after the End of the said Term of 20 Years, by the Death of my said eldest her Portion.
Daughter without Issue, then my Will is, That the Portion of her and them so dying, or
coming to Possession, shall survive unto the rest of them my said younger Daughters. **Provided** Condition
always, and I do annex it as a Condition or Limitation to the said Portions hereby given to that younger
my said younger Daughters, That if any of them shall refuse to make and execute unto my Daughters
said eldest Daughter, or the Heirs of her Body, (or to such other of my said Daughters, who shall execute
by the Death of my said eldest Daughter without Issue shall then come to the immediate Inhe- any Deed of
ritance of the Premises by the Devise aforesaid) such Release or other Assurance of my said the Estate to
Hereditaments, whereby all her my said younger Daughter's Estate, Right, Title, Claim and the Elder.
Pretence whatsoever, both in Law or Equity in or to the Premises, or any Part of any of
them (otherwise than by Virtue of this my Will) shall be barred or extinguished, then the
Portion and Portions of her and them so refusing shall not be paid to her or them, but (if then
raised) shall be paid unto her that shall require or tender such Release. **Provided** likewise, **Provided** as to
and it is a Condition or Limitation by me annexed to the said Term of 20 Years hereby de- the Term be-
vised to my said Trustees, That as soon as the Occasion of my giving or raising that Term coming void.
(which was only for the providing Portions and Maintenances for my said Children as afore-
said) shall cease or be over, either by Payment thereof to be made or sufficiently secured (to
the Liking and Satisfaction of my said Trustees, or the Survivors or Survivor of them) by my
said eldest Daughter, or any other Person to whom the Remainder of the Premises imme-
diately expectant on the said Term by this Will shall belong, or by the Decease of my said
Daughters without Issue before the said Portions shall become payable, or by my said Trustees
raising the said Portions and Maintenances, or any otherwise howsoever, that then the said Oc-
casion being over (and they my said Trustees being also paid and reimbursed by Perception of
the said Rents and Profits, or otherwise, all such reasonable Costs, Charges and Expences as
they shall be put unto in the managing or executing the said Trust, or by Reason thereof) the
same Term of 20 Years shall cease, determine and become utterly void; unto each of them Residuary Le-
my gates Execu-
tors.

my said Friends and Trustees I give, &c. all the Rest and Residue of my Personal Estate, after my Debts paid and Funeral Expences discharged, I give and bequeath unto my dear Wife *K. N.* and my eldest Daughter *A. N.* whom I do make and appoint Co-Executors of this my last Will and Testament; and out of the great Opinion I have of the Justice, Prudence and Integrity of my said Trustees, I do make my Wife and them, and the Survivors and Survivor of them, Tutors and Guardians of all my said Children, hereby committing to my Wife and them the Custody and Tuition of my said Children, and the Care and Management of their Estates and Portions until they respectively shall attain their said respective Ages of twenty-one Years, or shall be married by such Consent as aforesaid; and for all Charges and Expences my said Trustees and Guardians shall be put unto in the acting in and managing of those Trusts, I would have a full Allowance made them. **In Witness,** &c. Which said Will the said *K. N.* Widow and Relict of the said Testator, did duly prove, as by the Probate thereof may more fully appear. **And whereas** the said *H. N.* sometime *H. N.*'s Death. after the making of his said Will, did depart this Life, having never revoked the said Will, Issue four and having no other Issue, either born in his Life-time, or after his Decease, saving only his Daughters. The Widow's said four Daughters: **And whereas** the said *K. N.* Widow and Relict of the said Testator, Agreement in hath agreed to and accepted of the said Rent-charge of 300*l.* per Ann. in Lieu and Bar of lieu of Dower. her Dower, or Thirds which she was intitled unto, out of all the said Lands and Tenements Controversies of her said late Husband: **And whereas** divers Controversies may arise upon the said Will, may arise on by Reason of Part of the said Testator's Estate being intailed, as aforesaid, under Colour Account of the whereof the said three younger Daughters may claim Title to three Fourths of such Part of the intailed Estate. Premises, as are intailed, as aforesaid, in Co-partnership with the said eldest Daughter, to whom all the same Premises, together with the said Fee-simple Estate, is devised, as aforesaid; Estates inter- whereupon several Suits may arise, concerning the Partition or Division of the said intailed mixed. Estate, which said Partition or Division cannot be made without great Difficulty and Expence, by Reason of the said intailed Estate lying intermixed and promiscuous with the Fee-simple Value of Por- Estate; and the Value of each of the said Estates will be considerably lessened, by the severing tions of three of the one from the other: **And whereas** the Portions of 2500*l.* a-piece, given by the said Will to the said three younger Daughters, as aforesaid, are of equal, if not greater Value, younger than their respective Shares would be of the said intailed Estate; so that the said Will of the Daughters. said *H. N.* the Testator, is for the Benefit of all his said Daughters, but the contesting of the said Will (if the same should hereafter happen) may occasion very great Suits, Mischiefs and Inconveniences to the whole Family: **And whereas** the said Portions, given by the said Will to the said three younger Daughters, are by the said Will expressly given and bequeathed The Will for to the said three younger Daughters, upon Condition, that the said three younger Daughters the Benefit of all the Daugh- should convey over and extinguish their respective Rights to the said Lands and Premises, ters is on Con- which said Conveyance, the said three younger Daughters are as yet incapable of making, by dition. Reason of their said Infancy; **Therefore** for the preventing of such Suits, Expences and Inconveniences as may probably happen to the said four Daughters of the said *H. N.* the Testator, in Case the Validity of the said Will be ever hereafter called in Question; **In** most humble Manner, your Majesties most obedient Subjects, the said *K. N.* Mother, and one of the Guardians of the said Daughters, and Executrix of the said Will, and the said *R. V. R. S.* *G. S.* and *T. W.* being the Trustees, and the other Guardians for the said Daughters the Infants, do on the Behalf of the said *A. K. J.* and *M. N.* the Infants, Daughters and Co-heirs of the Confirmation of the said *H. N.* the Testator, most humbly beseech your Majesty, that it may be Enacted, **And be it Enacted** by, &c. That the said last Will and Testament of the said *H. N.* the Testator, herein before mentioned or recited, and all and every the Clauses, Articles, Matters and Things therein contained, and all and every the Devises, Bequests and Limitations thereby made, are hereby confirmed, established and made good to all Intents and Purposes, both in Law and Equity; and that the said Messuages, Lands, Tenements and Hereditaments, shall from Time to Time be enjoyed under the said Will, discharged of the Estate-Tail, vested in the said *H. N.* the Testator, by Virtue of the said Indenture of Settlement. **Provided** al- Security of the ways, That in Regard the said Portions of 2500*l.* a-piece, to the said three younger Daughters Portions. of the said Testator, may not be sufficiently secured by the said Term of 20 Years, in the Will mentioned, by Reason of the Shortness thereof; to the Intent therefore, that the said Portions to the said Testator's said three younger Daughters, may be fully and effectually secured, **We it therefore further Enacted** by, &c. That the said Messuages, &c. (subject only to the said Rent-charge of 300*l.* per Ann. to the said *K.* the Widow of the said Testator) shall not only during the Rest and Residue of the said Term of 20 Years, in the said Will mentioned, be liable and chargeable with the raising of the said Portions, but likewise, that the said Messuages, &c. shall after the Determination of the said Term of 20 Years, (in Case all the Portions shall not before that Time be raised and paid) be liable to the raising of such Part, and so much of the said respective Portions, as shall not be raised and paid, by and out of the said

faid Term, until all the faid refpective Portions fhall be fully and effectually raifed, paid and fatisfied; **Saving always**, &c. (other than and except the faid *A. J. K.* and *M. N.* Daughters of the faid *H. N.* the Teftator, and their refpective Heirs, and the refpective Heirs of their refpective Bodies; and likewise the Heirs of the Body, and the Heirs of the faid *H. N.* the Teftator, and likewise the faid *K. N.* Widow of the faid Teftator,) all fuch Right, &c. **Provided always**, That nothing herein contained, fhall be conftrued to impeach, leffen, or Not to avoid any ways avoid the Right, Title, Intereft, Claim or Demand, of *W. N.* of *H.* in the County of *B.* Clerk, or any other Perfon or Perfons claiming, by, from or under him; any Thing, &c. notwithstanding.

Seventhly, To render Agreements more effectual.

An Act for making more effectual certain Articles of Agreement between Sir G. D. Bart. and Dame M. eldeft Daughter of Sir W. B. Knt. and her Truftees.

Whereas in or about the Month of, &c. Dame *M.* eldeft Daughter of Sir *W. F.* of, Sir *G. D.* married to *M. F.* Bart. (then *G. D.* Esq;) and at that Time about the Age of 15 Years: **And whereas** the faid Sir *G. D.* and the faid Dame *M.* never cohabited together, neither was there ever any Consummation of the faid Marriage, and fuch mutual Difgufts have arifen towards each other, that there is no Profpert of any Reconciliation, or of their ever cohabiting together: **And whereas** by Articles of Agreement *Tripartite*, bearing Date, &c. made between the faid Sir *G. D.* of the firft Part, the faid Sir *W. F.* and *W. F.* Esq; Son and Heir apparent of the faid Sir *W. F.* of the fecond Part, and the faid Dame *M.* of the third Part, *Reciting* (among other Things) That the faid Dame *M.* was intituled to the Sum of 1000*l.* as a Leagey bequeathed to her by the laft Will of her Uncle the Honourable *C. C.* deceased, and that the Sum of 2700*l.* had been received by her the faid Dame *M.* or fome Perfon in Truft for her, from the Crown, upon the Account of her being Maid of Honour to her late Majefty Queen *A.* and that the faid feveral Sums of 1000*l.* and 2700*l.* had been laid out or invefted by the faid Dame *M.* or by her Direction, in publick Funds, in Truft for her, and for her Benefit; *And likewise reciting*, that it was agreed by the faid Sir *G. D.* not only to debar himfelf of all Claim or Title, which he might or could have either in his own Right, or in Right of the faid Dame *M.* in or to the faid Sums of 1000*l.* and 2700*l.* but likewise that the faid Sums of 1000*l.* and 2700*l.* as alfo the feveral Sums therein after mentioned of 2460*l.* 6*s.* 2000*l.* and 1600*l.* and all the Produce of the faid feveral Sums, or of any Part thereof, and all fuch Real or Perfonal Eftate as had, or ever was, or ever fhould come, remain, or defcend unto, or in Truft for her, or had been, or fhould be by any ways acquired by the faid Dame *M.* fhould from Time to Time be enjoyed to her feparate Ufe, and be at her feparate and abfolute Difpofal, exclusive of the faid Sir *G. D.* his Heirs, Executors and Adminiftrators; *It is by the faid Articles* (among other Things) agreed, that the faid Sir *G. D.* and the faid Dame *M.* fhould for ever thereafter live afunder and apart from each other, and that the faid Sir *G. D.* and Dame *M.* fhould no ways fue, profecute, or moleft, or caufe to be fued, profecuted, or molefted, each other, or any other Perfon on the Account of them or either of them, or in Refpect of his or her living feparate or apart from each other; and that neither of them fhould lay Claim to each other's Eftate, Real or Perfonal, other than as therein and herein after is mentioned and expreffed; **And** it is by the faid Articles alfo covenanted by the faid Sir *G. D.* with the faid Sir *W. F.* that the faid Sir *G. D.* fhould give Security for the Payment of the faid Sum of 2460*l.* 6*s.* due from him to the faid Sir *W. F.* upon a ftated Account, and likewise of the faid Sum of 2000*l.* fuch Payments of the faid feveral Sums of 2460*l.* 6*s.* and 2000*l.* to be made unto the faid Sir *W. F.* by the faid Sir *G. D.* upon, &c. **And** likewise the faid Sir *W. F.* did thereby Covenant to pay unto the proper Hands of his faid Daughter, the faid Dame *M.* or to fuch Perfon as fhould appoint, the faid Sum of 1600*l.* upon the faid — Day of, &c. in Cafe the faid feveral Sums of 2460*l.* 6*s.* and 2000*l.* fhould be at the fame Time paid by the faid Sir *G. D.* which faid feveral Sums of 2460*l.* 6*s.* and 2000*l.* fo to be paid by the faid Sir *G. D.* as aforefaid, and the faid Sum of 1600*l.* fo to be paid by the faid Sir *W. F.* as aforefaid, and the Produce thereof, are thereby agreed to be for the feparate Ufe, and at the feparate and abfolute Difpofal of the faid Dame *M.* exclusive of the faid Sir *G. D.* **And** in Confideration that the faid Sir *W. F.* did therein after Covenant, that the faid Dame *M.* fhould join with the faid Sir *G. D.* in the Levying of one or more Fine or Fines of his the faid Sir *G. D.*'s Real Eftate, in Manner as therein after is mentioned, the faid Sir *G. D.* did affign and transfer unto the faid Sir *W. F.* all the faid two feveral Sums of 1000*l.* and 2700*l.* and all and every other Sum and Sums of Money whatsoever, and all the Perfonal Eftate whatsoever, or of what Nature foever,

Not confum-
mated.
Mutual Dif-
gufts.
Articles of
Agreement on
Separation.

To live apart.

Sir *G. D.* to
pay Sir *W. F.*
2460*l.* 6*s.*
due on Ac-
count ftated,
and other
Monies.

Sir *W. F.* on
Receipt there-
of to pay fame
to his Daugh-
ter's feparate
Ufe.

In Confidera-
tion of a Cove-
nant for *M.* to
join with Sir
G. D. in a
Fine of his

or

real Estate, he
assigned her
Monies and
Personal
Estate.

To her sepa-
rate Use, &c.

M. to join
with Sir G. D.
in levying
a Fine,
and declaring
the Uses
thereof,
whereby she
may be barred
of Dower, &c.

or wheresoever the same were, to which the said Dame M. or any Person or Persons in Trust for her, then was, or were, or at any Time thereafter should be any ways possessed of, or intituled unto; and all the Produce, Interest, and Increase thereof, or any Part thereof, and all the Estate, &c. of him the said Sir G. D. in, to, or out of the said several Sums of 1000*l.* and 2700*l.* and all and every other Sum and Sums of Money, and personal Estates thereby assigned, or mentioned or intended so to be; *To hold* the said several Sums of 1000*l.* and 2700*l.* and all and every other Sum and Sums of Money, and Personal Estate and Premises, unto the said Sir W. F. his Executors, Administrators and Assigns, upon the several Trusts, and to the Intents and Purposes therein after mentioned: **And** the said Sir G. D. did also by the said Articles for himself, his Heirs, Executors and Administrators, covenant with the said Sir W. F. his Executors and Administrators, that for and notwithstanding any Act, &c. by the said Sir G. D. his Executors or Administrators, to the contrary, the said several Sums of 2460*l.* 6*s.* 2000*l.* 1600*l.* 1000*l.* and 2700*l.* and all and every such other Sum and Sums of Money and Personal Estate, and all such Real Estate, which the said Dame M. or any Person or Persons in Trust for her, was, or were, or ever should be any ways possessed or seised, interested in, or intituled unto, should for ever thereafter remain and be in Trust, for the sole, separate, peculiar, and absolute Use, Benefit, and Disposition of the said Dame M. (notwithstanding her Coverture with the said Sir G. D.) and to be disposed of and applied, as she should from Time to Time by Word of Mouth or Writing direct and appoint, in the same Manner, to all Intents and Purposes, as if the said Dame M. were a Feme Sole; and that the same several Sums of 2460*l.* 6*s.* 2000*l.* 1600*l.* 1000*l.* and 2700*l.* and all other Sum and Sums of Money, Real and Personal Estate, or any the Rents, Interest, Produce, or Proceed thereof, or any future Estate, Real or Personal, which should any Way be acquired by, or come, descend, or any ways whatsoever accrue unto, or in Trust for the said Dame M. or whatsoever Estates, Matters, or Things the same, or any Part thereof, or the Interest or Proceed thereof, or of any Part thereof, should at any Time or Times thereafter be invested in, should not be intermeddled withal by the said Sir G. D. his Heirs, &c. and should not be in any Sort liable to the Acts, Control, Debts, Engagements, or Incumbrances of the said Sir G. D. but that it should and might be lawful, to and for the said Dame M. notwithstanding her Coverture with the said Sir G. D. from Time to Time, or any Time or Times thereafter, to give, apply, and dispose of the same, or any Part or Parts thereof, to any Person or Persons whatsoever, by any Deed, Will or Writing whatsoever, or by Parol or Word of Mouth, at her Will and Pleasure, in the same Manner in every Respect, as if the said Dame M. were a Feme Sole; and that in Case the said Dame M. should depart this Life in the Life-time of the said Sir G. D. or after his Decease, without disposing of such Premises, or any Part thereof; that he the said Sir G. D. his Heirs, &c. should no ways intermeddle, or make any Claim to the same, or any Part thereof, or be any way benefited thereby; nor should after her Decease take out any Letters of Administration to the said Dame M. but should permit and consent to such Person or Persons taking out Letters of Administration unto the said Dame M. as would have been intituled thereunto, in case she the said Dame M. had never been married to the said Sir G. D. and should also permit such Person or Persons to possess and enjoy the said respective Premises, and every Part thereof, as would have been intituled to the same respective Premises, in case the said Dame M. had never been married; and that he said Sir G. D. his Heirs, &c. should and would at any Time hereafter, at the reasonable, &c. of the said Sir W. F. his Executors, &c. make, do, &c. all and every such further and other lawful and reasonable Act, &c. for the further and better Assigning, &c. of the said Trust, Monies and Premises, or any Real Estate which the said Dame M. or any Person in Trust for her, then was, or at any Time thereafter should be seised of or any Ways intituled to, and every Part thereof, and the Rent, &c. unto the said Sir W. F. his Heirs, &c. upon the Trusts aforesaid, and for the better enabling the said Dame M. her Heirs, Executors, Administrators, Assigns and Trustees, to have, enjoy and dispose of the said Trust, Monies and Premises, and every Part thereof, and the Produce and Proceed thereof, and of every Part thereof, at her own Will and Pleasure, exclusive of the said Sir G. D. his Executors and Administrators, as by the said Sir W. F. his Heirs, &c. or by his or their Counsel, &c. shall be reasonably devised, advised or required: **And** that in Consideration of the said separate Provision thereby made to and for the said Dame M. as aforesaid, by and with the Consent of the said Sir G. D. as aforesaid, the said Sir W. F. did thereby covenant with the said Sir G. D. that the said Dame M. should (at the Request of the said Sir G. D.) at any Time or Times thereafter join with him the said Sir G. D. his Heirs or Assigns, in the levying one or more Fine or Fines of all or any the Real Estate, Lands, Tenements and Hereditaments of him the said Sir G. D. or wherein he, or any other Person or Persons in Trust for him, or to his Use, was or were, or at any Time thereafter should be seised of any Estate of Freehold or Inheritance in Possession, Reversion or Remainder; And also, that she the said Dame M. should join in and execute one or more Deed or Deeds, declaring the Uses of the said Fine or Fines, whereby

whereby all Claims and Pretensions whatsoever of the said Dame M. to any Dower or Thirds out of the said Real Estate, to be comprized in the said Fine or Fines, in Case she should survive the said Sir G. D. might be absolutely barred and extinguished to all Intents, Constructions and Purposes whatsoever, as fully and effectually as if the said Dame M. had never been married to the said Sir G. D. or as if she had died in his Life-time. **And it is thereby also agreed,** That the said Sir G. D. his Heirs, &c. and his and their Goods, &c. should for ever thereafter be saved harmless and indemnified from and against all Sum or Sums of Money due or owing by or on the Account of the said Dame M. and all Suits and Demands by Reason thereof, and from all future Claims, Suits and Demands which should be made upon or on the Account of the said Dame M. in any Respect whatsoever, as by the said Articles of Agreement, Relation, &c. **And whereas,** after the Execution of the said Articles, the said Sir G. D. in Pursuance thereof, hath paid the said several Sums of 2460*l.* 6*s.* and 2000*l.* and the said Sir W. F. hath also paid the said Sum of 1600*l.* unto the said Dame M. his Daughter, or her Order; and the said Dame M. has also, in Pursuance of the said Articles, joined with the said Sir G. D. in the levying of several Fines of all the Real Estate, Lands, Tenements and Hereditaments of him the said Sir G. D. and has likewise joined in and executed one or more Deed or Deeds declaring the Uses of the said Fines, whereby all Claims and Pretensions whatsoever of the said Dame M. to any Dower or Thirds out of the said Real Estate comprized in the said Fines, in Case she shall survive the said Sir G. D. are barred and extinguished: **And whereas** the said Dame M. cannot by Virtue of the said Articles have such a Power over her said separate Estate, as was intended and agreed she should have, without the Aid of an Act of Parliament; neither can the said Sir G. D. without such Aid as aforesaid, be effectually discharged and indemnified from any Demands that hereafter may be made against him or his Estate, for or in Respect of the future Maintenance of the said Dame M. or of or in Respect of any Debts which she may hereafter contract; **Wherefore** your Majesty's most dutiful Subjects the said Sir G. D. and Dame M. and the said Sir W. F. and W. F. do most humbly beseech your Majesty that it may be Enacted, **And be it Enacted** by, &c. That the said herein before in Part recited Articles, so far forth as the same relate to the securing the several Sums herein before mentioned, and the Produce, Interest and Increase thereof, and of any Part thereof, and all such Real or Personal Estate (as the said Dame M. or any Person or Persons in Trust for her, now seised or possessed of, or at any Time hereafter shall be seised or possessed of, or hath or shall acquire,) to her separate Use, and in her separate Power, and to be disposed of at her separate Will and Pleasure, in every Respect as if she were a *Feme Sole*, shall be and are hereafter made good, ratified and confirmed; as also such Part of the said Articles as relates to the indemnifying and saving harmless of the said Sir G. D. his Heirs, Executors and Administrators, and his and their Goods and Chattels, Lands and Tenements, from and against any Debt now contracted, or at any Time hereafter to be contracted, by the said Dame M. and from any future Demands at any Time hereafter to be made upon or on the Account of the said Dame M. is also hereby made good, ratified and confirmed. **And be it also further Enacted,** That the said Dame M. from henceforth may and shall have the same and as full and ample Power and Authority, separately and alone, and without the Joining of the said Sir G. D. to grant, alien, assign, sell, give, devise or by Deed or Will otherwise dispose of all or any the said several Sums of 1000*l.* 2700*l.* 2460*l.* 6*s.* 2000*l.* and 1600*l.* or of any of them, or of any Part of them or any of them, or of the Interest and Produce thereof, or of any Part thereof, or of any Effects or Estates Real or Personal whatsoever, in which the same or any of them, or any Part thereof, shall at any Time hereafter be invested, or of all or any such Real or Personal Estate whatsoever, which she the said Dame M. or any Person or Persons in Trust for her, now is, or at any Time hereafter shall be seised or possessed of, or intitled unto, in the same Manner in every Respect as if she the said Dame M. were a *Feme Sole*, and had never been married: **And further,** That the said Dame M. shall be from henceforth capable of taking and retaining to, and for her own Use, exclusive of the said Sir G. D. any Estate Real or Personal, or any Goods or Chattels whatsoever, in the same Manner as if she were a *Feme Sole*, and had never been married: **And further,** That from henceforth it shall and may be lawful for the said Dame M. and the said Dame M. is hereby enabled in her Name only, to wit, by the Name of Dame M. D. and without any further or other Addition, and without the Joining of the said Sir G. D. to commence and prosecute any Suit or Action whatsoever, and of what Nature soever, in any Court, either in Law or Equity, or to discontinue or discharge such Suit, or to do any Act in Relation to the same; and that likewise she the said Dame M. shall from henceforth be liable to be sued in any Court of Law or Equity alone, and by the Name aforesaid, and without any Addition, and without the said Sir G. D. upon any Account whatsoever, in the same Manner as if she were a *Feme Sole*, and had never been married: **And further,** That the said Dame M. notwithstanding her Coverture, shall from henceforth be enabled, and is hereby enabled to make any Contract or Agreement touching any Lands or Tenements, Goods or Chattels, or to contract any

Sir G. D. to be saved harmless from Money owing on Account of M. and Suits, &c. In Pursuance of the said Articles Sir G. D. has paid the Monies to Sir W. F. and M. has joined in the Fines, &c. Dame M. has not the Power as was intended, nor can Sir G. D. be indemnified;

Therefore it is Enacted, that the Articles be confirmed.

Power to M. alone to dispose of any of her Estate which she has or shall have, as if a *Feme Sole*.

Power for M. to take or retain to her own Use any Estate Real or Personal, as if a *Feme Sole*.

For M. to sue or be sued as a *Feme Sole*.

For M. to make any Contract touching any

Lands or Tenements as a Feme Sole.

Sir G. D. not to be liable to any Debt or Demand that may be claimed against him in respect of M.

M. not to be Dowable of Sir G. D. nor be intitled to any Part of his Personal Estate, but be excluded from the same if she survives.

Sir G. D. to be excluded from administering or claiming any Part of her Personal Estate if he survives.

any Debt, or to make or execute any Security or Securities, Authority or Authorities, or to release or discharge any Debt, Covenant or Security, either now due, or which hereafter shall or may be due unto or in Trust for her upon any Account whatsoever, and in every respect to act in relation to the same, in the same Manner as if she were a Feme Sole and had never been married. **And it is likewise further Enacted,** That Sir G. D. shall not at any Time hereafter be liable to any Debt or Demand whatsoever, that may be claimed or had against him for or in respect of his Marriage with the said Dame M. but that she the said Dame M. her Heirs, &c. shall alone be answerable for the same; neither shall the said Sir G. D. his Heirs, Executors or Administrators, be liable to be sued or prosecuted, troubled or impleaded, in any Court of Law or Equity or Ecclesiastical Court whatsoever, for or in respect of any Debt, Obligation, Contract, Agreement, or any other Matter or Thing whatsoever contracted, entered into, made or done, or to be contracted, entered into, made or done, by the said Dame M. neither shall the said Dame M. in case she shall survive the said Sir G. D. be dowable or intitled to Dower of any Part of the Real Estate which he the said Sir G. D. or any other Person or Persons in Trust for him, now is or at any Time hereafter shall be seised, nor shall claim or be intitled to any Part of his Personal Estate. But the said Dame M. her Executors and Administrators, is, are and shall be, and are hereby utterly debarred and excluded from the same, in the same Manner as if she the said Dame M. had never been married to the said Sir G. D. And likewise in case the said Sir G. D. shall happen to survive the said Dame M. he the said Sir G. D. his Heirs, Executors, Administrators or Assigns, or any of them, shall not claim or be intitled to any Part of the Real or Personal Estate of the said Dame M. nor shall administer to such Personal Estate, nor intermeddle with the same. But the said Sir G. D. his Heirs, &c. and every of them, shall be, and is, and are hereby barred and excluded from any Right or Claim to such Real or Personal Estate in every Respect, and as fully as if the said Sir G. D. had never been married unto the said Dame M.

Eighthly, To add or change Surnames.

An Act for adding the Surname of T. to the Descendants of the Right Honourable W. Lord C. and A. his Wife, sole Daughter and Heir of F. T. Esquire.

Marriage of Lord C. and A. T.

Settlement thereon.

Whereas a Marriage has lately been had and solemnized, between the Right Honourable W. Lord C. Baron C. of H. M. and A. Daughter and sole Issue and Heir of F. T. of T. H. in the Parish of, &c. Esq; and A. his Wife; and before the same was had, Marriage Agreements and Settlements were made of the respective Estates of the said W. Lord C. and F. T. viz. one Conveyance by the said Lord C. of his said Estate, by Indentures of Lease and Release, the Lease bearing Date, &c. and the Release the, &c. and made between the said W. Lord C. of the first Part, the said F. T. and A. his Daughter of the second Part, W. P. W. of, &c. Esq; and A. T. of, &c. Gent. of the third Part, A. T. of, &c. Esq; and C. T. of, &c. Gent. Son and Heir apparent of the said A. T. of the fourth Part, the Right Honourable R. Lord Viscount of C. in the Kingdom of Ireland, and Sir J. C. of, &c. Knt. of the fifth Part, G. P. of, &c. Esq; and G. C. of, &c. Esq; of the sixth Part, and W. Lord S. C. C. of, &c. Esq; of the seventh Part, of the Manors, &c. therein particularly mentioned, in the Counties of B. and W. for the Benefit of the said A. T. his intended Wife, and of the Issue of the said intended Marriage, in Manner therein mentioned and expressed; and for settling and assuring all and every the Manors, &c. to such Uses and for such Estates, and upon such Trusts, and under and subject to such Provisoos, Powers, Limitations and Agreements as are herein limited, declared and expressed, of, for or concerning the same respectively; as by the said Indentures of Lease and Release, Relation, &c. And another Conveyance was made by the said F. T. of his said Estate, by Indentures of Lease and Release, the Lease bearing Date, &c. and the Release the said, &c. and made between the said F. T. and A. his Wife and A. their Daughter of the first Part, the said W. Lord C. of the second Part, the said W. Lord S. and W. B. of, &c. of the third Part, the Honourable E. S. of, &c. Esq; and the said C. C. of the fourth Part, the said A. T. and J. B. of, &c. Esq; of the fifth Part, for the settling and assuring all and every the Manors, &c. therein mentioned, to the Uses, and for the Estates, and upon the Trusts, and under and Subject to the Provisoos, Powers, Limitations and Agreements therein limited, declared and expressed, of, for or concerning the same respectively; as by the said Indentures of Lease and Release, Relation, &c. **And whereas** there is in the said last mentioned Indenture of Settlement contained a Proviso, Agreement and Covenant to the Effect following, viz. **Provided** and it was by and between the said Parties, by the said last mentioned Indenture of Settlement made by the said F. T. agreed to be the true Intent and Meaning of them, and of the said

Proviso to add a Surname.

said Indenture of Settlement, that the Uses and Estates thereby limited to the first and every other Son and Sons of the said intended Marriage, and the Heirs Male of their respective Bodies were upon this express Condition, That they and every of them, when come to the actual Possession and Seisin of the said Manors, Hereditaments and Premises thereby granted and released, or intended to be thereby granted and released, by Virtue of any of the Limitations in the said Indenture of Settlement, freed and discharged of and from the several therein before recited Incumbrances for the Payment of the 20000*l.* therein before mentioned, and being of the Age of 21 Years or upwards, should add the Surname of *T.* to his and their own Surname of *C.* and take upon him and themselves the Surname of *C. T.* and so stile and subscribe his and their Name and Names in all Writings and Evidences; or in case any of them should make a voluntary Default in so doing, That then, and so often, the Use and Estate by the said Indenture of Settlement limited, as to such Son only, making Default as aforesaid, should cease and determine in the same Manner as if such Person so voluntarily making such Default, had been naturally dead; and in such Case the said Manors, Hereditaments and Premises should go over and remain unto the next Person then in Being, who would and should have been intitled to the same Premises, in Case such Person who should make such Default as aforesaid, had been naturally dead; so as such Person, so taking upon such Default as aforesaid, should comply with the said Condition as to the adding the Surname of *T.* to his and their Surname of *C.* as aforesaid; and in Default of Issue Male of the said intended Marriage, That then the Uses and Estates by the said Indenture of Settlement limited to the first and every other Daughter and Daughters of the intended Marriage, and the Heirs Male of their respective Bodies, were thereby also declared to be upon the like Condition, That they and their respective Husbands, and the Heirs Male of the respective Bodies of such Daughter and Daughters, and every of them, when come to the actual Possession and Seisin of the said Manors, Hereditaments and Premises by the said Indenture of Settlement granted and released, or mentioned or intended to be thereby granted and released, by Virtue of any of the Limitations aforesaid, should totally lay aside their own respective Surnames, and take upon themselves the Surname of *T.* and should so stile and subscribe her, his and their Name and Names in all Writings and Evidences; and in case any of them should make a voluntary Default in so doing, that then and in such case and so often, the Use and Estate hereby limited to such Daughter and the Heirs Male of her Body, and likewise the Estate of the Husband of such Daughter, so making Default as aforesaid, should, as to such Person only so making such Default as aforesaid, cease and determine in the same Manner as if such Person so voluntarily making such Default had been naturally dead; and that then and in such case, and so often, the said Manors, Hereditaments and Premises should go over and remain unto the next Person then in Being, who would or should have been intitled to the same Premises, in case such Person who should make such Default as aforesaid had been naturally dead, so as such Person who should so take upon such Default as aforesaid, should comply with the said Condition as to the changing of her or their Surname, and taking upon her or them and using the Surname of *T.* it being the true Intent and Meaning of the said Indenture of Settlement, and of all the Parties thereunto, that all the Issue Male of the said intended Marriage, and the Heirs Male of the respective Bodies of such Issue Male who should at any Time hereafter be in the actual Possession and Seisin of the said Manors, Hereditaments and Premises thereby granted and released, or mentioned or intended so be, being of the Age of 21 Years or upwards, should for ever hereafter be called and bear the Surname of *C. T.* and that all the Daughters of the said intended Marriage, and their Husbands, and the Heirs Male of the respective Bodies of such Daughters who should at any Time hereafter become actually seised or possessed of the said Manors, Hereditaments and Premises thereby granted and released, or mentioned or intended so to be, being of the Age of 21 Years or upwards, should for ever hereafter be called and bear the Surname of *T.* And in Regard some Disputes might hereafter arise touching the Validity of the said Limitations over of the said Manors, Hereditaments and Premises, in Case of Failure of the taking of the said Surname of *T.* for the Prevention whereof, and for the rendring the more effectual the Agreement and Intention of all the said Parties, the said *W. Lord C.* in Consideration of the said intended Marriage and Marriage Portion, and Settlement, made by the said *F. T.* as aforesaid, *did* for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *F. T.* his Heirs, Executors and Administrators, that he the said *W. Lord C.* should and would (after the Solemnization of the said intended Marriage) at his own proper Costs and Charges, procure an Act of Parliament for the Establishing and Confirming of the Surname of *C. T.* to all such Issue Male of the said intended Marriage who should be in the actual Possession and Seisin of the said Manors, Hereditaments and Premises by the said Indenture of Settlement granted and released, or mentioned or intended so to be, and being of the Age of 21 Years or upwards, and of the Surname of *T.* to all and every the Daughters of the said intended Marriage and their respective Husbands, and Heirs Male of the respective Bodies of such Daughters who should by Virtue of the said Indenture of Settlement be in the actual Possession and Seisin of the said Manors,

Covenant to
procure an act
of Parliament
for the same.

Confirmation
of the Proviso,
Agreement
and Covenant.

This Act not
to hinder De-
scents in the
former Name.

Manors, Hereditaments and Premises thereby granted and released, or mentioned or intended so to be, being of the Age of 21 Years, according to the true Intent and Meaning of the said Proviso or Condition and Agreement, and subject to such Forfeitures in Case of a Default in taking the Surname of *T.* as aforesaid. **And to the End** the said Provision so intended and agreed as aforesaid may be made effectual, may it please your Majesty (at the humble Suit of your dutiful and loyal Subject *W. Lord C.*) That it may be Enacted, **And be it Enacted** by, *&c.* That the said Proviso, Agreement and Covenant be, and the same is hereby confirmed, (pursuant and according to the said Proviso, Agreement and Covenant) That the first and other Sons of the said said *W. Lord C.* on the Body of the said *A.* his Wife begotten or to be begotten, and the Heirs Male of every of them respectively and successively, shall take upon him and them and be called and known by the Surname of *C. T.* and in Failure of such Issue Male, that the first Daughter, and all and every the Daughters and their Husbands, and the Heirs Male of the Body and Bodies of such Daughter and Daughters who shall (by Virtue of such Settlement as aforesaid) be in Possession of the said Manors, Hereditaments and Premises, being of the Age of 21 Years respectively, shall take upon them respectively and successively the Surname of *T.* and be called and known by the Surname of *T.* according to the true Intent and Meaning of the said Provision and Agreement; subject nevertheless to such Forfeiture, in Case of a wilful Default in taking the Surname of *T.* as is before mentioned. **Provided always, and it is hereby further Enacted and Declared** by the Authority aforesaid, That the said Alteration to the Surname of *T.* or Addition of the Surname of *T.* to the Surname of *C.* shall not in any sort destroy, prevent or prejudice the Descent of any Lands, Tenements or Hereditaments, which the said first and other Son or Sons, or any other Person or Persons as shall take upon him or themselves the Surname of *T.* by Virtue of the said Indenture or Settlement, are or may be intitled unto by the Name of *C.* or destroy or prevent, or prejudice any Right or Title to him, them or any of them, accrued or to accrue, either Real or Personal, by any Purchase, Limitation, Devise, Gift or Bequest, by the Name of *C.* in any wise howsoever, but that he, they and every of them, shall and may have and take all such Benefit and Advantage by such Descent, Purchase, Limitation, Devise, Gift or Bequest, as they or any of them might have done if this Act had not been made; any Thing in this Act contained to the contrary thereof in any wise notwithstanding.

An Act to enable S. P. to change his Name of P. to S. according to the Will of J. S. Esq; deceased.

J. S.'s Will.

Proviso to
change a
Name.

Whereas *J. S.* late of the Island of *M.* in Parts beyond the Seas, Esq; deceased, did make and publish his last Will and Testament, bearing Date, *&c.* (proved in the High Court of Chancery) and *did* thereby give, devise and bequeath, *All* that his Plantation or Plantations, Messuages, Tenements, Dwelling-houses, Out-houses, Mills, Stills, Coppers, Negroes, and all other the Appurtenances whatsoever thereunto belonging in the said Island of *M.* and also all his Estate, *&c.* both in Law and Equity, in Possession, Reversion or Remainder, of, in or to all that the Manor of *B.* and *S.* in the County of *S.* with all the Rights, *&c.* then held and possessed by *M. S. Widow* and Relict of *T. S.* then late of *B.* in the County of *S.* Esq; deceased, and all other his Messuages, *&c.* unto his Nephew and Godson *S. P.* Son of *S. P.* of *A. Gent.* by *E.* his Sister, and to the Heirs Male of the Body of the said *S. P.* lawfully begotten or to be begotten; and for Default of such Issue, to the second Son of the said *S. P.* by the said *E.* his Sister, and to the Heirs Male of the Body of such second Son lawfully begotten or to be begotten; and for Default of such Issue, to the third Son of the said *S. P.* by the said *E.* his Sister lawfully begotten or to be begotten, and to the Heirs Male of the Body of such third Son, and so to the fourth, *&c.* Sons of the said *S. P.* by the said *E.* his Sister lawfully begotten or to be begotten, and to the Heirs Male of the Body of such Son or Sons; the eldest of, *&c.* to be preferred, *&c.* subject nevertheless to the Reservations, Provisoes and Conditions therein after mentioned, limited and declared; and for want of such Issue, then to remain to the right Heirs of him the said *J. S.* for ever. **Provided always,** and his Will and Meaning nevertheless was, and the said Gift, Devise and Bequest, by him therein before made of his said Manors, *&c.* unto his said Nephew *S. P.* and the Heirs Male of his Body, with the said other Remainders over, in Manner as therein before is mentioned, was upon Condition, and with and under the Restrictions and Reservations therein after mentioned, (that is to say) That his said Nephew *S. P.* or in Case of his Death the next Heir Male, who by Virtue of his said Will ought to inherit the said Manors, *&c.* with the Appurtenances, do and shall, within the Space of three Years next after Notice shall be given to him of the Decease of the said *J. S.* the said Devisor, and of his said Will, by such Ways and Means, and in such sufficient Manner, as should be devised by Virtue of the Authority of the then

then next, or some ensuing Parliament that should be holden for the Kingdom of *Great Britain* within that Time, change and alter his present Surname of *P.* unto the Name of *S.* and so and in such Manner that he, his said Nephew, and the Heirs Male of his Body, and all other Person and Persons who by Virtue of his said Will should and ought to enjoy the said Manors, &c. with the Appurtenances, should at all Times for ever then after be called by, and hold and use the Surname of *S.* only: **Provided likewise**, that if it shall happen that his said Nephew, or the next Heir Male, who by Virtue of his said Will ought to inherit the said Manors, &c. should neglect or refuse by the Time aforesaid, by such sufficient Ways and Means so to alter and change his and their Surnames from *P.* to *S.* only; that then he willed, that all and every his said Manors, &c. should descend, remain and come to his right Heir for ever, to whom in such Case the same is thereby given, as by the said Will may appear: After the making of which said Will, viz. about the, &c. he the said *J. S.* the Testator died at *P.* in the Island of *M.* **Wherefore**, to the Intent to perform and comply with the Terms and Condition of the said Will, and that the said last Will of the said *J. S.* may be of Effect in all Things in Relation to the changing of the Surname of *P.* to the Surname of *S.* by all Persons claiming by or under the same, according to the true Intent and Meaning of the Devisor; May it therefore please your most excellent Majesty, at the humble Petition of your supplicant *N. C.* of *L. Merchant*, on Behalf of the said *S. P.* an Infant under the Age of 21 Years, that it may be Enacted, **And be it Enacted** by, &c. That the Surname of the said *S. P.* shall be Enacted, that and is hereby changed and altered into the Name of *S.* and that he, and the Heirs Male of his Body, and all other Person and Persons who by Virtue of the said last Will of the said *J. S.* shall and ought to enjoy the said Manors, Plantations, Messuages, Tenements, Lands, Hereditaments and Premises, with the Appurtenances, shall at all Times hereafter for ever be called by and hold and use the Surname of *S.* only, and that the said *S. P.* be from henceforth called by the Name of *S. S.* And that this present Act shall be and is hereby declared to be a Compliance with and Performance of the Terms and Conditions of the said Will, in Relation to the changing of the said Surname; **Saving**, &c. (other than and except such Persons that shall claim or pretend to claim, for or under any pretended Breach of the said Condition, or any Neglect or Omission in the Performance thereof) all such Right, &c.

Form of a Consent to the Passing a Bill.

I Do consent to the Passing of this Bill.

Witness
C. L.

N. C.

Another.

21 January 1746.

WE whose Names are here under-written have seen and perused this Copy of a Bill, and do give our Consent to the Prosecution of the Bill, whereof this is a Copy.

N. L. E.
N. N. O.
R. B.

Affidavits.

That the Grantor is lawfully seised, that no Lease, &c. is granted out of the Premises, (except, &c.) and that no Act is done to incumber. (1.)

C. B. of, &c. Gent. makeith Oath, That for and notwithstanding any Thing he knows, believes, hath heard or done to the contrary, he was, at the Time of the Enfealing and Delivery of the Indenture herein after mentioned, lawfully and rightfully seised to him and his Heirs, of a good and absolute Estate of Inheritance in Fee-Simple, of and in the Messuages, Lands, Tenements and Hereditaments, mentioned and expressed to be granted and released by the said *C. B.* and *A. B.* (his Mother) to *G. B.* herein after mentioned, and his Heirs, in and by one Indenture bearing Date, &c. and made or mentioned to be made

PART II.

C e

between

between the said *C. B.* and *A. B.* Widow and Relict of *A. B.* late of, &c. Gent. deceased, and Mother of the said *C. B.* of the one Part, and *G. B.* of, &c. of the other Part, and that he the said *C. B.* hath not, nor doth know, believe or hath heard that any other Person or Persons have or hath granted any Lease, Rent, Interest or Estate, of, in, to or out of the said Messuages and Tenements, Hereditaments and Premises, or any Part thereof, (except as in the same Indenture is excepted), and that he hath not, nor any other Person or Persons to his Knowledge or Belief have or hath entered into, acknowledged or confessed any Statute, Recognizance or Judgment, or given any Warrant or Authority to acknowledge or confess any Statute, Recognizance or Judgment, or done or suffered any Thing whereby the said Messuages, Lands, Tenements and Hereditaments, or any of them, are or may be any Ways affected or incumbered, or whereby the said *C. B.* is Debtor or accountable to, or liable to the Suit or any Process of or for the King, his Heirs or Successors, or done or suffered any Act, Matter or Thing whatsoever, whereby the said Messuages, Lands, Tenements, Hereditaments and Premises, or any Part thereof, is, are, shall or may be impeached, charged or incumbered in any wise howsoever, (except as aforesaid.)

Sworn at — this — Day of
— 1747, before me,
A. B.

The like with Exceptions.

[And if there are any Exceptions, say in this Manner:]

— Incumbered in any wise howsoever; **Other than and Except** such Estates and Terms of Years and Estates in Fee, as in the before recited Indenture are mentioned and expressed; **And other than and except** such Judgments as are mentioned and expressed in and by one other Indenture *Quinquartite*, dated, &c. and made or mentioned, &c. between, &c. **And other than and except** a certain Recognizance in the Nature of a *Statute-Staple*, entered into by the said *C. B.* since the — Day of —, of the penal Sum of — *l.* defeazanced on Payment of — *l.* only, with Interest for the same; **And other than and except** a yearly *Rent-Charge* of — *l.* **And other than and except** a certain *Tenth* or yearly Fee-Farm Rent of 8 *l.* or under, and except the Rents and Services of the Premises, not exceeding — *l. per Annum.*

* Sworn, &c.

(3.) *That an Estate conveyed by Bargain and Sale inrolled, is free from Incumbrances.*

E. E. of, &c. Widow, and *T. E.* of, &c. Gentleman, each of them for her and himself severally make Oath, That **All** those, &c. called, &c. situate, &c. now bargained, sold and conveyed, or mentioned to be bargained, sold and conveyed by and from *S. W.* of, &c. *T. G.* of, &c. the said *E. E.* *T. E.* *E. E.* of, &c. *R. P.* of, &c. and *A.* his Wife, and *J. P.* of, &c. and *M.* his Wife, to *J. F.* of, &c. Esq. and his Heirs, by Indenture of Bargain and Sale, bearing Date, &c. and inrolled, or intended to be inrolled, in the High Court of Chancery, now are, and were at the Time of the Sealing and Delivery of the said Indenture, and so shall continue, free and clear of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Releases, Statutes, Recognizances, Judgments, Estates, Acts, Titles, Debts and Incumbrances whatsoever, had, made, committed or done by the said *E. E.* and *T. E.* or either of them, or by *C. E.* Father of the said *T. E.* and *W. E.* Brother of the said *T.* or any other Person or Persons whatsoever, to her or his Knowledge, or by her or his

* Note; These Affidavits are usually sworn before a Master in Chancery. But a modern Author says that "Tho' such Affidavits are sometimes made, yet I (says he) don't think they ought to be encouraged, for no Person has Power to administer the Oath, neither can the Party be indicted for Perjury if the Affidavit be untrue, and therefore it is taking an Oath in vain." However, as the most eminent Conveyancers have thought it expedient to make Use of such Affidavits, this Work would have seemed imperfect without the Forms of 'em: And if they are necessary to prevent Frauds in the securing Men's Properties justly acquired, 'tis Pity (unless Deeds relating to Estates were to be regiltred in every County as well as in *Middlesex* and *Yorkshire*) but that a proper Person should be vested with the Power of administering such Oath, which a Master in Chancery (tho' the likeliest Person) seems not to have when the Parties are not before the Court, no Suit being depending; but how little soever they are binding in Law, they must be therefore binding to Men's Consciences, and so far not in vain.

Order,

Affidavits.

107

Order, Means, Authority, Consent or Procurement, except the several Mortgages mentioned in the said Indenture of Bargain and Sale.

Both Sworn, &c.

E. E.

T. E.

The like, and that a Person is dead without Issue.

(4.)

S. H. of *Ec.* and *H. H.* of, *Ec.* make Oath, That whereas these Deponents have by Indenture of Lease bearing Date, *Ec.* and by Indenture of Release and Bargain and Sale, intended to be inrolled, bearing Date respectively the, *Ec.* absolutely sold and conveyed unto and to the Use of *R. J.* of *L.* and his Heirs, All that, *Ec.* situate, *Ec.* with their Appurtenances, These Deponents, each of them for himself, and not the other for the other, nor for the Act of the other, Do severally and solemnly make Oath, that they these Deponents, or either of them, do not know of any Incumbrance upon or affecting the same Premises, saving only the Quit-Rent payable out of the same Premises, not exceeding ——— *l. per Ann.* and saving only a Mortgage made by the said *H. H.* to the said *S. H.* of Part of the Premises, by Indenture dated the ——— Day of ——— in the Year of our Lord 17—, for the Term of 500 Years, for securing the Sum of ———, and Interest; Neither have these Deponents, or either of them, made any other Mortgage or Incumbrance of or upon the Premises, or any Part thereof, that does any Ways incumber or affect the same Premises, or any Part thereof, saving as aforesaid: And that *T. H.* and *W. H.* Sons of *D. H.* deceased, and Uncles to the said *H. H.* are both dead without Issue.

Perused and settled by *W. W.*

By a Man and his Wife, that the Premises by them conveyed by Lease and Release, are free from Incumbrances, except the Mortgages, &c. therein mentioned. (5.)

D. L. of, *Ec.* and *S.* his Wife, make Oath and say, That the several Messuages, Lands and Premises lying in *W.* in the County of *S.* which these Deponents by Indenture of Lease and Release bearing Date respectively the 19th and 20th Days of *July* last past, did Grant, Bargain, Sell, Alien, Release and Confirm unto *T. V.* of *T.* in the County of *M.* Esq; are, for and notwithstanding any Act, Matter or Thing whatsoever, done, suffered, committed or executed by these Deponents, or either of them, or *R. K.* late of *W.* aforesaid, Clothier, deceased (Father of this Deponent *D. L.*) free and clear and freely and clearly acquitted, exonerated and discharged of and from all and all Manner of Estates, Titles, Troubles, Charges and Incumbrances whatsoever, Other than and except the several Mortgages, Assignments and other Deeds and Securities mentioned and excepted in and by the aforesaid Indenture of Release; and that there is no Settlement made of the aforesaid Messuages, Lands and Premises lying in *W.* aforesaid, by this Deponent *D. L.*

D. L.

S. L.

Both Sworn, &c. before
H. L.

That a Mortgagor has done no former Act to incumber the Premises, nor granted any Leases, &c. Except, &c. (6.)

A. B. of, *Ec.* maketh Oath, that he this Deponent, or any other Person or Persons to his Knowledge or Belief, hath not, nor have entered into, acknowledged, confessed or become bound in any Statute, Recognizance, Judgment or Obligation to any Person or Persons, or made any Mortgage or other Incumbrance, or done, committed or suffered any Act, Matter or Thing whatsoever, whereby the Manor of *B. Ec.* situate, *Ec.* or any of them, or elsewhere, in the said County of *C.* which by Indenture of Release bearing Date, *Ec.* and made or mentioned to be made, between him this Deponent and *D.* his Wife and *E. A.* of the one Part, and *F. F.* of, *Ec.* of the other Part, are and were granted, conveyed, limited and appointed, or mentioned or intended to be granted, *Ec.* unto and to the Use of the said *F. F.* his Heirs and Assigns, subject to such Proviso of Redemption as in the same Indenture of Release is in that Behalf contained, or any of them, or any Part or Parcel thereof, is, are, shall or may be impeached, charged or incumbered in any wise howsoever, (except as in the said Indenture of Release is mentioned); And that he this Deponent, or any other Person or Persons to his Knowledge or Belief, or by or with his Consent, Privy, Direction or Appointment, hath

hath not, nor have granted any Lease, Rent, Interest or Estate of, in, to or out of the said Manor, &c. or any of them, or any Part thereof, except before excepted, and except Leases to the Tenants of the Premises, or any Part thereof, at and under the improved yearly Rents, or whereupon the usual and accustomed Rents and Services are reserved.

- (7.) *Upon making a Mortgage, That the Premises are free from former Incumbrances, excepting Leases, &c. therein mentioned, and that the Premises are let at such Rents, to the Amount of such a Sum per Annum, and that the Premises are of such a yearly Value.*

G. V. of, &c. Esq; maketh Oath, That all that Capital Messuage or Manor-house, and the several other Messuages, Lands, Tenements and Hereditaments particularly mentioned in a certain Indenture *Tripartite* bearing even Date herewith, and made or mentioned to be made between the said **G. V.** (by such other Addition as therein mentioned) and **M. V.** the Wife of the said **G. V.** (by such other Addition as therein also mentioned) of the first Part, **M. E.** of, &c. of the second Part, and **J. B.** of, &c. of the third Part, and which by the same Indenture are, or are intended to be bargained, sold, assigned, limited, ratified and appointed by them the said **M. E.** and **G. V.** unto the said **J. B.** his Executors and Assigns, for the Residue of a Term of 99 Years therein mentioned, for securing to him and them the Payment of the Principal Sum of 2000*l.* and Interest, in such Manner as therein is expressed, now are, and every Part thereof now is, free and clear of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Settlements, Annuities, Judgments, Statutes, Recognizances, Charges and all other Incumbrances whatsoever, had, made, done, limited or suffered by them the said **G. V.** and **M.** his Wife, or either of them, or any of the Ancestors of her the said **M.** to the best of his Knowledge and Belief (other than and except Leases let or agreed to be let to Tenants of Part of the said Premises for Lives and Terms of Years at such Rents as in the said Indenture are mentioned; and also except such other Incumbrances as in the same Indenture are also mentioned): **And** the said **G. V.** further maketh Oath, that the said several Messuages, Lands, Tenements and Hereditaments, comprised in the said Indenture and thereby assigned, limited and ratified as aforesaid, are now let or agreed to be let at the several yearly Rents therein mentioned, amounting to 166*l. per Ann.* **Which** with the Mansion-House, Lands and Hereditaments thereunto belonging, computed to be of the yearly Value of 40*l.* makes in the Whole the Premises to be of the yearly Value of 206*l.* or thereabouts, as in the same Indenture are also particularly mentioned and expressed, (publick Taxes only excepted.)

- (8.) *The like, wherein the Mortgage is more fully recited.*

Whereas by Indentures of Lease and Release, bearing Date, &c. now last past, the Release being *Tripartite*, and made between **E. S.** Widow, (by such Addition and Description as therein mentioned) and **F. S.** (by such other Addition and Description as therein also mentioned) of the first Part, **T. A.** of, &c. of the second Part, and **E. J.** of, &c. of the third Part, **In** Consideration of the Sum of 1500*l.* in the said Indenture of Release mentioned to be paid to the said **F. S.** by the said **T. A.** **He** the said **F. S.** **Hath** granted and released, and the said **E. S.** **Hath** ratified and confirmed unto and to the Use of the said **T. A.** and his Heirs, by Way of Mortgage in Fee, all that, &c. and now or late in the Occupation of **E. B.** at the yearly Rent of 51*l. 10s.* also another Messuage, &c. now or late in the Occupation of **T. N.** at the yearly Rent of 72*l.* also several other Lands, &c. now or late in the Occupation of **W. M.** at the yearly Rent of 158*l. 18s.* and also all those, &c. near the *King's Head* in **T.** aforesaid, in the Possession of, &c. at and under the yearly Rent of 23*l.* (amounting in the Whole to 305*l. 8s. per Annum*) **Subject nevertheless** to such Redemption as in the said Indenture of Release is mentioned; **Now** he the said **F. S.** **Doth** hereby make Oath that the said several Messuages, &c. herein before mentioned, and so by him conveyed by way of Mortgage to the said **T. A.** as aforesaid, are now *bona fide* let at the yearly Rents above mentioned, amounting in the Whole to the said Sum of 305*l. 8s. per Annum*, and that the said Premises are of the same yearly Value, clear of all Deductions whatsoever, (the Land Tax and necessary Repairs only excepted). **And** the said **F. S.** **Doth** hereby further make Oath, That he, this Deponent hath not done or committed, or consented to be done or committed, any Act, Matter or Thing whatsoever, by Mortgage, Judgment, Statute, Recognizance or otherwise howsoever, whereby or wherewith the said Manor, Messuages, Lands, Tenements and Hereditaments, so by him conveyed to the said **T. A.** as aforesaid, or any

any Part thereof, are or is, or shall or may be charged, impeached or incumbered, in Title, Charge, Estate or otherwise howsoever, (the said Mortgage is made to him the said T. A. thereof as aforesaid, only excepted.)

That the Premises contained in a Lease which is lost, are free from Incumbrances. (9.)

Whereas, &c. (*Recital of the Lease*) And whereas the said A. B. hath granted and assigned all his Estate and Interest in the said Part recited Lease and Premises therein contained, unto H. Lord B. and soasmuch as the said original Lease is lost or mislaid, and cannot be now produced; and to the Intent that the said H. Lord B. may be satisfied that the said Lease is not mortgaged, nor the Premises therein contained any wise incumbered, the said A. B. maketh Oath, that he this Deponent hath not mortgaged the said Lease, nor deposited the same with any Person or Persons, for any Debt, Pledge or otherwise, nor any wise incumbered the said Premises; neither does he this Deponent know in whose Hands, Custody or Power the same Lease now is; and in case he this Deponent shall at any Time find or recover the said Lease, that then he will deliver the same as whole, uncanceled and undefaced as when found or recovered to the said H. Lord B. or to his Steward for his the said H. Lord B.'s Use and Benefit.

Sworn, &c.

A. B.

That an Estate agreed to be conveyed by two Cobeirs is free from Incumbrances.

R. R. and M. R. both of — Spinsters, severally make Oath that neither they, nor either either of them, have or hath, at any Time before the making of this Affidavit, granted, bargained, sold, aliened or otherwise, **A**ll that, &c. (*the Parcels*) which now are agreed to be sold and conveyed unto T. W. of — but that the said — are at the Time of making this Affidavit, free and clear of and from all Manner of Grants, Bargains, Sales, Leases, Judgments, Troubles and Incumbrances whatsoever, had, made, done or suffered by them the said R. R. and M. R. or either of them, to any Person or Persons whatsoever.

Sworn, &c.

R. R.
M. R.

Of the Purchase of a Papist's Estate, conveyed by Deeds inrolled in Chancery, in Order to be discharged of double Taxes.

C. B. of — maketh Oath, That Sir T. W. of — Bart. hath purchased of the Right Honourable L. M. the Manor or Lordship of — &c. and this Deponent further maketh Oath, that all and singular the before mentioned Manors and Premises are by one Indenture, bearing Date the — last past, and by one other Indenture of Bargain and Sale, dated the — (both which said Indentures are inrolled in the Honourable and High Court of Chancery) bona fide granted and conveyed by the said L. M. and his Trustees to the said Sir T. W. and his Heirs for ever.

Sworn the — Day of — before
me (a Master in Chancery.)

C. B.

On the Separation of a Partnership, that the one has not defrauded the other.

A. B. of, &c. makes Oath, that he this Deponent has not at any Time during the Partnership between him and Mr. C. D. of, &c. taken, used, converted, imployed or disposed of any the Monies, Goods or other Things belonging to the Joint Stock or Partnership between them, to or for his own private, separate or particular Use, nor for any Use, Purpose, Business or Imployment whatsoever, directly or indirectly, other than in and for the Business and Advantage of the said Joint Trade and Partnership (except what is charged in the Books of the said Trade, to be taken out of the Cash thereof by him this Deponent, and about 10*l*. more taken out for his Expences on Account of the said Trade) except the Weekly Sum of — *l*. taken out for his own Use: **A**nd that he this Deponent has not used any private or indirect Methods during the said Partnership, to take away or conceal, nor that any other Person

or Persons to his Knowledge, or with his Consent or Privity hath had, taken away or concealed any Monies, Goods or Things belonging to the said Joint Trade; nor that he this Deponent, nor any other Person to his Knowledge or with his Consent or Privity has at any Time defrauded his said Partner C. D. in any Matter or Thing belonging to the said Partnership between them; but that he this Deponent hath been just and honest in all Matters and Things relating to the said Joint Trade and the Transactions thereof, to the best of his Judgment and Knowledge.

Sworn, &c.

Of the Execution of a Bargain and Sale.

A. B. of, &c. maketh Oath, that he this Deponent was present, and did see *E. F.* duly sign, seal, and as his Act and Deed deliver, one Indenture of Bargain and Sale, bearing Date, &c. and mentioned to be made between, &c. and this Deponent did accordingly subscribe his Name as a Witness thereto, and this Deponent did also see *J. K.* subscribe his Name as a Witness to the due Execution thereof. And this Deponent saith, That the Name *E. F.* subscribed against the Seal of the said Indenture or Deed is of the proper Hand Writing of the said *E. F.* And that the Names of this Deponent and the said *J. K.* subscribed as Witnesses to the Execution thereof, are of the proper Hand Writings of this Deponent and the said *J. K.*

Of the Execution of an Assignment of Exchequer Annuities.

E. W. a Clerk to *R. W.* of the Inner Temple, London, Esq; maketh Oath, That he this Deponent was present at the Execution of, and saw *M. W.* of, &c. (now *M. R.* being since married) duly sign, seal and deliver an Indenture of Assignment to *T. L.* of, &c. and *T. G.* of, &c. bearing Date, &c. of several Tallies, and two Exchequer Orders, No 371 and 2117, both made out on the 3700*l.* per Week, payable out of the Excise; the first of which Orders is dated the, &c. and the other of them is dated the, &c. each of them for Payment of — Pounds per Annum, for the several Terms of 99 Years, commencing and payable as in the said several Orders are mentioned; the first of which said Orders is made pursuant to an Act of Parliament passed in the second Year of the Reign of her late Majesty Queen Anne, intituled, (An Act for granting an Aid to her Majesty for carrying on the War, and other her Majesty's Occasions, by selling Annuities at several Rates, and for such respective Terms or Estates as are therein mentioned;) and the other of the said Orders is made out pursuant to another Act of Parliament passed in the third Year of her said Majesty's Reign, intituled, (An Act for raising Monies by the Sale of several Annuities for carrying on the present War.) And this Deponent further saith, that he indorsed his Name on the Back of the said Indenture of Assignment as a Witness to the Execution thereof.

Another.

— Duly sign, seal and deliver an Indenture of Assignment to *T. L.* of, &c. and *T. G.* of, &c. bearing Date, &c. of several Tallies and two Exchequer Orders, No 3470 and 3471, both bearing Date, &c. each for Payment of 9*l.* per Ann. for the several Terms of 32 Years therein mentioned, and commencing as in the said Orders are also mentioned, pursuant to an Act of Parliament, intituled, (An Act for granting to her Majesty new Duties of Excise, and upon several imported Commodities, and for establishing a yearly Fund thereby, and by other Ways and Means to raise 900000*l.* by Sale of Annuities, and (in Default thereof) by another Lottery for the Service of the Year 1710; and this Deponent further saith, That he indorsed his Name on the Back of the said Indenture of Assignment as a Witness to the Execution thereof.

Of the Execution of a Letter of Attorney.

G. H. of, &c. maketh Oath, That he was present, and did see *A. B.* of, &c. duly sign, seal and deliver the Letter of Attorney hereunto annexed; and that the Name *A. B.* subscribed against the Seal of the said Letter of Attorney hereunto annexed is the proper Hand Writing of the said *A. B.* And that the Name of this Deponent subscribed to the said Letter of Attorney, as a Witness to the Execution thereof, is of this Deponent's own proper Hand Writing.

Affidavits.

III

Of the Execution of Deeds to the Affidavit annexed.

— That he this Deponent did see the *Paper Writing* or *Indenture* hereto annexed, bearing Date, &c. sealed and delivered by, &c. therein named; and did also see one other of the *Paper Writing*, &c. hereto annexed of the same Date, sealed, &c. And he this Deponent subscribed his Name to each of the said *Paper Writings* as a Witness to the Sealing and Delivery of them respectively; and did also see *R. R.* the other subscribing Witness to each of the said *Writings*, sign and subscribe his Name as Witness to the same respectively.

Of the Execution of a Will.

A. B. of, &c. maketh Oath, That he this Deponent was present, and did see *M. R.* late of, &c. deceased, sign, seal, publish and declare his last Will and Testament in Writing, bearing Date, &c. And that he this Deponent subscribed his Name as a Witness thereto: And that he this Deponent believes the *Parchment Writing*, with the Probate of the said Will thereunto annexed, under the Seal of the *Prerogative Court* of the Archbishop of *Canterbury*, to be a true Copy of the said last Will of the said *M. R.* deceased, having compared the same with the Draught of the said Will, the fair Copy or *Ingrossment* whereof was so signed, sealed and published by the said *M. R.* as aforesaid; And that he this Deponent has heard and believes the said *M. R.* departed this Life on or about the — Day of — now last past.

Sworn, &c.

A Quaker's Affirmation.

A. B. of, &c. (being one of the People called Quakers) solemnly affirms that, &c. (as in Affidavits, only you say affirms, instead of makes Oath, and Affirmant instead of Deponent.)

Affirmed at — the — Day of —
in the Year of our Lord — before
C. D.

A. B.

Of the Acknowledgment of a Fine.

A. B. of, &c. one of the Attornies of his Majesty's Court of —, and one of the Commissioners named in the Writ of *Dedimus potestatem*, for taking the acknowledgment of the Fine hereunto annexed, maketh Oath and saith, That he knows *C. D.* and *E.* his Wife, and *F. G.* and *H.* his Wife, the Cognizors named in the said Fine, and that the same was duly signed and acknowledged by them before this Deponent, and *J. K.* Gent. the other Commissioner named in the said Writ, on the Day and Year (or on the several Days and Year, or Years respectively) mentioned in the Caption (or several Captions) thereof; And that the said *C. D.* and *E.* his Wife, and *F. G.* and *H.* his Wife, and also this Deponent and the said *J. K.* were, at the Time of taking and acknowledging the said Fine, all of full Age and competent Understanding; That the said *E.* and *H.* were solely and separately examined a-part from their Husbands, and freely and voluntarily consented to and acknowledged the said Fine; And that the said Cognizors, and every of them, knew the same to be a Fine to pass his, her, and their Estate and Estates; — If any Erasure, or Interlineation, add, — And that the Rasure, (or Rasures) Interlineation (or Interlineations) appearing to be made in the Body (or Caption) of the said Fine was (or were) made before any of the said Parties signed the same, and before the said Commissioners signed the said Caption (or Captions.)

Sworn at — in the County of —
the — Day of — the Year of our Lord
175 , before me *L. M.* one of, &c.

A. B.

If not made by a Commissioner.

— That the said Fine was duly signed and acknowledged by them in this Deponent's Presence on the Day and Year mentioned in the Caption thereof; And that the said *C. D.* and *E.* his Wife, and *F. G.* and *H.* his Wife, and also *J. K.* and *L. M.* Gent. the Commissioners taking the same Fine, were at the Time of taking thereof all of full Age, &c.

(a) Agree-

(a) Agreements.

First, Concerning the Selling, Purchasing, Conveying and Assuring Freehold, Copyhold and Crown (b) Lands, and indemnifying Purchasers.

A short and comprehensive Agreement for the Purchase of Freehold Lands.

4th of March 17 —

THEN agreed between T. V. of, &c. and W. P. W. of, &c. as follows, viz. That the said T. V. and all other Persons having any Right or Title to the Farm Lands and Estate at N. in the County of M. now let to and in the Possession of the Widow G. at the yearly Rent of 48 l. shall before Lady-day next come and assure, as the Counsel of the said Mr. W. shall advise, and make a good Title to the same in Fee-simple for the Sum of 800 l. and that Mr. W. shall have the Lady-day's Rent, and abate all Quit-Rent due for the said Farm, of which 800 l. 100 l. is now (c) paid down, and the other 700 l. is to be paid upon the Conveyance or Assurance being made as aforesaid. **Witness** our Hands,

Witness
F. P.

T. V.
W. P. W.

The common and most usual Form of an Agreement for the Sale or Purchase of a Freehold Estate.

(d) Articles of Agreement (e) indented, had, made, concluded and agreed upon this — Day of — in the — Year of the Reign of our Sovereign Lord George the Second, by the Grace of God, King of Great Britain, France and Ireland, Defender of the Faith, &c. and in the Year of our Lord 174— Between W. C. of the Parish of — in the County of — Gent. of the one Part, and T. C. of, &c. Esq; of the other Part, as follows.

Consideration.
Money in
Hand, and
a further Sum
to be paid.
Or all the
Money here-
after to be
paid.

FIRST of all, the said W. C. for the Consideration of the Sum of — l. to him in Hand paid by the said T. C. at or before the Sealing and Delivering of these Presents, and of the further Sum of — l. to be paid as herein after is mentioned (or if none of the Money is paid down, say, In Consideration of the Sum of — to be paid to him by the said T. C. pursuant to the Covenant and Agreement of the said T. C. herein after in that Behalf contained) Doth hereby for himself and his Heirs covenant and agree to and with the said T. C. his Heirs and Assigns, and every of them, that he the said W. C. his Heirs and Assigns, and all and every other Person and Persons whatsoever, having or lawfully claiming, or that lawfully shall, can or may have or Claim any Estate, Right, Title or Interest under him, or any other Person or Persons whatsoever, of, in or to the — and Premises hereafter mentioned, (or say thus, And all and every Person or Persons seized, possessed of or intitled to the Lands,

(a) An Agreement is the Covenant or Consent of two or more by Deed in Writing, whereby either of the Parties promises to the other that something is already done, or shall be done hereafter. See the Law concerning Covenants in the First Part, p. —, &c.

(b) See a great Variety of Cases concerning Articles of Agreement and Covenants to make Conveyances of Land, &c. in the first Part, p. —.

(c) A Receipt must be given for the Money paid down. See the Form Title Receipts, post.

(d) Articles of Agreement are the Particulars of an Agreement distinctly expressed in different Items; they are usually intitled as above; and in Drawing and Ingrossing such Articles every Item generally makes a separate Paragraph; but here the Line is continued for the Sake of Room.

(e) Where there are Covenants or Agreements to be performed by two or more of the Parties, the Articles should be indented; but if one Party only Covenants to the other, they may be Poll. And many of these Articles of Agreement may be turned into Indentures of Covenant, and begin, **This Indenture**, &c. **Between**, &c. **Whereas**, &c. **Now this Indenture witnesseth**, &c. See Title Covenants. And some may be by Deed Poll as aforesaid, and begin, **To all**, &c. or **Know all**, &c.

See the Notes under Title Covenants, post.

N. B. That any one or more of the Covenants contained in these Articles may be made the Condition of a Bond.

&c.

£c. herein after mentioned, in Trust for him) shall and will at the proper Costs and Charges of the said T. C. his Heirs and Assigns, (except Fees to Counsel) on or before the — Day of — next ensuing the Date hereof, by such Conveyances, Assurances, Ways and Means in Law, (*here these Words may be added, Be the same by Fine, Recovery, or otherwise*) as he the said T. C. his Heirs or Assigns, or his or their Counsel learned in the Law, shall reasonably devise, advise or require, well and sufficiently grant, bargain, sell, release, convey and assure to and to the Use of the said T. C. his Heirs and Assigns for ever, or to whom he or they shall appoint or direct, All that, £c. situate, £c. — now in the Tenure or Occupation of, £c. — or his Assigns, and let at, £c. and all the Estate, £c. — (*or instead of saying, and let at, £c. you may say, Which said — are now of the yearly Value of —*) with Covenants to be therein contained, That the said — at the Time of such Conveyance, is free from all Incumbrances and Demands whatsoever, (except, £c. —) and with such Warranty and other fit and reasonable Covenants as the said T. C. his Heirs or Assigns, or his or their Counsel shall be so reasonably devised and required as aforesaid: **In Consideration** Covenant to pay the Purchase Money. whereof the said T. C. for himself, his Heirs, Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said W. C. his Heirs, Executors, Administrators and Assigns, that he the said T. C. his, £c. or some of them, shall and will well and truly pay, or cause to be paid to the said W. C. his, £c. the aforesaid (*further*) Sum of —) at the Time of executing the said Conveyances and Assurances as aforesaid: **Which** In full. said Sum when paid, (*together with the Sum of — in Hand paid, making together the Sum of —*) is hereby agreed and declared between the said Parties to be in full for the absolute Purchase of the said — so to be conveyed as aforesaid. **And** for the true Performance of all Penalty. and every the Covenants and Agreements aforesaid, each of the said Parties to these Presents doth hereby bind himself, his Heirs, Executors, Administrators and Assigns, in the penal Sum of — **In Witness, &c.**

Covenant that the Vendor before the Purchase is compleated, shall not commit Waste, nor grant any new Leases.

[To follow the Covenant to convey.]

AND also that the said T. C. shall not, nor will in the mean Time cut down any Timber or Trees, or commit any Waste or Spoil whatsoever, in or upon the Premises, or any Part thereof, nor shall or will grant any new Leases of the Premises, or any Part thereof, without the Privy or Consent of the said W. C. or his Heirs or Assigns.

Or the Purchaser may covenant thus.

AND the said T. H. doth hereby covenant and agree, to and with the said J. M. his Heirs, Executors and Administrators, that upon sealing and executing such Conveyance and Assurance of the said Messuage, £c. unto him and them as aforesaid, according to the true Meaning of these Presents, he the said T. H. his Heirs, Executors or Administrators, shall and will pay, or cause to be paid unto the said J. M. his Heirs, Executors or Administrators, the said Sum of — l. in full for the Purchase of the said Premises.

And there may be such Agreements as these.

AND it is agreed, that if the Counsel of the said H. shall not approve of the Title of the said J. M. to the said Premises, this Agreement to be void: **And lastly,** it is agreed, that the said T. H. is to have and receive to his own Use, the Quarter's Rent which will become due, and payable from the said J. M. for the said Premises at *Michaelmas* now next, £c. **In Witness, &c.**

Or this Proviso may be inserted.

PROVIDED always, and it is hereby mutually covenanted and agreed, by and between the Parties to these Presents, for themselves and for their respective Heirs, in Manner as follows, *viz.* That in Case the Counsel of the said B. shall not approve of the Title of him the said A. to the said, £c. or in Case B. on his View thereof, (he not having ever viewed the same) will not proceed in the Purchase thereof, and shall and do, within one Month next after the

PART II.

¶

Date

Date hereof, give Notice in Writing to J. F. of, &c. that he will not purchase the said, &c. then and in either of the Cases aforesaid, these Presents shall be absolutely void; and that then and in such Case he the said A. his Heirs, Executors or Administrators, shall and will within six Months now next ensuing, well and truly repay, or cause to be repaid unto the said B. his Executors, Administrators or Assigns, the said Sum of — so by him now paid, as aforesaid, together with legal Interest for the same, from thenceforth to be computed until Payment thereof.

When a Fine is to be levied, and the Vendor lives in the Country, this Agreement as to the Charges of the Ded. Potestatem, may be inserted after the Covenant to pay the Purchase-Money.

ALS it is agreed by, &c. that if the said W.C. does not travel in Person to L. or W. to levy and acknowledge such Fine, for the sure settling of the Premises unto the said T.C. then he the said W.C. his Executors, &c. shall pay and allow unto the said T.C. his Heirs or Assigns, at the Acknowledging of such Fine, the Sum of — for and towards his Charges in procuring a Writ of *Dedimus Potestatem*, to enable him the said W.C. to acknowledge the said Fine in the Country.

Of a Reversion after a Lease for Years.

— All that — situate — now in the Tenure or Occupation of T. E. (which he holdeth by Lease from the said W.C. determinable at the Expiration of — Years,) and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premises, and every Part and Parcel thereof, and all the Rent or Rents, and other Profits whatsoever arising therefrom; and also all the Estate, Right, Title, Interest, Inheritance, Expectancy, Use, Property, Claim and Demand whatsoever of him the said W.C. of, in, or to the said Premises, and every or any Part thereof. —

Agreement for the Sale of a Freehold Estate, before mortgaged to the Purchaser, and to a third Person; the Purchaser's Mortgage to be deducted, the Mortgage to the third Person to be paid off, some Money to be paid to the Vendor, and a Rent-charge granted out of the Premises for the Residue.

Articles, &c. Between A.A. of, &c. of the one Part, and B.B. of, &c. of the other Part, as follows:

Money due on a Mortgage to a third Person, and on a Mortgage to the Purchaser. Agreement for Sale, on Payment of a Sum of Money, and a Rent charge for the Vendor's Life.

Covenant to make a good Title,

Whereas there is now due and owing from the said A.A. to C.C. of, &c. on Mortgage and Security of the Manor, &c. herein after mentioned, or some Part thereof, the Sum of 3500*l.* Principal Money, with an Arrear of Interest; and there is likewise due and owing from the said A.A. to the said B.B. on Security of the said Manor and Premises, or some Part thereof, by two several Mortgages thereon, the Sum of 4000*l.* Principal Money, with an Arrear of Interest: **And whereas** the said A.A. has agreed with the said B.B. for the absolute Sale and Conveyance of the said Manor, &c. and all his the said A.A.'s Estate, Equity of Redemption, Right, Title and Interest therein, unto him the said B.B. and his Heirs; in Consideration whereof the said B.B. has agreed as well to pay to the said A.A. in full for the absolute Purchase of the said Manor, &c. so much Monies as together with the said Principal Sums of, &c. and the Interest in Arrear for the same, will make up and amount to the full Sum of 9000*l.* and also to pay unto the said A.A. one Annuity or clear yearly Sum of 450*l.* during his Life, payable, &c. free, &c. and likewise to acquit, release and indemnify the said A.A. his, &c. from the Payment of the said several Sums of, &c. and Interest, which are to be deemed Part of the Purchase Money, and as such to be paid off and released respectively by the said B.B. **Now these Presents witness;** And first the said A.A. in Pursuance of the said recited Agreements on his Part to be performed, and in Consideration of the Covenant and Agreement herein after contained on the Part of the said B.B. doth hereby for himself, &c. covenant, &c. to and with the said B.B. his, &c. that he the said A.A. or his Heirs, shall and will on or before, &c. make out a good Title unto, and by such good and sufficient Conveyances and Assurances in the Law, with reasonable Covenants, as he the said B.B. his Heirs or Assigns, or his or their Counsel shall advise or approve of, effectually convey and assure, or cause, &c. unto, and to the Use of the said B.B. his, &c. or to such Person or

Persons, as he or they shall in that Behalf nominate and appoint, free, &c. (except only the free, &c. except, &c. Mortgages above mentioned,) all that, &c. Also the said B. B. in Pursuance of the said recited Agreement on his Part to be performed, and in Consideration of the Covenant and Agreement therein before contained on the Part and Behalf of the said A. A. doth hereby for himself, &c. covenant, &c. to and with the said A. A. his, &c. that the said B. B. his, &c. shall and will pay, or, &c. unto the said A. A. his, &c. at the Time of making and executing such Conveyances and Assurances, as aforesaid, so much current Money of G. B. as together with the said several Sums of, &c. and the Interest then due and in Arrear for the same, will make up and amount to the full Sum of 9000*l.* and also shall and will pay off and discharge the said Sum of 3500*l.* and Interest to grow due for the same, unto the said C. C. and indemnify him the said A. A. therefrom, and shall also acquit and release him from the Payment of the said 4000*l.* and Interest; and also shall and will well and truly pay, and to the good Liking of the said A. A. or his Counsel, secure to be paid out of the said Manor and Premises, unto him the said A. A. or his Assigns during his Life, one Annuity or yearly Rent-charge of 450*l.* of, &c. free, &c. the same Annuity or yearly Rent-charge to be paid to him the said A. A. by two equal half-yearly Payments in every Year; the first, &c. in case such Conveyance and Assurance shall be made and perfected, as aforesaid, at or before, &c. Which said several Sums of Money, and Annuity or Rent-charge so to be paid and secured by the said B. B. together with the said Sum of 4000*l.* and Interest, so due and owing to him in Security of the Premises, and for which the said A. A. is to be acquitted and released, as aforesaid, are hereby declared by the said Parties to be in full, &c. for the absolute Purchase of the said Manor, &c. and of the Equity of Redemption thereof. In Witness, &c.

Purchasers covenant to pay the rest of the Money, and pay off the Mortgages to the third Person, and acquit the Mortgage to himself, and pay the Rent-charge, in full for the Purchase.

Articles for Purchase of a Freehold Estate, with a Covenant for paying Part of the Purchase Money to the Seller, and Part to a Mortgagee, or that the Purchaser may let the Mortgage remain, or indemnify the Seller.

In Witness, The said R. C. for and in Consideration of the Sum of 1000*l.* of, &c. to be paid by the said E. W. in Manner as is herein after expressed, Doth for himself, &c. covenant, &c. to and with the said E. W. his Heirs and Assigns by these Presents, that he the said R. C. his, &c. shall and will on, &c. upon the Payment, and other Satisfaction to be given for the said Sum of 1000*l.* in the Covenant of the said E. W. hereafter particularly contained, and at the reasonable Request, proper Costs and Charges in the Law, of him the said E. W. his Heirs or Assigns, well and sufficiently, and by such Conveyances and Assurances, as the said E. W. his Heirs and Assigns, his or their Counsel shall advise and direct, convey, release and assure unto the said E. W. his Heirs and Assigns, all the Right, Title, Interest, Claim, Demand, Power and Equity, or Pretence of Equity of Redemption whatsoever of him the said R. C. of, in, and to all that Messuage, &c. together with all Houses, Edifices, &c. except, &c. which said Premises are situate in, &c. **To have and to hold** the said several Messuages or Tenements and Parcel of Land, and other the Premises aforesaid, (except before excepted) unto the said E. W. his Heirs and Assigns for ever, freed and discharged from all Taxes and Impositions due from the Date hereof, and freed from all Charges and Incumbrances; one Mortgage of the ——— Farm made by the said R. C. to G. H. of ——— for the Principal Sum of ——— excepted and foreprized. **Item,** The said E. W. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said R. C. his Executors and Assigns, by these Presents, that he the said E. W. his, &c. or some or one of them, shall and will, upon the said ——— Day of ——— next ensuing the Date hereof, upon the executing of such Assurance and Conveyance, as aforesaid, and in Consideration thereof, well and truly pay, or cause to be paid, to the Satisfaction of him the said R. C. the said Sum of 1000*l.* in Manner following; (that is to say) The Sum of 500*l.* Part thereof to him the said R. C. his Heirs, Executors or Administrators, and the like Sum of 500*l.* Residue thereof, to him the said G. H. in Discharge of the said Mortgage, and of the Covenants of the said R. C. therein contained; or in case the said E. W. shall make Default in Payment of the said Sum of 500*l.* to the said G. H. on the Day before mentioned, Or in case the for Payment thereof, and be minded to continue the said Mortgage, upon the said Premises; then he the said E. W. his Heirs, Executors and Administrators, or some or one of them, shall and will from thenceforth, and at all Times then after, save harmless and keep indemnified him the said R. C. his Heirs, Executors and Administrators, from all Payments, Covenants, Clauses and Agreements, on the Part of him the said R. C. his Heirs, Executors or Administrators, in the said Mortgage mentioned to be by him or them done, paid and performed; he the said R. C. paying all Interest due for the said Principal Sum of 500*l.* to the said ——— Day of ——— next ensuing. **In Witness, &c.**

Covenant to convey, on Payment of Purchase Money, as hereafter mentioned.

The Purchaser covenants, that upon executing the Conveyances, he will pay the Purchase Money, Part to the Seller, and Part in Discharge of a Mortgage. Or in case the Purchaser be minded to continue the Mortgage upon the Premises, then he shall indemnify the Seller from the same.

Another

Another for the Purchase of Freehold Lands by a Trustee, wherein a Fine is covenanted to be levied, and further Assurances made; and that if the Cestui que Trust does not pay the Purchase Money, the Trustees will.

A. B. covenants with C. D. to make and convey an Estate in Fee, to E. F. or to the said C. D. in Trust for the said E. F. And to levy a Fine, &c.

C. D. covenants, that on such Conveyances made, E. F. shall pay the Purchase-Money, or if he makes Default, he will pay the same himself.

IN WITNESS, The said *A. B.* for and in Consideration of, &c. to him in Hand paid, and of the further Sum of 100*l.* herein after covenanted to be paid, doth, &c. covenant to and with the said *C. D.* and his Heirs, that he the said *A. B.* shall and will before the End of *Michaelmas* Term next ensuing, by good and sufficient Conveyances in the Law, grant, convey and assure unto the said *E. F.* and his Heirs in Fee-simple, or to the said *C. D.* **In Trust** for the said *E. F.* and his Heirs for ever, all that Messuage, &c. and that free and clear of and from all Charges and Incumbrances whatsoever; and further that he the said *A. B.* shall and will, on or before the End of *Michaelmas* Term aforesaid, acknowledge or levy one or more Fine or Fines *sur Concessit*, *Conusans de droit come ceo*, &c. to the said *E. F.* his Heirs and Assigns, or to the said *C. D.* **In Trust** for the said *E. F.* and his Heirs, of all and singular the Premises aforesaid, at the proper Costs and Charges in the Law of the said *E. F.* and his Heirs, or of the said *C. D.* and make, do, acknowledge, levy, suffer and execute, any further and other reasonable Act or Acts, Thing or Things, for the better and more perfect Conveying and Assuring thereof, to the said *E. F.* or to the said *C. D.* as by his or their Counsel learned in the Law shall be reasonably devised, advised or required; such further Conveyance and Assurance, and all and every the Conveyances and Assurances to be made of the said Premises, to be at the proper Costs and Charges of the said *E. F.* and his Heirs, or of the said *C. D.* and his Heirs: **And** the said *C. D.* for himself, his Heirs, Executors and Administrators, in Consideration of the Premises aforesaid, doth covenant, promise, grant and agree to and with the said *A. B.* his Heirs, Executors and Administrators, that the said *E. F.* and his Heirs, shall and will, immediately upon the Sealing, Making, Levying, Acknowledging and Executing such Conveyance and Assurance of the Premises herein before mentioned to be made to him or them as aforesaid, pay or cause to be paid the full and just Sum of 100*l.* herein mentioned to the said *A. B.* his Heirs, Executors, Administrators or Assigns; or in case the said *E. F.* and his Heirs shall make Default therein, or refuse to pay the same; that then the said *C. D.* and his Heirs, upon having such Conveyance and Assurance to him and them made of the said Premises, shall and will pay or cause to be paid to the said *A. B.* his Heirs, Executors or Administrators, the said Sum of 100*l.* And for the true Performance of all and singular the Articles and Agreements herein before specified, the said Parties do hereby bind themselves, their Executors and Administrators, to each other, mutually and reciprocally, in the Penal Sum of 200*l.* **In Witness**, &c.

Another, the Form different.

Articles of Agreement, &c. Between Sir *H. E.* of, &c. Bart. of one Part, and *J. B.* of, &c. Apothecary of the other Part, in Manner as follows, *viz.*

Covenant to convey.

FIRST, the said Sir *H. E.* in Consideration of the Sum of 650*l.* of, &c. herein after covenanted to be paid to him by the said *J. B.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *J. B.* his Heirs and Assigns, by these Presents, in Manner as follows, *viz.* That he the said Sir *H. E.* or his Heirs, shall and will, on or before the ——— Day of ——— now next ensuing, make out a good and clear Title to, and also by Indentures of Lease and Release, or other good and sufficient Conveyances and Assurance in the Law, (be the same by Fine, Recovery, or otherwise, to be by him duly executed, levied and suffered, and as by the Counsel learned in the Law of the said *J. B.* his Heirs or Assigns, shall be reasonably advised and required,) convey and assure unto, and to the Use of the said *J. B.* his Heirs and Assigns, free from all Incumbrances whatsoever, the several Freehold Parts or Parcels of Arable Land, Meadow and Pasture Ground, called by the several Names, and containing the several Numbers of Acres, Rods and Perches, as are herein after particularly mentioned and expressed; *to wit*, &c. the same several Number of Acres, Rods and Perches respectively, more or less, together with, &c. all situate, &c. and as the same Premises are or late were in the Tenure, &c. at and under the yearly Rent of, &c. **And** that the said *J. B.* his Heirs and Assigns, shall be put into Possession of all and singular the said Premises, on or before the, &c. next; **And** also that he and they shall be intitled to, and have and receive the Rents and Profits thereof from, &c. now last past, **In Consideration** of which Conveyance and Assurance of the said Premises to be so made, done and executed

When the Purchaser is to be put in Possession, and from what Time to receive Rents.

executed by the said Sir H. E. or his Heirs, to the said J. B. his Heirs or Assigns in Manner as aforesaid, he the said J. B. for himself, his, &c. doth covenant, &c. to and with the said Sir H. E. his, &c. by, &c. That he the said J. B. his, &c. shall and will on the executing such Conveyance, &c. so to be made, &c. well and truly pay, &c. the said Sum, &c. **Which** Sum is hereby agreed and declared by and between the Parties hereto shall be in full for the absolute Purchase of the said Premises. **And lastly**, it is hereby further mutually agreed by, &c. that the said J. B. shall only be at the Charge of paying for Drawing and In- grossing the Indentures of Lease and Release, for conveying to him the said Premises; and that all attested Copies of Titles, Deeds and Covenants, to produce the same; and also a Fine and Recovery (in Case the same shall be advised and thought necessary and proper to make such Conveyance,) shall be at the Charge of, and paid for by the said Sir H. E. **In Witness, &c.**

Agreement for the Sale of a Manor at ——— Years Purchase, besides the Timber Trees which are to be valued, and the Copyhold Fines payable by the Tenants on Death or Alienation, are likewise to be valued, and ——— Years Purchase given for the same: The Purchaser to enter and pay 5l. per Cent. till Purchase Money paid, and Part thereof to be paid to a Mortgagee.

Articles, &c. Between A. B. of, &c. and C. D. of, &c.

Whereas the said C. D. has contracted and agreed with the said A. B. for the absolute Purchase of the Estate, Fee-simple and Inheritance of all that, &c. situate, &c. as the same, &c. is described and set forth in the Particular here under written, after the Rate of 23 Years Purchase for the neat Rent, after deducting Outgoings and Incumbrances; And over and above the said 23 Years Purchase, it is agreed between the said Parties, that the Timber (which is considerable) on the said Estate and Premises so contracted for, is to be valued and paid for by the said C. D. his, &c. which Timber including the Bark, Lops, and Tops thereof, are to be valued by two indifferent Persons, skilful in measuring and valuing Timber, one of which Persons is to be named and chosen by the said A. B. and the other, &c. by the said C. D. and if they can't agree upon the Value, then such Persons so chosen shall chuse a third Person as an Umpire, who is to end the Difference between the other two Persons, which Umpire is to be a Person skilful in measuring and valuing Timber: **And whereas** there is now a Mortgage of about 2000l. and Interest upon the said Estate, and the Person in whom the Interest of such Mortgage is vested, being desirous to have the same paid in, the said C. D. has agreed, as soon as a good and legal Assignment of the said Mortgage is and shall be prepared, to advance unto the said A. B. his, &c. the said Sum of 2000l. to enable the said A. B. his, &c. to pay off such Mortgage, which is at the same Time to be assigned and conveyed by the said A. B. his, &c. and all other proper Persons to the said C. D. his, &c. or to such Person or Persons as he or they shall direct, at the Costs of the said A. B. but in such Manner as the Counsel of the said C. D. his, &c. shall approve, direct or advise: **Now these Presents witness**, and the said A. B. doth for himself, &c. covenant, &c. to and with the said C. D. his, &c. by these Presents, that he the said A. B. his, &c. shall and will, in Consideration of the said C. D. his, &c. paying unto him the said A. B. his, &c. so much Money as the same Manor, Estate and Timber, with the Bark, Lops and Tops thereof shall amount unto, according to the under written Particular, the Manor, Estate and Land, at the Rate of 23 Years Purchase, and the Timber to be valued in Manner as aforesaid, convey and assure the said Manor and Estate (mentioned in the said Particular,) and the Fee-simple and Inheritance thereof, within ——— Months, &c. unto the said C. D. his, &c. to the only Use and Behoof of the said C. D. his Heirs and Assigns for ever, or to some other Person or Persons, in Trust for the said C. D. his Heirs and Assigns, free, &c. except, &c. **And** the said C. D. for himself, &c. doth covenant, &c. to and with the said A. B. his, &c. by, &c. in Manner following; (that is to say) That he the said C. D. his, &c. shall and will, upon having a good Title made to him, his, &c. or any other Person or Persons in Trust for him, his, &c. as aforesaid, and at his and their Costs and Charges in the Law, of the said Manor, &c. free, &c. except, &c. pay and advance the said Sum of 2000l. of, &c. unto the said A. B. his, &c. to enable him or them to pay off and discharge the said Mortgage, which is at the same Time to be assigned, &c. (ut supra) to advise for securing the same Sum of 2000l. and on executing such Conveyances of the said Manor, &c. to, &c. by, &c. as aforesaid, shall and will pay or cause, &c. unto the said A. B. his, &c. so much good and lawful Money of G. B. as the said Estate and Premises after all Deductions, Out-goings and Incumbrances shall amount to, at the Rate of 23 Years Purchase; and also so much more good, &c. Money of, &c. as the Timber, Bark, Lops and Tops aforesaid, on the said Estate, being valued as before directed,

rected, shall amount to; the said 2000*l.* so to be advanced in Discharge of the said Mortgage, being to be allowed as and accounted Part of such Purchase Money. **Also** it is agreed by and between the said Parties to these Presents, that the said Persons so to be chosen to value the said Timber, shall also in like Manner value all the Oak, Ash, and Elm Trees under the Size of Timber, standing and growing on the said Premises, if such Trees or so many thereof, as are in the Judgment of such Persons usually paid for in Purchases; and shall also in like Manner value the Growth of all the Woods and Underwoods belonging to the said Premises, according to the Custom of that Country; but Regard is to be had in valuing the same, to leave so much Timber, Trees and Woods as are sufficient to repair the Farm, and find the same with Firewood. And whatever Sum of Money the same Trees, Woods and Underwoods so to be valued shall amount to, that is to be added to, and to be Part of the Purchase Money hereby contracted for. **Also** it is agreed between, &c. that the Copyhold Fines due or belonging to the said Manor upon a Death or Alienation, shall also be valued by two other Persons, one to be chosen by the said *A. B.* his, &c. and the other by the said *C. D.* his, &c. who are to compute what the same are worth *communibus Annis*; and the said *C. D.* shall pay after the Rate of 23 Years Purchase for what the same shall be computed, taken at the Medium of what the Fines have produced for the last 23 Years to be worth yearly, and whatever Sum or Sums of Money the same shall upon such Computation amount to, such Sum or Sums shall be added unto and be Part of the Purchase Money hereby contracted for. **And lastly**, it is hereby agreed by, &c. and the true Intent, &c. are, that it shall and may be lawful for the said *C. D.* his, &c. to enter upon the said Manor and Premises, at or upon, &c. and to have and receive the Rents and Profits of the Premises from the said, &c. for his own Use and Benefit, he the said *C. D.* his, &c. in Lieu thereof allowing and paying unto the said *A. B.* his, &c. *5*l.* per Cent. per Ann.* for the whole Purchase Money agreed to be given and contracted for, for the said Estate, until any Part of the said Purchase Money shall be paid to the said *A. B.* or to his Heirs, or to any Person to his or their Use, then the Interest of so much of the said Purchase Money so to be paid as aforesaid, shall cease, and the Interest, after the Rate aforesaid, shall be paid and answered for the Remainder of such Purchase Money only. **In Witness, &c.**

Agreement as to Trees under the Size of Timber.

And Underwoods.

Copyhold Fines to be valued by two other Persons, for which the Purchaser is to pay 23 Years Purchase.

When the Purchaser shall enter and receive the Profits, paying 5*l.* per Cent. for the Purchase Money till it is paid.

The Particulars referred to in the above Articles of Agreement.

(Here mention the Particulars.)

Another Agreement for the Sale of a Freehold Estate at ——— Years Purchase, the Purchaser to retain Part of the Purchase Money to pay off Incumbrances, and to buy in a Reversion of Part of the Premises; if the Reversion can't be got in, the Purchaser may make void this Agreement, wherein are likewise Articles for the Valuation of the Timber, &c. which is to be paid for separately.

Articles, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part.

Agreement for the Purchase and Sale,

at — Years Purchase.

How to be computed.

Timber to be valued.

What deemed Timber.

Underwood to be valued.

Provisis, It is agreed, by and between the said *A. B.* and the said *C. D.* that the said *A. B.* shall purchase of the said *C. D.* and the said *C. D.* shall sell and convey to the said *A. B.* all his Estate, Lands, Tenements and Hereditaments at, &c. and elsewhere, in the County of *E.* upon the Terms herein after mentioned. **Item**, That the said *A. B.* shall pay to the said *C. D.* for the Purchase of the said Premises after the Rate of 23 Years Purchase for the whole Premises, according to the present annual Rents, as the same are now let to the Tenants, and the like Rent of 23 Years Purchase for all the Coppice Ground belonging to the said Premises, not let to the Tenants, computing the annual Value of such Coppice Ground after the Rate of 7*s.* per Acre the Long Measure, by which Coppice Ground is usually measured in that County. **Item**, The said *A. B.* shall further pay to the said *C. D.* for all the Timber growing on the whole Estate, as the same shall be valued by two indifferent Persons, one to be chosen by the said *A. B.* and the other by the said *C. D.* in which Valuation of Timber, all Trees growing on the Premises shall be accounted Timber which are of the Value of 1*s.* or above that Value, to be estimated according to the usual Manner and Custom of valuing Timber, including as well the Timber Trees growing on the Forest, as on the other Parts of the Estate; And the said *A. B.* shall also pay for the Underwood growing on the said Forest Ground, according to the Valuation to be made thereof by two such Persons as aforesaid; **Provided** it shall appear that the said *C. D.* has a Right of felling such Timber and

and cutting down such Underwood on the Forest Ground at his Pleasure. **Item,** That the said *A. B.* shall take the said Estate in the Condition it now is, without any Allowance or Deduction for the Repairs of the Premises, or for the Sea Walls, or the Tenants Boots, or for the Life of the Widow *F.* in Respect of the 100*l.* *per Annum* payable to her. **Item,** That for and in Consideration of the Premises, and of the said Purchase Money, the said *C. D.* shall forthwith (or with all convenient Speed) convey, or procure to be conveyed to the said *A. B.* and his Heirs, a good Estate in Fee-Simple in all the Premises, free from all Incumbrances, (except the said Annuity of 100*l.* payable to Mrs. *F.* for her Life) in which Conveyance are to be included not only the Farms, &c. in Lease to the Tenants, but also all the Forest Ground, &c. belonging to the said *C. D.* And also, &c. And in general all the Estate, &c. which the said *C. D.* hath in the said Lands and Premises, or any other Lands and Premises in *E.* aforesaid, and the said *A. B.* shall be let into the Possession of the Premises. **Item,** That all the Incumbrances and Mortgages now on the Premises, (except before excepted) shall be paid by the said *A. B.* out of the said Purchase Money to be paid for such Part of the Lands and Premises as are now let to the Tenants as aforesaid) to such of the Mortgagees as shall be willing to take in their Money; but as to such of the Mortgagees as shall insist on the usual Notice, the said *A. B.* shall retain in his Hands so much of the Purchase Money as is sufficient to answer the Principal and Interest then due to such Mortgagees. And the said *A. B.* shall also be allowed to retain in his Hands as much of the said Purchase Money, as shall be sufficient for the buying in the Reversion of Part of the Premises herein after mentioned, and the Charges thereof, and for the obtaining and prosecuting any Decree or Act of Parliament for that Purpose. And the Residue of the said Purchase Money (after deducting what is hereby agreed to be retained in his Hands as aforesaid) shall be paid to the said *C. D.* or his Assigns, for which the said whole Premises shall stand and remain as Security to the said *A. B.* till the said Reversion shall be purchased as aforesaid. **Item,** That as to such Part of the said Lands and Premises as the said *C. D.* is possessed of only for the Remainder of a Term of 500 Years, the said *C. D.* shall be at the Charge of purchasing in the Reversion of the said Premises, and of any Decree or Act of Parliament to be obtained for that Purpose, so as that the Fee-simple and Inheritance thereof may be conveyed to the said *A. B.* and his Heirs, for which a sufficient Part of the said Purchase Money shall be left in his Hands, as in the next preceding Article is provided. **Item,** That in Case it shall be found that the said Reversion cannot be bought, or otherwise got in, and if the same shall not be actually conveyed to the said *A. B.* on or before, &c. the said *A. B.* shall be at Liberty to vacate the present Agreements for the Sale and Purchase of the said Premises, and shall be paid back what of the said Purchase Money he shall have then paid, with Interest for the same, discounting thereout what he shall have then received by the Rents and Profits of the said Premises, to the said *C. D.* or his Assigns, or as he shall appoint, free from all Incumbrances done by the said *A. B.* But if the Reversion of the said Premises shall be bought in, and conveyed to the said *A. B.* the Surplus of the said Sum of 500*l.* (after deducting what shall have been paid for that Reversion, and the Charges of getting in the same) shall be paid to the said *C. D.* with Interest for the same from the Time when the said *C. D.* shall have had Possession of the Premises. **Item,** That if at the Time of executing the said Conveyance and letting the said *A. B.* into the Possession of the said Premises, three Months or upwards shall have then elapsed since the last Rent-Day, the said *C. D.* shall have an Allowance in Respect of the said three Months so elapsed, and shall also have Liberty to receive any Rent which shall be in Arrear in the Tenants Hands at the said then last Rent-Day. **Item,** That in Regard it may be very difficult (if not impracticable) rightly to view and value the Timber growing on the said Premises, and to measure the Coppice Ground, during the Summer Season, by Reason whereof the Purchase Money to be paid by the said *A. B.* in Respect of such Timber and Coppice Ground cannot at present be reduced to a Certainty, it is agreed that the valuing the said Timber and measuring the said Coppice Ground, shall be deferred till the next Fall of the Leaf, and that in the mean Time the said *A. B.* shall give to the said *C. D.* or to some other Person whom he shall name, in Trust for him, a Bond, in a sufficient Penalty, conditioned to pay for the said Timber and Coppice Ground, according to the Valuation and Rates aforesaid, as soon as the same shall be valued and measured as aforesaid. **In Witness, &c.**

Purchaser to take the Estate as it is, without Allowance for Repairs, &c. A good Estate in Fee Simple to be conveyed.

The Purchaser to retain so much of the Purchase-Money as will pay off Mortgages.

Reversion of Part of Premises, and for obtaining a Decree or Act.

Residue of Purchase Money to be paid the Vendor. Premises stand charged till Reversion purchased.

The Vendor to bear the Charges of buying in a Reversion of Part of the Premises.

If Reversion can't be got in, the Purchaser shall be at Liberty to vacate this Agreement, and be paid back his Money, discounting Rents, &c. got in.

But if conveyed, Surplus of 500*l.* to be paid to the Vendor. Agreements as to Arrears of Rent, and Time elapsed between the Rent Day and Day of Possession for the Money.

session. The Timber not to be valued till Winter, and the Purchaser to give a Bond

By

By a Widow and her Son and Heir, for the Sale of Freehold Lands, at ——— Years Purchase, and the Timber and Trees at a fixed Price.

Articles, &c. Between *A. B. of, &c. Widow and Relict of B. B. late of, &c. deceased, and C. B. of, &c. of the one Part, and D. E. of, &c. of the other Part, as follows:*

FIRST, The said *A. B. and C. D.* in Consideration of, &c. (*as in the foregoing Covenants to convey*) **All**, &c. late the Estate of the said *B. B.* in, &c. at the Rates and Prices herein after mentioned, that is to say, at the Rate and Price of 34 Years Purchase, for the even Pounds of the present annual Rents of the Premises, and at the Rate and Price of 34 Years Purchase for the odd Shillings above even Pounds, and for the Ground and Soil of the Wood at *G.* containing about ——— Acres, at the Rate or Price of 35 Years Purchase, being valued at ——— *l. per Annum*, and for the Timber and Trees now growing or standing upon the said Wood-Ground, the Sum of 300*l.* provided the same be ——— Acres, but if the same fall short of that Measure, then a proportionable Abatement to be made out of the said Sum of 300*l.* (*Covenant for Payment of the Purchase-Money, &c. as before.*) **And lastly**, it is agreed, That the said *D. E.* shall enter upon the Premises at, &c. next, and that in the mean Time no wilful Spoil or Waste shall be made thereon. **In Witness, &c.**

Covenant by the Purchaser to pay Part of the Purchase Money on executing the Purchase Deeds, and make a Mortgage to the Seller to secure the Payment of the Residue.

AND the said *S. P.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise, grant and agree to and with the said *W. S.* his Heirs and Assigns, that upon making and executing such Assurance and Conveyance of the said Premises as aforesaid, he the said *S. P.* his Heirs and Assigns, shall and will pay or cause to be paid unto the said *W. S.* his Heirs, Executors or Assigns, the Sum of 1000*l.* Part of the said Purchase Money, and shall at the same Time make, seal and execute back to the said *W. S.* his Executors or Assigns, or to such Person as he shall appoint, a Mortgage or Security of all the said intended to be conveyed Premises, for the Term of 1000 Years, or some long Term of Years, for securing the Payment to him of 300*l.* other Part of the said Purchase Money, on the ——— Day of ——— next coming after the Date hereof; and for the Payment of 2000*l.* Residue of the said Purchase Money to him the said *W. S.* his Executors or Assigns, at the End of ——— Years, to begin and be accounted from the said ——— Day of ——— next, being the Time agreed on for the executing of the said Conveyances, with Interest from the said Day during the said Term of ——— Years, to the Time of Payment of the said Principal Sum, after the Rate of ——— *per Cent. per Annum*, freed of all Taxes, Payments and Impositions whatsoever, to be paid Half-yearly; the first Payment to be made on the ——— Day of ——— then and now first coming. **Item, It is agreed** that the said *S. P.* his Heirs and Assigns shall enter on the said Premises from the Time above mentioned for executing the said Conveyances, and be intitled to the Rents and Profits thereof from the ——— Day of this Instant—**And also it is mutually agreed** by and between the said Parties, that the Contract or Agreement some Time since entered into and made by and between the said *W. S. S. P. and H. B.* of *G. Gent.* for Leases of the said Premises and Coal Mines, shall be vacated and void to all Intents and Purposes: **And** the said *W. S.* and *S. P.* for themselves, their Heirs, Executors and Administrators, do hereby mutually bind and oblige him and themselves to each other, in the Penal Sum of 6800*l.* for the full and due Observance and Performance of these present Articles, and every Clause and Agreement herein contained, **In Witness, &c.**

When the Purchaser shall enter.

Future Agreements to make Leases void.

Penalty.

Agreement

Agreement to convey Freehold Lands to a Person for whom they were purchased, by an Agent, on paying him the Money advanced and Expences.

Articles of Agreement, &c. this * ——— &c. Between the Reverend E. A. of, &c. Clerk, of the one Part, and E. P. of, &c. Widow, of the other Part.

* To be dated before the executing Conveyance to Mrs. P.

Whereas the said E. P. having her Money deposited in the Court of Chancery, he the said E. A. (at the special Instance and Request of the said E. P. which she hereby acknowledges) Did on or about the ——— Day of, &c. in his own Name, and with his own proper Money (being the Sum of 1826*l.* 5*s.*) purchase unto and to the Use of himself, his Heirs and Assigns, of and from J. A. Gent. (since deceased) and others, All that Messuage, &c. of, &c. Subject nevertheless to the Payment of an Annuity or yearly Sum of 40*l.* to, &c. for the Purpose and in such Manner as in the Conveyance of the said Premises is mentioned: **And whereas**, previous to such Purchase, it was mutually agreed between the said E. A. and E. P. to the Effect as follows, (*viz.*) That he the said E. A. would at any Time, on Payment to him of the said 1826*l.* 5*s.* convey unto and to the Use of the said E. P. and her Heirs, the said Farm and Premises; and that he the said E. A. until such his Conveyance to her thereof made, should receive the Rents and Profits of the Premises, and that then he should be accountable for and pay the same (Taxes and Repairs thereof deducted) unto the said E. P. and the said E. P. on executing of such Conveyance to her of the said Premises, agreed to pay or cause to be paid to the said E. A. the said Sum of 1826*l.* 5*s.* together with Interest for the same, at the Rate of 5*l.* per Cent. per Annum, from the ——— and to the, &c. together with all such Money to be by him the said E. A. paid, expended or disbursed for Charges at Law and in Chancery, and also for all Fines, Conveyances and Assurances, Journeys or otherwise touching his Purchase, of and for reconveying of the said Premises to her the said E. P. and that in such Manner as in her Covenant herein after contained for that Purpose is mentioned: **Now these Presents witness**, that in Pursuance and Performance of the before mentioned Agreement, he the said E. A. for himself, his Heirs, Executors and Administrators, for the Consideration after mentioned, doth hereby covenant to and with the said E. P. her Heirs, Executors and Assigns, in Manner as follows, (*viz.*) That he the said E. A. and his Heirs (on Payment to him or them of the said Sum of 1826*l.* 5*s.* together with such Interest for the same, at the Rate of ——— (during the Time aforesaid) shall and will at the Request and Charge of the said E. P. duly execute and deliver unto, and to the Use of her the said E. P. her Heirs and Assigns, a good and sufficient Conveyance of the said Farm and Premises so by him purchased as aforesaid, and that in such Manner as by her and their Counsel shall be reasonably advised or required; and also that he the said E. A. his Heirs, Executors or Assigns, shall within three Months now next ensuing account with the said E. P. for all the clear Rents, Issues and Profits to be by him received out of the said Farm and Premises, from the Time of such his Purchase thereof, until the Date of these Presents; and shall then pay to her the said E. P. her Heirs, Executors or Assigns, all the clear Surplus of such Rents and Profits as shall then remain in his Hands, (Taxes and Repairs to be thereout deducted as aforesaid:) **And the** said E. P. (in Pursuance and Performance of her Part of the before mentioned Agreement) doth for herself, her Heirs, Executors and Assigns, covenant to and with the said E. A. his Heirs, Executors and Assigns, in Manner as follows, (*viz.*) That the said Sum of 1826*l.* 5*s.* together with Interest for the same, after the Rate of 5*l.* per Cent. per Annum, from, &c. until, ——— &c. shall within three Months now next ensuing be well and truly paid to the said E. A. his Executors or Assigns, out of the said Court of Chancery, or by her the said E. P. or her Assigns; and also that she the said E. P. her Executors or Administrators, shall within three Months now next ensuing well and truly pay or cause to be paid unto the said E. A. his Executors, Administrators or Assigns, all and every such Sum and Sums of Money, as he the said E. A. hath actually paid to Counsel and Attornies, for Fees, Fines, Deeds and otherwise, in relation to his Purchase of the said Farm and Premises; and also all Monies by him expended and paid in the Court of Chancery, or to any Master, Counsellor or Solicitor, there or otherwise touching his Conveying of the same Premises to her the said E. P. and likewise all other Monies by him paid and expended in Journeys to London or elsewhere or otherwise, as well on Account of his Purchase of the said Premises, as also on Account of his Reconveying the same to the said E. P. and for true Performance, &c. (*Penalty*) **In Witness**, &c.

E. P.'s Money being deposited in Chancery, E. A. in his own Name and with his own Money, made a Purchase of Lands; Subject, &c. Which previously was agreed on paying the Purchase Money, &c. to be conveyed to said E. P. &c.

E. A.'s Covenant to execute such Conveyances, and to account for Rents, &c.

E. P.'s Covenant that said Monies shall be paid to E. A. out of Chancery, or by her, and shall pay Charges of the Purchase.

Agreement for the Sale of a Moiety of Freehold Lands by Husband and Wife and her Son by her former Husband, and Agreements as to Deductions out of Purchase Money.

Articles, &c. Between *A. B.* of, &c. and *B.* his Wife, late Wife of *C. D.* late of, &c. deceased, and *D. D.* eldest Son and Heir of the said *C. D.* by the said *B.* of the one Part. and *E. F.* of, &c. of the other Part.

Covenant to convey a Moiety of the Premises.

To pay Purchase Money.
Deduction of Mortgage Money.

When Purchaser to enter.
Charges.

FIRST of all, the said *A. B.* for himself and the said *B.* his Wife, his and her Heirs, &c. and the said *D. D.* for himself, &c. do hereby covenant, &c. to and with the said *E. F.* his, &c. that in Consideration, &c. in Hand, &c. at, &c. the Receipt, &c. and in Consideration of the Covenants and Agreements herein after contained, on the Part and Behalf of the said *E. F.* his, &c. they the said *A. B.* and *B.* his Wife, and *D. D.* and the Heirs of the said *D. D.* shall, &c. before, &c. by such good and sufficient Conveyances and Assurances in the Law, with reasonable Covenants for the same, by Fine, Recovery or otherwise, as the said *E. F.* his, &c. or his or their Counsel, &c. convey and assure, or cause, &c. unto, &c. free, &c. except as herein after is mentioned, one full Moiety, &c. which in and by, &c. were granted, &c. unto and to the Use of the said *C. D.* and *A. B.* and the Heirs and Assigns of the said *C.* in Trust as to the Estate of the said *A. B.* for the same *C.* and his Heirs, with their and every of their Appurtenances; Also the said *E. F.* in Consideration of the Premises, does, &c. (Covenant to pay (on making Conveyance) to *A. B.* and *B.* his Wife, and *D. D.* 3500*l.* as and in full for the Purchase, after the Deductions hereafter mentioned:) Also it is hereby further agreed between, &c. that one Moiety, &c. of the Principal Sum of 2100*l.* secured on the said Manor and Premises by Mortgage made thereof, shall upon the making such Conveyances and Assurances as aforesaid, and Payment of the said Purchase Money, be deducted and allowed out of the same Purchase Money, and that all Interest due and to grow due for the said whole 2100*l.* till the Time of executing the said Conveyances, shall be paid and cleared by the said *A. B.* and *D. D.* or one of them, their, &c. and that the said *E. F.* and his Heirs, shall enter upon the said Moiety, and receive the Rents and Profits thereof for his and their proper Use, from, &c. last past. And lastly, that the Charges of the Fine and Recovery to be levied and suffered of the said Moiety and Premises, in order to make out a good Title and Conveyance as aforesaid, shall be paid and born by the said *A. B.* and *B.* his Wife, and *D. D.* In Witness, &c.

Agreement by a Husband for himself and his Wife to sell her Freehold Estates when she is 25 Years old (at which Age she is intitled in Possession) at such Rates as they shall be appraised at.

Articles, &c. Between *J. T.* of, &c. Esq; of the one Part, and *J. J.* of, &c. Esq; of the other Part.

Covenant that a Husband and others interested shall convey the Wife's Estate within four Months after his Wife shall be of Age of 25.

Covenant to pay Purchase Money if the Husband and

IN WITNESS Whereof, The said *J. T.* for and in Consideration of the Sum of, &c. of, &c. to him in Hand, &c. by the said *J. J.* at, &c. (in Part of the Purchase Money herein after covenanted and agreed to be paid by him the said *J. J.*) the Receipt, &c. Doth for himself, his, &c. covenant, &c. to and with the said *J. J.* his, &c. by these Presents, That he the said *J. T.* and all other Persons interested in the Manors, Lands and Hereditaments herein after mentioned, shall for the Consideration herein after mentioned within four Kalendar Months next after *D.* the Wife of the said *J. T.* shall have attained the Age of 25 Years or sooner, upon the Request of the said *J. J.* his Heirs or Assigns, at the Costs and Charges of the said *J. J.* his Heirs or Assigns, well and sufficiently convey and assure All those the Manors, &c. (which were the Freehold and Inheritance of Sir *T. D.* late of, &c. Knt. deceased) to which the said *D. T.* Niece of the said Sir *T. D.* and Wife of the said *J. T.* now is or shall be intitled to the Possession of when she shall have attained the said Age of 25 Years, by Virtue of the last Will and Testament of the said Sir *T. D.* her late deceased Uncle (or otherwise) unto or to the Use of the said *J. J.* his Heirs and Assigns for ever, or to such other Person or Persons, and to and to the Use of his or their Heirs, as the said *J. J.* or his Heirs, shall direct and appoint, and that by such Ways, &c. wherein shall be contained such reasonable Covenants and Agreements as are usual in such Cases; And the said *J. J.* for himself, &c. doth hereby covenant, &c. to and with the said *J. T.* his, &c. that if the said *J. T.* and *D.* his Wife, and all other Persons interested and necessary to join, shall within the said four Kalendar Moths next after

ter the said D. shall have attained the said Age of 25 Years, or sooner if requested, well and Wife shall sufficiently convey and assure the said Manors and Premises as herein before is expressed, that join in the then he the said J. J. his Heirs, &c. shall at the same Time on the Executing of such Convey- Conveyance ances and Assurances as aforesaid, well and truly pay, or cause to be paid unto the said J. T. his within four &c. after the several Rates and Prices following, for the absolute Purchase of the said Manors, she is 25 Years Months after &c. Hereditaments and Premises, (that is to say) for the Purchase of the said Capital Messuage or of Age. Mansion-house called S. H. and the, &c. the Sum of 2500*l.* of, &c. and for the Purchase of, After such &c. as the same shall be appraised and valued by two indifferent Persons, the one to be nomi- particular Rates as the nated by the said J. J. his Heirs or Assigns, and the other to be nominated by the said J. T. Estates shall his Executors or Administrators; and for the Purchase of such and so much and such Part or be valued at. Parts of the said Manors, Hereditaments and Premises as now are fairly and *bona fide* let out to Tenants after the Rate of 25 Years Purchase, of like Money, according to the Rents for which the same now are fairly and *bona fide* let to Tenants; and for the Purchase of so much and such Part or Parts of the said Manors and Premises as now are in Hand, and not let to any Tenant after the Rate of 25 Years Purchase of like Money, according as the yearly Value thereof shall be ascertained by two Persons, to be nominated as aforesaid; and for the Purchase of all the Wood-Grounds and Coppice-Woods, and the Soil thereof, and of all the Timber-Trees within, or upon or belonging to the said Manors or Premises, such Sum of like Money as the same shall be valued and appraised to be worth by the two Persons to be nominated as aforesaid. **And** it is hereby further concluded, agreed and declared by and between the said Parties to these Presents, That in Case such two Persons so to be nominated as aforesaid shall not agree and determine the several Valuations intended to be made as aforesaid, that then such Valuations shall be made and determined by an indifferent Person, to be chosen and named Umpire by such two Persons to be nominated as aforesaid. **In Witness, &c.**

Agreement to sell a Moiety of Freehold Lands (decreed to be sold) by the Father for the Daughter when she comes of Age; in the Interim the intended Purchaser to pay Rent.

THIS Indenture made, &c. **Between** J. C. of, &c. Esq; of the one Part, and Parties. T. S. of, &c. Bricklayer, and T. T. of, &c. Carpenter, of the other Part: **Whereas** Recitals of by a Decree made in the High Court of Chancery on or about the 2d Day of December, &c. Decrees in in a Cause then depending, wherein the said J. C. and R. his Wife (since deceased) Daughter Chancery for and Heir at Law of D. D. Gent. then deceased, were Plaintiffs, and T. L. and N. C. Gent. Sale of the (Executors of the said D. D.) were Defendants, (therein reciting *inter alia*) that by a former Estate. Decretal Order dated the 2d of June, &c. made in the said Cause, it was ordered and decreed, that the Testator D. D.'s Real Estate of 7*l.* 18*s.* *per Ann.* (being a Moiety of a Freehold Estate in, &c. held in common with one Mr. C.) should be settled on the said J. C. for his Life without Impeachment of Waste, with Remainder to Trustees to preserve the contingent Remainders therein after limited, with Remainder to the said R. for her Life; Remainder to Trustees for a Term of 500 Years for raising younger Childrens Portions in Case of Issue Male, in such Manner as therein mentioned, with Remainder to the first and other Sons of the said J. C. by the said R. his Wife in Tail Male, with Remainder to the Daughters of the said J. C. by the said R. his Wife, to take as Tenants in Common and not as Jointenants, with Remainder to the said J. C. his Heirs and Assigns for ever; and that the said Real Estate could not be then settled according to the said Decretal Order, the said Plaintiff R. (the Testator's only Daughter and Heir at Law) being then under Age, and that the same had not been settled since she came of Age; and that the Building Lease whereon the said Ground Rent reserved was expired; and that the said Mr. C. was willing to join with the Plaintiffs in granting a new Lease or Sale of the said Premises, it was by the said Decree of the 2d of December, &c. (amongst other Things) by Consent ordered, that the said Plaintiffs should be at Liberty to sell and dispose of their Interest in the said Ground Rent and Houses, and that the Money arising by Sale, which should belong to the Plaintiffs, should be laid out in a Purchase, and settled to the same Uses as the Estate was directed to be settled by the said first Decree; as by the said in Part recited Decree, Relation, &c. **And whereas** soon after making the last recited Decree, and before any Death of Sale was made of the said Real Estate in, &c. the said R. the Wife of the said J. C. departed J. C.'s Wife this Life, leaving Issue by the said J. C. only one Daughter, namely E. now an Infant of the E. only Age of 12 Years or thereabouts, to whom the said Moiety of the said Premises, by Virtue of Daughter. the Settlement directed to be made by the first herein before mentioned Decree, will after the Death of ——— descend: **And whereas** by a certain Memorandum or Agreement bearing An Agree- Date the 15th Day of November, &c. between H. C. Esq; as well on the Behalf of himself as ment for Sale of the said J. C. of the one Part, and the said T. S. and T. T. of the other Part, the said L. C. to T. S. and (in T. T.

who were to
build Houses.

Agreement
that the re-
cited Agree-
ment shall be
void so far as
inconsistent
with the A-
greement
hereafter men-
tioned.

Recital of
T. T.'s Agree-
ment with
J. C. for Pur-
chase.

How Pur-
chase Money
is to be paid.

T. T. covenants
for himself
and Daughter
that when she
is of Age they
will convey.

Peaceable En-
joyment.

(in Consideration of the Sum of 400*l.* paid or secured to be paid to him and the said J. C. on or before the 24th Day of *June*, &c.) Did agree to assign over and make a good Conveyance and Title in Law unto the said T. S. and T. T. their Heirs and Assigns for ever, of all those Houses, &c. And the said T. S. and T. T. Did thereby covenant with the said H. C. and J. C. their Heirs and Assigns, that they the said T. T. and T. T. should on or before *Lady-day* or *Midsummer* then next at their Charge erect and build four Dwelling-Houses of Brick and Timber-Work on the same Ground in, &c. as aforesaid, whereon the said Houses before mentioned stood; And that the said T. S. and T. T. their Executors, Administrators and Assigns, should pay unto the said H. C. and J. C. their Heirs and Assigns, the yearly Rent of 25*l.* by quarterly Payments to commence at *Christmas* then next. And whereas the said T. S. and T. T. in Pursuance of the said Agreement, have at their Charge erected and built four new Brick Houses on the said Ground as aforesaid, but have not paid the said 400*l.* Purchase Money according to their said Agreement: And whereas the said — Daughter of the said J. C. now an Infant, after her Father's Death, when she attains to her Age of 21 Years, will be intitled to the said Moiety of the said Ground and Premises; and he the said J. C. not being capable of making a good and sufficient Title to and convey the said H.'s Moiety of the said Ground and Premises unto them the said T. S. and T. T. according to the Agreement for that Purpose; and they the said T. S. and T. T. not having paid their said 400*l.* Consideration Purchase Money as aforesaid, and not being at present able to raise and pay the same according to their said Agreement; for which Reasons, and in Regard thereof, **This Indenture witnesseth**, and it is hereby mutually and reciprocally agreed and declared by and between all and every the Parties hereunto, and the true Intent and Meaning of them and of these Presents is, That the said recited Memorandum or Agreement so made as aforesaid, so far as the same relates to the said J. C.'s Estate and Interest in the said Moiety of the said Piece of Ground therein mentioned, and which is repugnant to and inconsistent with the Agreement herein after made between the said J. C. and the said T. T. shall from henceforth be absolutely void and of no Effect to all Intents and Purposes whatsoever; any Thing to the contrary thereof notwithstanding. And whereas the said T. T. hath contracted and agreed with the said J. C. for the absolute Purchase of the said Moiety of the said Piece of Ground and Premises herein after mentioned, and of the Fee-simple and Inheritance thereof, at and for the Sum of — **Which** Sum is hereby mutually agreed between them the said J. C. and T. T. shall be paid at such Time, and with and under such Covenants and Agreements touching his the said T. T.'s Enjoyment of the said Premises until the Purchase Monies paid, or the Payment of the yearly Sum of — in Lieu thereof, unto the said J. C. until a proper Conveyance be made of the said Premises unto the said T. T. in such Manner, and subject nevertheless to such Distress, as herein after mentioned and expressed touching and concerning the same, in Case of Non-payment thereof: **Now this Indenture further witnesseth**, That in Pursuance and in Part of Performance of the said last recited Agreement, and in Consideration of the said Sum of — Purchase Monies, to be paid by the said T. T. at such Time and in Manner as is herein after by the said T. T. agreed and covenanted for that Purpose, he the said J. C. as well for and on the Behalf of himself, as also for and on the Behalf of the said E. C. his Daughter, and for the several and respective Heirs, Executors and Administrators, doth grant, remise and agree, to and with the said T. T. his, &c. in Manner as follows, (that is to say) That they the said J. C. and E. his Daughter, or one of them, their or one of their Heirs, shall and will on or before the — Day of — (at which Time she the said E. C. if living, will have attained her Age of 21 Years) make out as well a good and clear Title to the said Moiety of the said Ground and Premises herein after mentioned, as also by Indenture of Lease and Release, or other good and sufficient Conveyances and Assurances in the Law, (be the same by Fine or Recovery, or otherwise) to be by them the said J. C. and E. his Daughter, or their respective Heirs, some or one of them, duly executed, levied and suffered; and as by the Counsel learned in the Law of him the said T. T. his Heirs or Assigns, shall in that Behalf be reasonably advised or required, absolutely convey and assure unto and to the Use of the said T. T. his Heirs and Assigns for ever, freed and absolutely discharged of and from all and all Manner of Charges and Incumbrances whatsoever, **All** that, &c. and also one Moiety or Half-Part of the yearly Ground-Rent of — now reserved and payable for the said Premises; and also all the Estate and Estates, Right, Title, Interest, Possession, Property, Claim and Demand whatsoever of them the said J. C. and E. his Daughter, or of either of them, of, in and to the said Premises, so agreed to be purchased as aforesaid. **And further also**, That it shall and may be lawful to and for the said T. T. his Heirs and Assigns, at all Times from henceforth for ever hereafter, peaceably and quietly to have, hold, &c. the said Moiety of the said Piece of Ground and Premises so intended to be conveyed as aforesaid, and to receive and take the said Moiety of the Rent, Issues and Profits thereof, to and for his and their own Use and Benefit, without any Let, &c. of, from or by the said J. C. and E. his Daughter, or either of them, their or either of their Heirs or Assigns, or of or by any other, &c. **Subject ne-**
vertheless

nevertheless to the Payment of the said Sum of ——— Purchase Monies for the said Premises Subject to the to them the said J. C. and E. his Daughter, or one of them, in Manner as aforesaid; and also Purchase Money, and Distress till Purchase Money paid. subject to such Distress as herein after is mentioned in Case of Non-payment of the said yearly Sum of ——— so to be paid by the said T. T. his Heirs or Assigns, until the said ——— Purchase Monies shall be so paid as aforesaid. **And this Indenture further witnesseth,** that in further Pursuance and full Performance of the said recited Agreement, and in Consideration of such quiet Enjoyment of the said Moiety of the said Piece of Ground and Premises, and of such Conveyance and Assurance so to be made thereof to the said T. T. and his Heirs by them the said J. C. and E. his Daughter, or one of them, their or one of their Heirs, in Manner aforesaid; **He** the said T. T. for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise, grant and agree to and with each of them the said J. C. and E. his Daughter, their and each of their Heirs and Assigns, in Manner as follows, viz. That he the said T. T. his Heirs, Executors, Administrators or Assigns, (on the Executing, Perfecting and Completing of such Conveyance and Assurance of the said Moiety of the said Piece of Ground, Rent and Premises so to be made to him the said T. T. and his Heirs in Manner as aforesaid) shall and will well and truly pay, or cause to be paid unto the said J. C. and E. his Daughter, or one of them, their or one of their Heirs or Assigns, the said Sum of ——— of, &c. which Sum when paid is hereby agreed by all the Parties hereto shall be in full for the absolute Purchase of the said Moiety of the said Ground, Rent and Premises; **And also** that he the said T. T. his Heirs, Executors, Administrators or Assigns, shall and will (in the mean Time and until such Time only as the said Conveyance so made and executed to him or them of the said Premises so agreed to be by him purchased as aforesaid) well and truly pay, or cause to be paid to the said J. C. and his Heirs or Assigns, the yearly Rent or Sums of ——— of, &c. on the four Quarter-Days following, (to wit) on, &c. by equal Proportions, or within ——— Days next after every of the said Quarter-Days; the first of which Quarterly Payments to be begun and be made on, &c. next or within ——— Days then next following; **And** in Case it shall happen that the said yearly Sum, or any Part thereof, shall at any Time during the Time aforesaid be behind or unpaid by the Space of ——— Days next after any of the said Quarter-Days whereon the same ought to be paid as aforesaid, (being lawfully demanded) that then it shall and may be lawful to and for the said J. C. his Heirs or Assigns, to enter upon the said Premises so agreed to be conveyed as aforesaid, and to distrain for the same, and the Distress and Distresses then and there found to carry away, detain and keep, or otherwise dispose thereof as the Law in such Cases directs, until the said yearly Sum of ——— and all Arrears thereof, and all Costs and Charges touching the same, shall be fully satisfied and paid: **And it is hereby mutually agreed** between the said J. C. and T. T. for themselves and their respective Heirs, that as well the Sum of ——— now due to Mr. A. an Attorney at Law for Fees and Expences of prosecuting the above Proceedings in Chancery, as also the Charge of this present Conveyance, and of all the subsequent Deeds, Conveyances and Assurances to be made touching the Conveying of the said Premises unto the said T. T. as aforesaid, shall be equally born and paid by them the said J. C. and T. T. and their respective Heirs and Assigns, Share and Share alike: **And** the said J. C. for himself, his Heirs, Executors and Administrators, doth by these Presents bind himself, his Heirs, Executors and Administrators, unto the said T. T. his Heirs, Executors and Administrators, in the Penal Sum of ——— of lawful Money, for the true and just Performance of the Covenants and Agreements in these Presents contained, and which on the Part and Behalf of the said J. C. his Heirs, Executors and Administrators, are to be paid, kept, done and performed; **And** he the said T. T. for himself, his Heirs, &c. (The like to Mr. C.) **In witness,** &c.

Agreement that Part of Purchase Money for the Moiety of Freehold Lands remaining in the Purchaser's Hands until the Owner of the other Moiety shall be of Age or die, is to discharge Mortgage Money; the Residue to Vendor of the first Moiety, which is to stand as Security for the Money retained, and an Agreement by the said Vendor and the Guardians of the Infant to procure him to convey his Moiety when of Age, and an Agreement as to the Custody, and Producing the Title Deeds.

THIS Indenture, &c. Between E. F. of, &c. of the one Part, and A. B. of, &c. and B. his Wife, (late B. D. the Widow and Relict of C. D. &c. deceased) and D. D. eldest Son and Heir of the said C. D. by the said B. of the other Part. **Whereas,** &c. (Recitals. of Mortgage in Fee from said C. D. and A. B. his Trustee, to F. G. and said E. F. redeemable on Payment of 1350l. and Interest; and that at the Time of the Mortgage the Premises were charged with 3000l. under the Will of a former Owner, subject to a Term of 500 Years for raising the same; C. D. by his Will directed the 3000l. and 1350l. and Interest, to be paid by

his Executors out of his Personal Estate, and devised one Third of the Lands to his Wife, now Wife of said A. B. for Life, and subject thereto, to his two Sons by Moieties in Tail, with cross Remainders in Fee, and appointed Executors and died, the Executors paid Part of the Money charged by the former Owner, and the Cestuy que Trust of the Mortgage in Fee advanced the rest, and took an Assignment of the Term to his Trustees. The Assignment. The Executors of the Mortgagor paid a further Sum to the Mortgagee, 2100 l. now due to said F. G. on his Securities; said D. D. (the Mortgagor's Son) of Age, A. B. and B. his Wife (his Mother and her Husband) have suffered a Recovery and declared the Use by Bargain and Sale inrolled. E. F. contracted for the Purchase of the said Moiety for 3000 l. and A. B. and B. his Wife, and D. D. by Lease and Release (in Consideration of 1950 l. in Part of said 3000 l. paid by said E. F. to said D. D. A. B. and B. his Wife, and of 1050 l. Residue of said 3000 l. to be paid by said E. F. to said F. G. in Discharge of a Moiety of the said Debt of 2100 l.) conveyed by the Direction of the said E. F. one Moiety of the Premises to Y. Z. in Trust for said E. F. subject to said 1050 l. to be paid by the said E. F. out of the said 3000 l. Purchase Money to the said F. G. N. D. Tenant in Tail of the other Moiety, is a Minor, whereby the 2100 l. due to said F. G. on Mortgage of the whole Premises, cannot be effectually apportioned; wherefore it was agreed that the said E. F. should only pay down 1350 l. in Part of said 3000 l. Purchase Money, and retain in his Hands 1650 l. the Residue thereof, said 1350 l. paid, and said 1650 l. remaining behind in the Hands of E. F. in which 1650 l. are included the said 1050 l. to be paid by said E. F. to said F. G. in Discharge of a Moiety of his Debt of 2100 l. **Now this Indenture witnesses,** and it is hereby declared and agreed by and between all the said Parties to these Presents, and the said D. D. and A. B. and B. his Wife, do hereby declare, consent and agree, that the said Sum of 1650 l. (Residue of the said 3000 l. Purchase Money) so remaining in the Hands of the said E. F. as aforesaid, is so to remain in the Hands of him, his Heirs, &c. at such Interest for the same in the mean Time, as is herein after mentioned, until the said N. D. shall attain his Age of 21 Years, or die without Issue, which shall first happen, and then and thereupon the said Sum of 1650 l. is to be paid and applied by the said E. F. his, &c. in Manner following; that is to say, So much and such Part thereof as shall be sufficient and necessary, absolutely to free and discharge the said Moiety, Hereditaments and Premises, purchased by the said E. F. as aforesaid, of and from the said Debt or Sum of 2100 l. due and owing to the said F. G. as aforesaid, and every Part thereof, and all Interest then due for the same, is to be and shall be paid unto him the said F. G. his, &c. and all the then Residue thereof, over and above what shall be so paid to the said F. G. his, &c. as aforesaid, is to be and shall be paid unto him the said D. D. his, &c. **And** the said E. F. doth hereby for himself, his, &c. covenant, &c. to and with the said D. D. his Heirs, &c. in Manner following; that is to say, That he the said E. F. his Heirs, &c. shall and will well and truly pay or cause to be paid the said Sum of 1650 l. so remaining in his Hands as aforesaid, and every Part thereof, unto such Person or Persons, and for such Purposes, and at such Time or Times, and in such Proportions and Manner, as are herein before in that Behalf mentioned and agreed upon; **And further** that in the mean Time and until the said Sum of 1650 l. shall be paid, applied and disposed of as aforesaid, he the said E. F. his, &c. shall and will pay, or cause, &c. such Interest for the said Sum of 1650 l. to such Persons, and in such Manner and Proportions as are herein after mentioned; that is to say, Unto the said F. G. his, &c. Interest for the Sum of 1050 l. Part of the said Sum of 1650 l. at the Rate of 4 l. 10 s. per Cent. per Ann. and the said D. D. his, &c. Interest for the Sum of 600 l. (Residue of the said Sum of 1650 l.) at the Rate of 4 l. per Cent. per Ann. such Interest to commence and be accounted from the Day of the Date hereof, and to be paid and payable by equal Half-yearly Payments, on the, &c. in every Year, (and so in Proportion, and after the respective Rates aforesaid, for any shorter or lesser Time than a Year) free of all Taxes and Deductions whatsoever, Parliamentary or otherwise: **And for the better and more effectually securing the Payment of the said Sum of 1650 l. together with such Interest for the same as aforesaid, to such Persons, and at such Time or Times, and in such Proportions and Manner as herein before in that Behalf is mentioned and agreed upon, he the said E. F. doth hereby for himself, &c. covenant, &c. to and with the said D. D. his, &c. that the said Moiety, Hereditaments and Premises so purchased by him the said E. F. as aforesaid, shall be a Security for, and shall stand and be subject to and charged and chargeable with the Payment of the said Sum of 1650 l. and such Interest for the same as aforesaid; and he the said E. F. doth hereby charge and subject the same Moiety and Premises with and to the Payment of the said 1650 l. and such Interest for the same accordingly: **And** the said A. B. doth hereby for himself and the said B. his Wife, his and her Heirs, &c. covenant, &c. with the said E. F. and D. D. and each of them, their and each of their Heirs, &c. that they the said A. B. and B. his Wife, and the Guardians for the Time being of the said N. D. or some of them, shall and will from Time to Time during the Life of her the said B. and until the said N. D. shall attain his Age of 21 Years, or die without Issue, pay or cause to be paid unto the said F. G. his,**

Agreement of the Vendors as to the Purchase Money remaining unpaid.

Part to discharge the Mortgage,

the Residue to D. D. Purchaser covenants to pay the same accordingly, and Interest in the mean Time.

Covenant that the purchased Moiety shall stand as Security for the Money retained and Interest.

The Husband covenants for himself and Wife to E. F. and D. D. to pay the Interest for half of the Money due.

his, &c. Interest for one Moiety of the said Debt or Sum of 2100*l.* so due and owing to him as aforesaid, as and when the same shall become due and payable, and thereof and therefrom shall and will save, defend, keep harmless and indemnified them the said *E. F.* and *D. D.* and each of them, their and each of their Heirs, &c. and the said Moiety and Premises so purchased by the said *E. F.* and the said Sum of 2000*l.* so remaining in his Hands as aforesaid, and every Part thereof. **And whereas** by Reason of the Infancy of the said *N. D.* his said

Recital that the Minor's Moiety cannot now be sold, tho' the Husband and Wife and *D. D.* agree that it should, or at least they would endeavour to procure the same to be sold to said *E. F.* Covenant to endeavour to procure such Sale when the Minor comes of Age or dies.

Moiety or Half-part of the said Manor, &c. cannot at present be sold, or be by him legally and effectually conveyed; yet nevertheless upon a Contract of the said *E. F.* for the Purchase of the other Moiety of the same Premises, they the said *A. B.* and *B.* his Wife, and *D. D.* did agree with the said *E. F.* that his the said *N. D.*'s Moiety should, for the Considerations herein after mentioned, be sold and conveyed and assured unto him the said *E. F.* in Manner herein after expressed, or at least that they the said *A. B.* and *B.* his Wife and *D. D.* would use their utmost Endeavours to procure the same Moiety to be sold, conveyed and assured:

Now therefore in Pursuance of the said last mentioned Agreement, and in Consideration of the Covenant and Agreement on the Part of the said *E. F.* next herein after contained, they the said *A. B.* and *B.* his Wife, and *D. D.* do hereby for themselves, &c. covenant, &c. to and with the said *E. F.* his Heirs and Assigns, that they the said *A. B.* and *B.* his Wife and *D. D.* or the Survivors or Survivor of them, shall and will within the Space of six Kalendar Months after the said *N. D.* shall attain his Age of 21 Years, or die without Issue, which shall first happen, or sooner (in case the same can be legally done) cause and procure, or do his, her or their utmost Endeavours to procure the said *N. D.* or his Heirs, by good and sufficient Conveyances and Assurances in the Law to grant, convey and assure, or to join with such of them the said *A. B.* and *B.* his Wife, and *D. D.* as shall be then living, (and be necessary Parties to such Conveyances) in granting, &c. the said Moiety or Half-part of him the said *N. D.* of and in the said Manor, &c. and all his, her and their several and respective Estates and Interests therein, unto and to the Use of him the said *E. F.* his Heirs and Assigns, or as he or they shall direct and appoint, free from all Intails and Incumbrances, and with usual and reasonable Covenants, in such Manner as by the said *E. F.* his, &c. or his or their Counsel, &c. shall be reasonably advised, &c. in which Conveyances and Assurances they the said *A. B.* and *B.* his Wife and *D. D.* or such of them as shall be then living, and shall be thereunto required, shall and will freely and voluntarily join with the said *N. D.* or his Heirs. **And in**

The Purchaser covenants that on Sale of the other Moiety he will pay 3300*l.* in several Proportions;

Consideration of the Covenant and Agreement last herein before contained, the said *E. F.* doth hereby for himself, &c. covenant, &c. to and with the said *A. B.* and *B.* his Wife, and *D. D.* their Executors, &c. that he the said *E. F.* his Heirs, &c. shall and will, upon the Sealing, Executing and Perfecting of such Conveyances and Assurances as aforesaid, of the said last mentioned Moiety of the said Manor, &c. pay or, &c. for and as in full for the Consideration Money for the Purchase of the same Moiety, the full Sum of 3200*l.* of, &c. in the Proportions and Manner following; that is to say, the Sum of 150*l.* (Part thereof) unto the said *D. D.* his Executors, &c. and the Sum of 3150*l.* (Residue thereof) unto the said *N. D.* and *A. B.* and *B.* his Wife, or some or one of them, in such Proportions as they shall in that Behalf agree upon, or unto such other Person or Persons as for the Time being shall be legally intitled to receive the same. **And it is hereby agreed** by all the said Parties hereto, that

and the Charges, except a Fine or Recovery.

the Charges and Expences of such Conveyances as are last herein before mentioned (save only of any Fine or Recovery which may be necessary to be levied or suffered thereupon, or in Order thereto) shall be paid and born by the said *E. F.* his Heirs, &c. but the Charges and Expences of any such Fine or Recovery as is last mentioned (in case any such shall be necessary) shall be paid and born by the Person or Persons levying or suffering the same. **Provided always**

Provido, that if the last Moiety shall not be conveyed, the Agreement to be void.

nevertheless, and it is hereby agreed and declared by and between all the said Parties to these Presents, that in case the said last mentioned Moiety of the said Manor, &c. shall not in Pursuance of the said Agreements herein before in that Behalf contained, be conveyed and assured unto, &c. within, &c. (*ut supra*) then and in such Case, and at all Times from thenceforth, the said Covenant and Agreement herein before contained on the Part of the said *E. F.* for Payment of the said Sum of 3300*l.* and all other the Agreements herein before contained for the Purchase and Conveyance of the same Moiety in Manner aforesaid, shall cease, determine and be utterly null and void to all Intents and Purposes; any Thing, &c. **And whereas**

Recital of Agreement as to the Custody and producing the Title Deeds.

it has been agreed by and between all the said Parties to these Presents, That all and every the Deeds, Evidences and Writings in the Schedule here under mentioned, which concern and relate to the Title of the said Manor, &c. should be delivered to the said *E. F.* and remain in the said Hands and Custody of him and his Heirs and Assigns, but to be by him and them produced in Manner herein after mentioned: **Now** in Pursuance of the said last mentioned Agreement, the said *E. F.* doth hereby for himself, his Heirs, &c. covenant, &c. to and with the *A. B.* and *B.* his Wife, and *D. D.* that he the said *E. F.* his, &c. shall and will at any Time or Times after he shall receive the same from the said *F. G.* upon the reasonable Re-

Covenant as to the same.

quest

quest of the said *A. B.* and *B.* his Wife, *D. D.* and *N. D.* or any of them, or of such other Person or Persons who for the Time being shall be Owner or Owners of or legally intitled to the said last mentioned Moiety and Premises, (but at the Costs and Charges of the Person or Persons who shall make such Request) produce and shew forth, or cause or procure to be produced or shewn forth, unto them the said Parties last mentioned, or any of them, or such Owner or Owners as aforesaid, or to his or their Counsel or Counsels, or at any Trial or Hearing in any Court of Law or Equity, or otherwise, as Occasion shall be or require, all and every or any of the said Deeds, Evidences and Writings, (unless hindered or prevented by Fire, or other inevitable Accident) for the evidencing, maintaining and defending the Titles of the said Parties last named, or of such Owner or Owners, in and to the said last mentioned Moiety and Premises so as he the said *E. F.* his, &c. be not compelled or compellable for the doing thereof to go or travel further than the Cities of *London* and *Westminster*, or one of them. **Witness**, &c.

Between several Persons to purchase Estates, each to pay his proportionable Part of the Purchase Money and Charges, &c.

Whereas it has been proposed that we *H. W. J. S.* and *J. T.* or some or one of us, shall purchase the Estate of *T. J. T.* Esq; in *B. H.* and *O.* in *G.* And also all an Estate of the said Mr. *T.* which he holds for two Lives at *K.* in *S.* And also an Estate of the said Mr. *T.* at *L.* in *W.* And also an Estate of the said Mr. *T.* in the City of *B.* which he holds by one or more Lease or Leases. And also the present and reversionary Interest of Mrs. *W.* in the aforesaid Estate at *K.* **Now** we do severally promise and agree with one another, That if any one or more of us shall purchase the said Estates, or any of them, either in our own, or any other Name or Names, that the others or other of us will pay our Proportions of such Purchase Money; And that such Purchase or Purchases shall be for the Joint Benefit of us all; And that all Costs, Charges, Damages and Expences relating thereto, shall be born by us in equal Proportions. **Provided**, That the Purchase Money for the said Estates at *B. H.* and *O.* do not exceed 10,200*l.* and the Purchase Money for the said other Estates of the said *T. J. T.* 800*l.* and the Purchase Money for the said Estate or Interest of the said Mrs. *W.* 350*l.* **Witness** our Hands the — Day of, &c.

Articles as to the purchasing of the Equity of Redemption of the Estate in G. &c. pursuant to the last Agreement.

Articles of Agreement had, &c. at *D.* in *French Flanders*, this — Day of — (according to the Stile used in *Great Britain*) in the Year of our Lord —, between *T. J. T.* Esq; late of *H.* in the County of *G.* in the Kingdom of *Great Britain*, but now residing in *D.* aforesaid, and *M.* his Wife, of the one Part, and *J. T.* of, &c. Gent. and *R. W.* of, &c. in the County of *M.* in *Great Britain* aforesaid, Gent. of the other Part, as follows:

Recitals,
As to *T. J. T.*'s
being seised
of the Equity
thereof.

As to Suit in
Court touch-
ing foreclo-
sing him, &c.

And what
now due to
Mortgagees
from him.

As to his be-
ing indebted

Whereas the said *T. J. T.* is seised of or intitled to the Equity of Redemption in Fee-simple of the Manor of *O.* and of divers Messuages, Lands, Tenements and Hereditaments in *B. H.* and *O.* in the said County of *G.* (all which said Manor, Messuages, Mills, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, by Virtue of some Deeds, Mortgages or Securities entered into and executed by the said *T. J. T.* stand charged with and subject to the Payment of the Principal Sum of 7300*l.* to *R. N.* Esq; and *R. S.* or one of them, with Interest for the same from the 9th Day of *March* (according to the Stile used in *Great Britain*) in the Year of our Lord —. And the said *R. N.* and *R. S.* have filed their Bill in the High Court of Chancery in *Great Britain* aforesaid, praying (amongst other Things) the Repayment of the said Principal Sum, with the Interest due for the same, or that in Default thereof he the said *T. J. T.* might be absolutely foreclosed of his Equity of Redemption of and in the said Manor and Premises, with the Appurtenances, or to some such Purpose or Effect, and several further Proceedings have been had thereon. — So that it is now computed, that the said Principal Money, and the Interest thereof to *Midsummer* last, with the Costs of Suit which have been and will be occasioned thereby (after a Deduction of 625*l.* or thereabouts, which hath been received by the said Mortgagees, or one of them, out of the Rents and Profits of the said mortgaged Premises) will amount to upwards of 8000*l.* **And whereas** the said *T. J. T.* now is and stands indebted to the several Persons in the Schedule

due here under named in the several Sums of Money in the same Schedule mentioned to be due to them respectively; which he is desirous should be paid accordingly: **And whereas** the said *T. J. T.* hath this Day agreed to grant, sell and assign his Equity of Redemption, and all his Right, Title and Interest of and in all his said Manor, Messuages, Mills, Lands, Tenements and Hereditaments before mentioned, and all other his Estate, Lands, Tenements and Hereditaments in the said County of *G.* with their and every of the Rights, Members and Appurtenances, unto the said *J. T.* and *K. W.* their Heirs, Executors and Administrators (subject to the aforesaid Incumbrances) for the Considerations herein after mentioned: **Now these Presents witness,** That for and in Consideration of the Sum of 65*l.* of, &c. to be paid to the said *T. J. T.* as herein after mentioned, and of the Annuities or yearly Payments herein after also mentioned to be paid by the said *J. T.* and *K. W.* and to be secured in such Manner as herein after is mentioned; and also in Consideration that the said *J. T.* and *K. W.* have agreed to pay the said Principal, Interest and Costs to the said *R. N.* and *R. S.* and also to pay the said several Debts in the said Schedule hereunder written mentioned, and to indemnify him the said *T. J. T.* from the same; **The said T. J. T. Doth** by these Presents covenant, promise, grant and agree to and with the said *J. T.* and *K. W.* their Heirs, Executors and Administrators, that he the said *T. J. T.* and the said *M.* his Wife, shall and will within two Months from the Day of the Date hereof, at the Request of the said *J. T.* and *K. W.* their Heirs or Assigns, and at their Costs and Charges, by Fine, and such other good and sufficient Conveyance and Assurance in the Law, as Counsel learned in the Law shall advise; convey and assure unto the said *J. T.* and *K. W.* and their Heirs for ever, or unto such other Person or Persons, and his, her or their Heirs for ever, as the said *J. T.* and *K. W.* shall direct and appoint, the Equity and Right of Redemption of the said *T. J. T.* and all his and the said *M.*'s Right, Title and Interest of and in the said Manor, Messuages, Mills, Lands, Tenements and Hereditaments, and all other the Manors, Messuages, Mills, Lands, Tenements and Hereditaments of him the said *T. J. T.* in the said County of *G.* freed and discharged of and from all Manner of Incumbrances whatsoever, (**Other than and except** the Incumbrances herein before and in the Schedule hereunder written mentioned) **And** that the said *J. T.* and *K. W.* or such other Person or Persons as they shall direct, shall and may receive and take all the Rents, Issues and Profits of the said Manor, Messuages, Mills, Lands, Tenements and Hereditaments from *Midsummer* last for their own Use. **And** the said *J. T.* and *K. W.* for themselves, their Heirs, Executors and Administrators, do hereby covenant, promise, grant and agree to and with the said *T. J. T.* his Heirs, Executors and Administrators, that on his the said *T. J. T.* and *M.* his Wife, their acknowledging such Fine, and making and executing such other Conveyances and Assurances as aforesaid, they the said *J. T.* and *K. W.* their Heirs, Executors and Administrators, shall and will well and truly pay or cause to be paid to the said *T. J. T.* his Heirs or Assigns, the said Sum of 65*l.* and also shall and will give, seal, execute and deliver to the said *T. J. T.* one Bond or Obligation in the Penalty of 3000*l.* of lawful Money of *Great Britain*, with Condition to be there under written, for making void the same, if they the said *J. T.* and *K. W.* or either of them, their or either of their Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said *T. J. T.* or his Assigns upon Request, one Annuity or yearly Sum of 70*l.* of like lawful Money, during the Life of the said *T. J. T.* by equal Half-yearly Payments; the first Payment thereof to begin and be made on *Christmas* Day next; and also if the said *J. T.* and *K. W.* or either of them, their or either of their Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said *M.* the Wife of the said *T. J. T.* or to such Person or Persons as she shall direct or appoint, on like Request, for her sole and separate Use, (notwithstanding her Coverture) one Annuity or yearly Sum of 30*l.* of like lawful Money during her Life, by the like equal Half-yearly Payments; the first Payment thereof also to begin and be made on *Christmas* Day next; and in case of the Death of the said *M.* in the Life-time of the said *T. J. T.* then if the said *J. T.* and *K. W.* or either of them, their or either of their Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid the said Annuity or yearly Sum of 30*l.* to the said *T. J. T.* or his Assigns, on like Request, from the Death of the said *M.* during his Life, by the like Half-yearly Payments as aforesaid, in such Manner as the said Annuity of 70*l.* is before mentioned to be paid to him: **And** the said *J. T.* and *K. W.* do also for themselves, their Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said *T. J. T.* his Heirs, Executors and Administrators, that on the acknowledging such Fine and executing such other Conveyances and Assurances as aforesaid, they the said *J. T.* and *K. W.* shall and will well and truly pay or cause to be paid unto the said *R. N.* and *R. S.* all such Principal, Interest and Costs as are now due to them or either of them on their said Securities, and to the said several Persons in the said Schedule here under written mentioned, the several Sums therein mentioned to be to them respectively due and owing, and thereof and therefrom well and sufficiently save harmless and keep indemnified him the said *T. J. T.* his Heirs, Executors and Administrators,

to several Persons in a Schedule, &c. As to his Agreement for Sale of Premises, &c. The several Considerations to be paid and done by the Grantees.

Grantor covenants that he & Ux. will convey his Right and Equity, &c. The Premises

free from Incumbrances, except, &c. Grantees to have Rent from *Midsummer* last.

Grantees covenant to pay and do the several Considerations, viz.

Monies, Two Annuities,

one to the Grantor,

the other to his Wife for her sole Use.

Mortgagees, &c. to be paid.

and his and their Lands, Tenements, Goods and Chattels; and if the said Debts or any of them shall appear to be less than they are now computed at, or if any Sum of Money shall be saved out of the said Debts by way of compounding the same or otherwise, that then they the said *J. T.* and *K. W.* will pay the Money so saved to the said *T. J. T.* his Executors or Administrators. **In Witness whereof** the said *T. J. T.* *J. T.* and *K. W.* have hereunto set their Hands and Seals the Day and Year first above written. Executed by all the Parties. The Schedule to which the above written Articles refer. Due to Mrs. *T.* by Judgment 150*l.* Due to Mr. *J. J.* by Judgment 200*l.* Due to Mr. *W. W.* by Judgment 50*l.* Due to Mr. *H. P.* 75*l.*

Sealed, &c.

The like as to the other Estates, &c.

Articles, &c. (*The same as in the foregoing Articles*)

Seised of Freehold Lands in *L.* possessed of a Leasehold Messuage in *Bristol*, subject to a Mortgage;

also possessed of Lands in *H.* for Lives.

Indebted to *H. W.* &c. Considerations.

Covenant to pay Purchase Money, &c.

Whereas the said *T. J. T.* is seised of or intitled to the Equity of Redemption in Fee-simple, of and in divers Messuages, Barns, Lands, Tenements and Hereditaments in the Parish of *L.* in the County of *W.* in *Great Britain* aforesaid, of the clear yearly Value of 28*l.* 11*s.* or thereabouts; and is possessed of one Messuage *cum pertinentiis*, situate on the *W.* in the Parish of *T.* in the City of *Bristol* in *Great Britain* aforesaid, by Virtue of a Lease from the Dean and Chapter of *Bristol* aforesaid, for the Remainder of a Term of 40 Years, and of one other Messuage and Ground *cum pertinentiis* in the Parish of *St. J.*'s within the same City, situate behind the said last mentioned Messuage, for the Remainder of a Term of 1000 Years or some other long Term, both which said last mentioned Messuages are now or late were in Possession of one *J. G.* as Tenant to the said *T. J. T.* and are of the clear yearly Value of 33*l.* or thereabouts, which said Premises at *K.* and *B.* are now in Mortgage to one Mr. *D. W.* for 500*l.* on which Mortgage is due for Interest 25*l.* **And whereas also** the said *T. J. T.* is possessed of other Lands, Tenements and Hereditaments at *K.* in the County of *S.* in *G. B.* and late in the Possession of *F. G.* and now of *Q. R.* Tenants to the said *T. J. T.* and which he held for the Life or Lives of one or more Person or Persons: **And whereas** the said *T. J. T.* is now justly indebted to the said *K. W.* in the Sum of 120*l.* of lawful, &c. **Now these Presents witness,** That for and in Consideration of the said Sum of 170*l.* now due as aforesaid to the said *K. W.* and also in Consideration of the Sum of 105*l.* of, &c. to be paid to the said *T. J. T.* as herein after is mentioned; and in Consideration that the said *J. T.* and *K. W.* have agreed to pay the said 525*l.* so due as aforesaid to the said *D. W.* the said *T. J. T.* doth hereby covenant, promise, grant and agree, to and with the said *J. T.* and *K. W.* their Heirs, Executors and Administrators, that he the said *T. J. T.* his Heirs, &c. shall and will within two Months from the Date hereof, at the Request, Costs and Charges of the said *J. T.* and *K. W.* their, &c. by such good and sufficient Conveyances, &c. in the Law as, &c. convey, assign and assure unto the said *J. T.* and *K. W.* their Heirs, Executors and Administrators, or to such other Person or Persons, his, her, or their Heirs, Executors and Administrators, as the said *K. W.* and *J. T.* shall direct or appoint; the Equity and Right of Redemption of the said *T. J. T.* and all his Estate, Right, Title and Interest of, in, and to all the aforesaid Messuages, Lands, Tenements and Hereditaments, and all other the Messuages, Lands, Tenements and Hereditaments whatsoever of him the said *T. J. T.* in the said Counties of *W.* and *S.* and in the said City of *B.* or any of them, freed and discharged of and from all Manner of Incumbrances (except as aforesaid,) and that the said *J. T.* and *K. W.* or such other Person or Persons as they shall direct, shall and may receive and take the Rents, Issues and Profits of all the said Premises from *Midsummer* last, for their own Use; **And** the said *J. T.* and *K. W.* for themselves, their Heirs, Executors and Administrators, do hereby covenant, promise, grant and agree, to and with the said *T. J. T.* his Heirs, Executors and Administrators, that on his the said *T. J. T.*'s making and executing such Conveyances, Assignments and Assurances, as aforesaid, they the said *J. T.* and *K. W.* their Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid to the said *T. J. T.* his Heirs, Executors or Administrators, the said Sum of 105*l.* and shall and will also pay or cause to be paid unto the said *D. W.* his Executors or Administrators, the said Principal and Interest Money so due to him as aforesaid, and thereof and therefrom indemnify the said *T. J. T.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels. **In Witness whereof** the said *T. J. T.* *J. T.* and *K. W.* have, &c. (*ut supra.*)

Part of an Agreement for the Purchase of a House, with a Covenant that the Vendor will pay all such Money as the Purchaser shall expend in recovering Possession.

— All that Messuage, &c. With Covenants and Warranty in such Conveyance and Assurance to be comprized, that the said T. A. his Heirs and Assigns shall hold and enjoy for ever the said Messuage, &c. against the said A. P. and her Heirs, and without any Let, &c. of or by the said A. P. or T. G. or G. G. the Son of J. G. Father of the said A. P. their Heirs or Assigns, or any of them, or any other Person or Persons claiming, &c. And for making any further lawful and reasonable Assurance in the Law, at the Cost, &c. as, &c. during the Space of, &c. next ensuing the Date of such Conveyance so to be made, With all other fit and reasonable Covenants to be comprized in such Conveyance and Assurance. Item, The said A. P. doth further covenant, &c. that she the said A. P. her Heirs, &c. shall and will within 40 Days next after Notice and Request made, well, &c. pay or, &c. unto the said T. A. his, &c. all such Sum or Sums of Money, as he or they shall at any Time hereafter necessarily expend, lay out or disburse in ejecting or putting out the said R. P. out of Possession of the said Messuage, &c. and recovering the Possession thereof unto the said T. A. his, &c. by due Course of Law. [Covenant to pay Purchase Money, ut supra, &c.]

Agreement for the Sale of a Manor mortgaged to two Persons for as much as it is worth, whereby in Consideration of other Lands conveyed, one Mortgagee agrees to part with his Right to the other.

Articles, &c. Tripartite, &c. Between J. S. of, &c. and A. S. of, &c. of the first Part, J. W. sen. of, &c. and J. W. jun. of, &c. of the second Part, and A. A. of, &c. of the third Part, Witness, That it is covenanted, concluded and agreed upon by and between the said Parties to these Presents, in Manner and Form following, to wit.

Whereas for some Years last past there hath been and now is due and owing unto T. M. of, &c. the Sum of 1300 l. Principal Money, by Mortgage on the Manor of B. and, &c. situate, &c. late the Estate of Sir S. B. of, &c. And whereas the said J. W. the elder, having for it conveyed and assured all that Capital Messuage and Farm called B. Farm, now, &c. and all, &c. Part of the said Manor and Premises in B. purchased of the said Sir S. B. as aforesaid, unto the said J. S. and A. S. and their Heirs, In Trust for and to the Use and Benefit of the said J. W. the elder, and J. his Wife, Sister of the said J. S. and A. S. and the Issue of their two Bodies; he the said J. W. the elder, by, &c. did grant, &c. unto the said J. S. and A. S. and their Heirs, the Water-Mill, Lands, &c. herein after particularly named, other Part of the said Premises so purchased of the said Sir S. B. as aforesaid, upon Trust, that they the said J. S. and A. S. and their Heirs, should and might out of the Rents, &c. of the said herein after mentioned Premises, in the first Place pay and satisfy themselves the Sum of 50 l. then lent to the said J. W. the elder, and then pay or cause, &c. unto the said T. M. or his Assigns, by half yearly Payments, the Interest of the said 1300 l. and when and so often as the Wood-Lands, Parcel of the said herein after mentioned Premises should be fellable, should by the Felling and Sale thereof, and the Timber thereon, levy and raise as much Money as they could, for and towards the Payment of said Principal Sum of 1300 l. and also upon Trust, &c. And whereas the said J. W. the elder, by, &c. reciting as aforesaid, and that the said J. W. the younger, at the Instance and Request of his said Father, had agreed as well to join with him in the Mortgage of the said Manor of B. and the other Premises aforesaid unto the said A. A. for the Security of 400 l. and Interest at 5 l. per Cent. per Ann. and to become jointly and severally bound with the said J. W. the elder, unto the said A. A. in the Sum of 800 l. conditioned to perform the Covenants of the said intended Mortgage, and for the better Security of the Repayment of the said 400 l. and Interest, and to confels two Judgments on the said Bond of 800 l. he the said J. W. the elder, in Consideration thereof, and of the Love, &c. to the said S. W. did give and grant unto the said S. W. all and every the Surplus Money arising by the Rents and Profits or Sale of the said herein after mentioned Premises, as also all and every the said herein after mentioned Premises as shall not be sold, and did give and appoint unto him the said S. W. his, &c. the full and whole Benefit of the Trust aforesaid; and in order thereunto, did therein and thereby direct, limit and appoint the said J. S. and A. S. to pay the said Surplus Money, and to convey and assure such of the

The Son and
Heir of the
Mortgagor
supposed to
be dead.

Premises not
sufficient to
pay.

Agreement
for Purchase,
Part of the
Money to be
paid in Dis-
charge of
T. M.'s Mort-
gage.

faid herein after mentioned Premisses as should be unfold, or all of them, subject to the Charges before mentioned, unto the said S. W. and his Heirs: **And whereas** the said J. W. the elder, in and by his last recited Indenture, for the Considerations aforesaid, having covenanted to stand seised of the said Manor of B. with its Rights, &c. to the Use of the said J. W. the younger and his Heirs, he the said J. W. the elder, together with the said S. W. in Pursuance of the said recited Agreements, by, &c. in Consideration of 300 l. paid to the said J. W. the elder, and of the Sum of 100 l. paid to the said S. W. did convey, &c. the said Manor, &c. unto the said A. A. and his Heirs, by way of Mortgage, and under Condition to be void on Payment of the said Sum of 400 l. and Interest at the Rate aforesaid, unto the said A. A. his, &c. at the Time in the last recited Indenture appointed for the Payment thereof, and now long since past, as by, &c. **And whereas** the said S. W. soon after the Execution of the said last mentioned Indenture went beyond the Seas, and not having been heard of since is supposed to be dead, and his Trust and Interest in the said herein after mentioned Premisses, being vested in the said J. W. the elder, as Administrator of the said S. W. and in the said J. W. the younger, as Brother and Heir to the said S. W. **And whereas**, by reason of all other Necessaries out-going, the Rents and Profits of the said herein after mentioned Premisses, have not been sufficient to pay all the Interest due on the said T. M.'s Mortgage, much less the Interest due on the said A. A.'s Mortgage, so that at the Sealing and Delivery of these Presents, there is due and owing on the said several Mortgages the Sum of 1900 l. and upwards, being the utmost that the Inheritance and absolute Purchase of the said herein after mentioned Premisses are worth: **And whereas** the said A. A. hath contracted and agreed with the said J. W. the elder, and the said J. W. the younger, for the Purchase of the said hereafter mentioned Premisses, at the Rate and Price aforesaid, of which said Sum of 1900 l. the Sum of, &c. is to be paid by the said A. A. unto the said T. M. in Discharge of his Mortgage as aforesaid: **Now these Presents witness**, That it is covenanted, concluded and agreed on, by and between the said Parties to these Presents, in Manner and Form following, viz. **Imprimis**, The said J. S. and A. S. J. W. the elder, and J. W. the younger, for and in Consideration of the Premisses aforesaid, and of the Sum of, &c. to be paid by the said A. A. unto the said T. M. as is hereafter mentioned, shall and will on this Side, or before, &c. in such Manner, &c. and at the proper Cost, &c. of the said A. A. his, &c. grant, &c. unto the said A. A. his, &c. to the Use of him, his Heirs and Assigns, all that, &c. (the other Lands granted as a Security. Usual Covenants.) **In Witness**, &c.

A special Agreement in Articles of Purchase of a Manor, &c. as to the Time of the Purchaser's being let into Possession, and that the Vendor shall hold the next Court, and receive the Rents, Fines, &c. to a Day to come.

ITEM, It is agreed by and between the said Parties to these Presents, that the said B. B. shall be let into Possession of the Premisses at Michaelmas next, but that all Arrears of Rent, Fines, Casualties and other Profits arising from the said Estate and Premisses, or any Part thereof, which now are, or on or before Michaelmas next shall be due or payable, together with the Fines, Perquisites and Profits which are or shall incur or become due, at or before the next Court to be held for the said Manor, (and which it is agreed shall be held by and in the Name of the said A. A. or his Heirs, on or before the — Day of, &c.) shall belong to and be received by the said A. A. his Heirs, Executors or Administrators, and that he and they shall have full and free Liberty to receive and get in the same accordingly.

Another where the Purchaser is to receive the Rents, Fines, &c. due from a Day past.

AT the End of the Vendor's Covenant to convey. **And also** that he said (Purchaser) shall and may forthwith enter into and upon the said Premisses, and receive, take and enjoy to his own Use, all the Rents, Issues and Profits thereof, which from Lady-Day now last past are grown due or shall grow due or payable; and also all Fines for Renewals of Leases of the Premisses, and for Admittances to Copyhold Estates holden of the said Manor, which since Lady-Day now last past have dropt or fallen in, or become due or payable, or which shall drop or fall in, or become due or payable by the Death of any Person or Persons, for whose Life or Lives such Leases or Copyhold Estates are or were holden, or otherwise in Respect of the Premisses or any Part thereof.

A Provision in Articles of Purchase, in Case of Delay or Default of either Party.

IT EM, That if by Reason of any Delay, Neglect or Default, by or on the Part of the said (the Purchaser) or his Heirs, or his or their Counsel or Agents, the said Conveyances of the said Estate and Premises, shall not be ready and tendred to the said (Vendor) or his Heirs, to be executed on or before the said — Day of, &c. and the said — l. Purchase-Money be not then accordingly paid, then and in such Case the said (Purchaser) his, &c. shall and will pay and allow to the said (Vendor) his, &c. Interest for the said — l. at the Rate of, &c. to be computed from the said — Day of, &c. until the said — l. shall be paid as aforesaid; but if by Reason of any Delay, Neglect or Default, by or on the Part of the said (Vendor) or any claiming under him, such Conveyances as aforesaid shall not be executed on or before the said — Day of, &c. then and in such Case, no such Interest as aforesaid shall be paid or allowed during the Time of such Delay of the said (Vendor.)

An Agreement in Purchase Articles, that the Vendor shall have Room and Liberty for Threshing, &c. his Corn, &c. and Room for Servants, Horses, &c. till his Stock can be conveniently carried away.

— **Item,** The said (Purchaser) doth hereby covenant and agree, that until the said (Vendor,) his, &c. can conveniently thresh out, sell, carry away, or otherwise dispose of his Corn, Grain, Hay, Hops, and other Stock now being upon the Premises, or any Part thereof, he and they shall have and enjoy suitable Barn-Room and other Conveniences upon the Premises wherein to lodge, lay up and bestow such Corn, Grain and Hay as aforesaid, and likewise suitable House-room for his and their Servants, Agents and Horses to be employed for the Purposes aforesaid, together with free Liberty of Ingress, Egress, Regress, Way and Passage to go, come, thresh out, fetch and carry away the same Corn, Grain, Hay, Hops and other Stock, and every or any Part thereof, in or over any necessary Part of the said purchased Premises, doing no wilful Damage to the same.

Agreement in Articles of Purchase as to the Profits of Wood, and Exception to be made of Contracts for Wood.

AND whereas it cannot at present be ascertained what the true clear yearly Value of the Woods may be beyond the Woodkeeper's Salary, and other Charges, it being doubted they will not amount to above 50 l. per Ann. though the same are estimated in the Particular delivered in, at 100 l. per Ann. **It is therefore mutually agreed** between the said Parties, that the said (Purchaser) shall have and receive the Profit of the Bark of all the Trees upon the Premises, sold to Mr. J. which are yet unfelled, or else shall default and detain the Sum of 200 l. out of the last Payment of the said — l. in Lieu of the said Bark, at the Election of the said (Vendor,) such Election to be made in Writing under the Hand of the said (Vendor) before, &c. **And, &c.** that the Contracts for Woods with L. and J. shall be expressly excepted in the Covenant against Incumbrances in the Conveyance to be made of the Premises to the said (Purchaser) and his Heirs.

Agreement for the Sale of a Copyhold Estate, the Consideration Money paid down.

Articles, &c. Between A.B. of, &c. and C.D. of, &c. of the other Part.

Whereas the said C. D. has on the Day of the Date hereof contracted and agreed with the said A. B. for the Purchase of the Copyhold Messuages, Lands, Tenements and Hereditaments herein after mentioned for the Sum of — to be paid by the said C. D. to the said A. B. at and upon the surrendering of the said Copyhold Messuages, &c. to the Use of him, his Heirs and Assigns for ever, according to the Custom of the Manor whereof the same Premises are held: **Now these Presents witness,** That for and in Consideration of the Sum of — of, &c. to the said A. B. in Hand, &c. at, &c. the Receipt, &c. he the said A. B. doth hereby for himself, &c. covenant, &c. to and with the said C. D. his, &c. in Manner following, that is to say, That he the said A. B. shall and will on or before, &c. surrender into the Hands of the Lord of the Manor of L. in the County of S. by the Rod, by the Hands of the Steward of the said Manor, or by the Hands of two or more Customary Tenants

PART II.

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Other Cove-
nants.

nants of the said Manor, or otherwise, according to the Custom thereof, **All that, &c. To the only Use and Behoof of the said C. D. his Heirs and Assigns for ever: And, &c.** (Covenants lawfully seised; Power to surrender; Quiet Enjoyment, Free from Incumbrances, except Quit-Rent payable to the Lord of the Manor; further Assurance. See Tit. Covenants.) **In Witness, &c.**

Another Part of the Consideration paid down, the Rest to be paid on Surrender, &c. and an Agreement as to moveable Goods on the Premises, &c.

Articles, &c. Between P. C. of, &c. of the one Part, and H. H. of, &c. of the other Part, as follows:

Seised.

By Demise.

Covenant to
assign.

and put Pur-
chaser in Pos-
session,

and to sur-
render.

Good Right.

Peaceable En-
joyment,
and shall af-
sign.

Collateral Se-
curities.
Covenant to
pay.

Agreement
for Goods on
the Premises.

In Witness, Whereas the above named P. C. now standeth lawfully seised in his Demefne as of Fee, according to the Custom of the Manor of B. aforesaid, after the Decease of T. C. Widow, of and in one Copyhold or Customary Messuage, together with, &c. situate, &c. and Parcel of the aforesaid Manor: **And whereas** the said P. C. is now possessed of the aforesaid Messuage and Premises, with the Appurtenances, by Demise from the said T. C. for a certain Term ending at the Feast of St. Michael the Archangel next ensuing the Date above written, the said P. C. doth for himself, his, &c. covenant, &c. to and with the said H. H. his, &c. by these Presents, that he the said P. C. on this Side and before the first Day of Easter Term next ensuing, shall at the Costs and Charges of the said H. H. convey, assign and set over unto the said H. H. and his Assigns, all the present Estate, Title and Interest of the said P. of, in and to the said Messuage and Premises, and every Part and Parcel thereof with the Appurtenances, and shall and will put the said H. H. or his Assigns in peaceable Possession thereof, and that the same shall be then in as good Plight and Repair as now they be. **Item,** The said P. C. for and in Consideration of, &c. in Hand, &c. by the said H. H. &c. the Receipt, &c. and also in Consideration of, &c. to be paid by the said H. H. to the said P. as hereafter in these Presents is limited, doth for himself, his, &c. covenant, &c. to and with the said H. H. his, &c. by, &c. that he the said P. C. and S. his Wife, shall and will before and on this Side the said first Day of Easter Term next ensuing, by usual Names surrender, according to the Custom of the said Manor, into the Hands of the Lord of the said Manor, the aforesaid Messuage and Premises with the Appurtenances, and all their Estate, Possession, Reversion, Remainder, Right, Title and Interest therein, to the Use and Behoof of the said H. H. his Heirs and Assigns for ever; and that he the said P. hath now good Right and Title to the said Messuage and Premises with the Appurtenances, and a good Estate therein in Fee-simple, according to the Custom of the said Manor after the Decease of the said T. C. and shall make and give unto the said H. H. such Assurance and Security for the quiet Enjoying of the Premises as the said P. hath had, made or given unto him, of W. W. of whom the said P. lately purchased the same, and shall and will assign over to the said H. by such Ways or Means, as by him or his Counsel learned in the Law shall be reasonably devised, advised and required, all Bonds, and other Collateral Securities which the said P. now hath for the safe and free Enjoying of the Premises, or any Part thereof. **Item,** The said H. H. doth for himself, his, &c. covenant, promise and grant to and with the said P. C. his, &c. and every of them by these Presents, that he the said H. H. or his Assigns, shall and will, upon the aforesaid Surrender made by the said P. and S. his Wife, and the peaceable Possession delivered of the Premises in such good Plight and Repair as they now be, according to the true Intent and Meaning of these Presents, pay, content and satisfy unto the said P. C. or his Assigns, the whole and just Sum of 100 l. of, &c. **Item,** It is agreed between the said Parties to these Presents, that the said H. H. shall buy of the said P. C. such Moveables as now be in the said Messuages and Premises, or that he shall be pleased to leave them at such Rates, as two Men, to be by the said P. and H. indifferently chosen, shall appraise the same; and that the said H. H. shall pay unto the said T. C. all Rents that shall grow due unto her for the Premises from the Day of the Date of these Presents. **In Witness, &c.**

An Agreement for the Purchase of a Freehold and Copyhold Estate to be conveyed by a Man, his Wife and her Trustees.

Agreements.

Memorandum, That in Consideration of five Guineas in Gold unto R. S. of, &c. and E. his Wife, and to E. F. Esq; and T. K. Gent. (their Trustees) some or one of them, in Hand paid by C. B. of L. Merchant, the Receipt, &c. and of the Sum of 2800 l. more of, &c. to be paid to the said E. F. and T. K. by the said C. B. (upon the Trusts mentioned in a certain

certain Indenture *Quadripartite*, dated the first Day of *February* last) at the Time of Executing and Perfecting the Surrender and Conveyances of the Estate herein after mentioned, as herein after is mentioned, the said *R. S.* and *E.* his Wife, and by their Direction the said *E. F.* and *T. K.* have sold unto the said *C. B.* and his Heirs, **All** that, &c. and all Houses, &c. to the said Messuages, &c. every or any of them belonging or in any wise appertaining; and all other the Lands, &c. whatsoever of them the said *R. S.* and *E.* his Wife, or either of them, or of the said *E. F.* and *T. K.* or either of them, in Trust for the said *R. S.* or *E.* his Wife, or of any other Person or Persons whatsoever in Trust or for the Use of them the said *R. S.* and *E.* his Wife, or either of them, or whereof or wherein they the said *R. S.* and *E.* his Wife, *E. F.* and *T. K.* every or any of them, have or hath any Estate, Right, Title, Interest, Possession, Trust, Claim or Demand which late was or were the Estate of *B. D.* deceased, in or near *S.* aforesaid, or elsewhere in the Parish of *W.* in the said County of *E.* **And** the said *R. S.* for himself and the said *E.* his Wife, and his, her and their Heirs, doth hereby covenant and promise to and with the said *C. B.* his Heirs and Assigns, that they the said *R. S.* and *E.* his Wife, and the said *E. F.* and *T. K.* and all and every other Person or Persons whatsoever having, &c. of, in or to the Premises, every or any Part thereof, either in Law or Equity, shall and will on this Side and before the — Day of — next, duly surrender to or to the Use of the said *C. B.* and his Heirs, or to such Person or Persons as he or they shall nominate and appoint, to the Use of the said *C. B.* his Heirs or Assigns, or of such Person or Persons as he or they shall nominate and appoint, **All** such Part and so much of the said Premises as is Copyhold; **And** shall and will by such Conveyance and Conveyances, as the Counsel of the said *C. B.* his Heirs or Assigns, shall advise (and with usual and reasonable Covenants to be therein contained) convey a good, perfect and indefeasible Estate of Inheritance in Fee-simple, of, in and to **All** such Part and so much of the said Premises as are Freehold, with the Appurtenances, unto the said *C. B.* his Heirs and Assigns, or to such Person or Persons as he or they shall in that Behalf nominate and appoint, to the Use of the said *C. B.* his Heirs and Assigns, or to the Use of such Person or Persons as the said *C. B.* his Heirs or Assigns, shall in that Behalf nominate and appoint, free of all Incumbrances whatsoever, (Quit-Rents from henceforth to grow due only excepted:) **And** the said *E. F.* and *T. K.* for themselves severally, and not jointly, or the one for the other of them, or for the Act or Default of the other of them, do covenant and agree with the said *C. B.* to join in making a Surrender and Conveyance of all and every the Premises aforesaid, with the Appurtenances, unto the said *C. B.* and his Heirs, or to such Person or Persons as he or they shall in that Behalf nominate and appoint, to the Use of the said *C. B.* and his Heirs, or of such Person or Persons as the said *C. B.* or his Heirs shall in that Behalf nominate and appoint, as his or their Counsel shall advise, free of all Incumbrances done or to be done by them, or either of them: **And** the said *C. B.* for himself, his Heirs, &c. doth hereby covenant and agree to and with the said *E. F.* and *T. K.* their Heirs and Assigns, that upon executing and perfecting such Surrender, or Surrenders and Conveyances as aforesaid, he the said *C. B.* his Heirs, &c. shall and will pay, or cause to be paid unto the said *E. F.* and *T. K.* or one of them, their or one of their Executors or Administrators, upon the Trusts aforesaid, the Sum of 2800 *l.* of &c. **And it is mutually agreed** by and between all the said Parties to these Presents, that the Charge of the Surrender of the Copyhold Part of the Premises, and the Fine and the Charge of the Admittance on the same, and all other Charges relating thereunto, shall be paid and deducted out of the said Purchase Money, and the Conveyance of the Freehold Part of the Premises shall be at the Charge of the said *C. B.* his Heirs or Assigns. **In Witness, &c.**

The Husband covenants for himself and Wife to convey.

Copyhold

and Freehold Premises.

Trustees covenant to join.

Covenant to pay the Purchase Money.

Charges as to the Copyhold Lands, to be deducted out of Purchase Money.

The Purchaser to bear the Expences as to the Freehold Lands.

Another, of a fifth Part of Freehold and Copyhold Lands, subject to an Estate for Life, and after such Estate to make further Conveyance of such further Right as shall in the Interim have descended to him.

That he the said *W. B.* and his Heirs shall and will within — Months next ensuing the Day of the Date hereof, convey, surrender and assure unto and to the Use of the said *J. S.* and his Heirs, a good and indefeasible Estate of Inheritance of in and **All** his one undivided fifth Part (the whole into five equal Parts to be divided) of **All** that Messuage or Tenement, Farm and Lands, (being Part Freehold and Part Copyhold of Inheritance) situate, &c. and now in the Tenure, &c. by Fine and such Conveyances and Surrender in the Law as shall be requisite; (Subject nevertheless to the Estate for the Life of *J. B.* of and in the Premises:) **And it is also agreed**, that the said *W. B.* and his Heirs shall within ten Days next after the Decease of the said *J. B.* convey, assure and surrender unto and to the Use of the said *J. S.* and his Heirs, all such further Right, Title and Interest in and to the said Farm as shall during the Life-time of the said *J. B.* descend or come to him by the Death or Deaths of his Brother *J. B.* or of his Cousin *F. P.* *T. P.* and *E. P.* every or any of them: **In Consideration**

tion whereof the said *J.S.* doth hereby agree to pay to the said *W.B.* for the Purchase of his said undivided fifth Part of the said Farm and Premises, the Sum of 100*l.* of, &c. viz. three Guineas, Part thereof in Hand paid as aforesaid, and 96*l.* 17*s.* other Part thereof, at the executing of the Conveyances and making the Surrender so to be made as aforesaid, and 5*l.* Residue thereof, within ten Days next after the Decease of the said *J.B.* In Witness, &c.

Articles concerning the procuring a Grant of and conveying Lands reverted to the Crown.

Articles, &c. Between the most Honourable *A.B.* &c. of the one Part, and *C.D.* of the other Part, in Manner and Form following, that is to say,

Manors belonging to the Crown.

Acres 40000.

By the first Article 24th Day of May, 2 Car. 1. C.V. was to have one Part in three.

By the second Article dated the 27th of October, the 4th Year of Car. 1. C.V. for 16800*l.* was to have his third Part, and also the King's Part conveyed to him and his Heirs for ever, under a reserved Rent of 485*l.*

The Consideration paid by *J.V.* Imprimis 150000.

The first Letters Patent to *C.V.* dated the 5th of February, 4 Car. 1.

to hold for ever the Manor of *H.W.* the Fee-Farm Rents 485*l.*

The second Letters Patent to Sir *W.C.* *R.C.* Sir *C.H.* *T.B.* *J.L.* *T.V.* in Trust for *C.V.* and *J.V.* dated the 24th of

Whereas his late Majesty King *Charles* the First of blessed Memory, being in Right of his Crown of *E.* and Duchy of *C.* or some or one of them, Owner of the several Manors, Lordships or reputed Lordships of *H. cum membris*, *W.S. C.C. M.R.E. cum membris*, *G. super montem cum membris*, and the Isle of *A.* lying contiguously in the several Counties of *T. L.* and *N.* some or one of them, whereunto above 40000 Acres of Moor, fenny, boggy, drowned or surrounded Grounds, Waste or Commons did belong, whereon his Majesty had a Chase of red Deer, and was known by the Name of *H.* Chase or Level, his Majesty for the Good of his Kingdom in general, and the Ease of his Subjects of those Counties in particular from the said Deer, which the Commoners and Inhabitants were much annoyed with, and for the Advancement of his Revenue, with Advice of the Lords and others of his Majesty's most Honourable Privy Council, by Article under the Great Seal of *E.* bearing Date the 24th Day of May in the second Year of his Reign, with *C.V.* Esq; for draining the same, and thereby allowed him one Part in three of the Waste, Moors, Commons, boggy, fenny and surrounded Grounds, for his Pains and Charges in draining thereof: **And whereas** upon another Contract under the Great Seal of *E.* made by and with the Advice of the Lords and others of his Majesty's most Honourable Privy Council, dated the 27th Day of October in the 4th Year of his Reign, his said Majesty for the Consideration of 16800*l.* Fine, and a Fee-Farm Rent agreed to be reserved, did contract and agree with the said *C.V.* that he the said *C.V.* together with the said third Part, which by the first Contract he was to have for his Charges of draining, should have well and sufficiently conveyed and assured to him and his Heirs for ever, the said Manors of *H. cum membris* *W.* as also so much of the Waste and Common belonging to all the several Manors herein before mentioned and specified, which were to be or should be allotted to his said late Majesty for his Share and Proportion therein, freed and discharged from all Title and Interest of Common, and other Claims whatsoever: **And whereas** the said *C.V.* by the Assistance of his Participant *J.V.* and at the said *J.V.*'s proper Expence of above 150000*l.* did drain all the said Waste and surrounded Ground, pursuant to the said *C.V.*'s first Contract: **And whereas** his said late Majesty in Part of Performance of his said Agreement, did by the Request of the said *J.V.* by his Letters Patent under the Great Seal of *E.* dated the 5th Day of February in the 4th Year of his late Majesty's Reign, give and grant unto the said *C.V.* and his Heirs for ever, the aforesaid Manor of *H. cum membris* *W.* and the several Proportions set out and allotted to the King and Drainer, for their Shares of the Waste belonging to the same Manors, under several new increased yearly Fee-Farm Rents thereby reserved, amounting to 485*l.* per Ann. **And whereas** his said late Majesty, in farther Performance of his said Contract, did by other Letters Patent under the Great Seal of *E.* dated the 24th Day of March in the 11th Year of his Reign, at the Nomination and humble Suit of the said *C.V.* and *J.V.* in Trust for them, give and grant to Sir *W.C.* Knt. *R.C.* Alderman of *L.* Sir *C.H.* Knt. *T.B.* Esq; *J.L.* Merchant, and *T.V.* and their Heirs, several Lands and Hereditaments in the said last recited Letters Patent expressed, being the several Proportions set out for his said late Majesty, and the said Drainer's Shares in the surrounded Grounds and Waste, belonging to the said Manor of *S.C. R.C. M.G. cum membris*, *E. cum membris*, and the Isle of *A.* under several new reserved yearly Fee-Farm Rents, amounting to 775*l.* 17*s.* per Ann. **And whereas** by the said recited Contracts, as in the said several above mentioned Letters Patent, his said Majesty hath covenanted and granted to and with the said Patentees, that he, his Heirs and Successors would give his and their free and Royal Assent to a Bill or Act of Parliament, for the better Assurance of the said Lands and Hereditaments, by the said several Letters Patent granted or mentioned to be granted, and in Performance thereof, it was **Enacted** after the Restoration by his late Majesty King *Charles* the Second, and by and with the Consent of the Lords Spiritual and Temporal, and Commons in Parliament then assembled, and by Authority of the same, that the said two several before recited Letters Patent, the one dated the 5th of February in the 4th Year of his late Majesty King *Charles* the First's Reign, and

and the other dated the 24th of *March* in the 11th Year of his said Reign, and all the Title, *March, 11*
 Estates and Interest thereby made, created, passed or granted or mentioned or intended to be *Car. 1 S. C.*
 granted, as were heretofore Waste, Moors, Fishings, Commons or surrounded Grounds, lying *R. C. M. G. E.*
 within or belonging to the several Manors or reputed Manors therein mentioned, except the *and the Isle of*
 Lands within the Manors of *M.* being Parcel of the Possession of the Dukes of *C.* should *A. the Fee-*
 be to, *Ec.* and to hold them for ever: **And whereas** the said *C. V. W. C. R. C. Sir C. H.* *17 s. per Ann.*
T. B. J. L. and *T. V.* did in and by their Deed of Feoffment dated, *Ec.* for the Consideration *The King*
 of the Sum of 13000*l.* before mentioned to be disbursed by the said *J. V.* in draining the *covenanted to*
 aforesaid Premises, and also for the Consideration of the further Sum of 10000*l.* disbursed *give his Royal*
 for the said *C. V.* and the other Patentees in Payment for the said Letters Patent and Money *Assent to an*
 paid to the said *C. V.* and also for the farther Sum of 20000*l.* to the said *C. V. Ec.* in Hand *Act for Con-*
 paid, at or before the executing the said Indenture, and for other Considerations therein com- *firmation; ac-*
 prised, the said *C. V. Ec.* did grant, bargain, sell, infeoff and confirm unto the said *J. V.* the *cordingly*
 aforesaid Premises to hold to the said *J. V.* for ever: **And whereas** the said *J. V.* was a Fo- *Enacted.*
 reigner and was never naturalized at the Time of his Death, by Reason whereof the Premises *Feoffment to*
 that he was intituled unto, is become vested in the Crown of *G. B.* by virtue of its Prerogative *J. V.*
 Royal, the Duchy of *C.* or the Laws of this Kingdom tending thereto: **And whereas** the *who was a*
 Deed and other Proofs are now in the Hands, Custody or Power of the said *C. D.* and *Foreigner and*
 thereby the Premises are now under Concealment, insomuch that the Crown is not apprised *never natura-*
 thereof, neither is the Crown or Prerogative able to assert and prove their Title or the For- *lized, where-*
 feiture thereof, without the producing the aforesaid Deed, whereby the same Premises became *by Premises*
 vested in the said *J. V.* for that the said *C. D.* hath of his own Accord applied to, and made *became vested*
 Discovery of the aforesaid Premises to the said *A. B.* whereby he is enabled by such Proofs to *in the Crown,*
 vest the Title thereof in the Crown, and by his Interest may obtain Letters Patent thereof; *but concealed*
Now for the Considerations aforesaid, and for the Consideration that the said *C. D.* shall at all *therefrom,*
 Time and Times hereafter, upon reasonable Notice to him given under the Hand of the said *Discovery by*
A. B. attend and produce the aforesaid and other Proofs which he hath in his Hands, Custody *C. D. who*
 or Power relating to the aforesaid Premises, it is agreed on, concluded and covenanted to, by *may obtain*
 and between the Parties to these Presents in Manner following; **Imprimis** he the said *C. D.* *Letters Patent.*
 doth hereby covenant, promise and oblige himself, *Ec.* that he the said *C. D.* shall and will, *Consideration*
 as often as required by the said *A. B.* attend at any Time and Place, and there produce before *of producing*
 the said *A. B.* or any other Person, the above mentioned Deed of Feoffment, and all other *Proofs.*
 Proofs that are in his Hands, Custody or Power, or which shall or may come into his Hands, *C. D. cove-*
 Custody or Power, touching or relating to the afore mentioned and herein comprised Premises, *nants to pro-*
 which the said *J. V.* was intituled unto at the Time of his Death. **Provided always** that the *duce the same.*
 said *C. D.* shall have 24 Hours Notice thereof, for every 40 Miles that the said *C. D.* is to go, *Notice of At-*
 ride or otherwise be conveyed in Relation thereto, and his reasonable travelling Charges paid *tendance*
 down according to his Ability: **Item,** in Consideration whereof, and for the Consideration *therewith.*
 before mentioned, the said *A. B.* doth hereby for himself, *Ec.* covenant, grant and agree, to *A. B. to pay*
 and with the said *C. D. Ec.* that at and before the executing of these Presents, there shall *C. D. on exe-*
 be paid to the said *C. D.* by the said *A. B.* or his Order, the Sum of ——— and that the *cuting these*
 third Part of the Premises herein before mentioned to be granted by the Crown to the said *Presents.*
A. B. or to any other Person or Persons for him or them, or to any other Patentee or Paten- *C. D. to have*
 tees whatsoever, shall be by him the said *A. B. Ec.* his or their Order, Direction or Procure- *said third Part*
 ment, conveyed to the said *C. D.* by him or them, within one Month after such Patent obtained, *of Premises*
 to hold to the said *C. D. Ec.* for and during the Time to be limited, expressed, inserted, men- *granted, con-*
 tioned or comprised in the said Letters Patent, and to be conveyed to the said *C. D. Ec.* at the *veyed to him*
 proper Costs and Charges of the said *A. B. Ec.* and freed from and of all Incumbrances whatsoever; *at Costs of*
And for such Grants from the Crown and Conveyance from the said *A. B. Ec.* the said *A. B.* *A. B. to pay*
 doth for himself, *Ec.* farther covenant, grant, promise and oblige himself, and agree to and *C. D. 100 l.*
 with the said *C. D. Ec.* that he the said *A. B. Ec.* shall and will pay or cause to be paid unto *per Ann. until*
 the said *C. D. Ec.* the Sum or Annuity of 100*l. per Ann.* to be paid quarterly on the Days *a Conveyance*
 of Payment used for that Purpose, (*viz.*) the Annuity, *Ec.* the first Payment to commence *of the third*
 from, *Ec.* and to be paid on, *Ec.* and so on successively until such Conveyance of the Pre- *Part be exe-*
 mises before mentioned is made and executed by, *Ec.* to the said *C. D.* **Item,** The said *C. D.* *to have*
A. B. for the Consideration before expressed doth covenant and agree to and with the said *C. D.* *the whole*
Ec. that he the said *C. D.* shall be employed in and have the whole Management of the Suing *Management*
 or otherwise Prosecuting of the said pretended Owners of the Premises before mentioned, for *of the suing*
 obtaining Possession of the several Premises, *Ec.* and for the Default of conveying the said *the Owner of*
 third Part according to the Tenor of these Presents to the said *C. D. Ec.* that then it shall and *the Premises.*
 may be lawful, by Virtue hereof and of the Contents herein comprised, for the said *C. D. Ec.* *C. D. to enter*
 to enter into and upon any Part of the Premises herein before mentioned, in the Name of the *into the whole*
 whole, and so it to retain without being accountable for the same, till the said *A. B. Ec.* or *in Default of*
 any other Patentee or Patentees shall make and execute such Devise or Devises, Conveyance or *Conveyance*
 of a third.

Conveyances, Assurance or Assurances of the said third Part of the Premises, as is before expressed unto the said C. D. &c. any Thing herein contained or in the Laws to the contrary hereof in any wise notwithstanding. **In Witness, &c.**

Agreement for passing a Particular, rated in Fee-simple, under the Great Seal, to two Patentees, and from them to the Purchaser.

Whereas the said R. H. hath already delivered unto the said R. T. a Particular in Parchment already rated by the Commissioners, of the Manor of R. with the Appurtenances in the County of Y. per Ann. 10*l.* to be passed from the King's Majesty by Letters Patent under the Great Seal of England, amongst other Things in Fee-simple, to such Person or Persons, Patentee or Patentees in Trust, their Heirs and Assigns for ever, as the said R. T. shall think fit, and from the said Patentee or Patentees to F. B. of, &c. his, &c. for ever: **And whereas** for the doing and finishing thereof the said F. B. by the Hands of the said R. H. hath, at the Ensealing and Delivery of these Presents, paid and delivered unto the said R. T. the Sum of, &c. in full Satisfaction of and for the clear and absolute Purchase of the said Manor, and of and for all Charges for the same to be answered or paid in any wise, either to his Majesty or any other for the Purchase of the same Manor, other than for the Inrolling of the Conveyance or Assurance to be made by the said Patentee or Patentees to the said F. B. his, &c. and other than for the Charges of the procuring of the Survey of the Woods growing upon the Premises, both which are to be done at the Costs and Charges of the said F. his, &c. **In Consideration** whereof the said R. T. doth covenant and grant for him, his, &c. by these Presents, to and with the said R. H. his, &c. and every of them in Manner and Form following, that is to say, That he the said R. T. his, &c. shall and will at his and their own proper Costs and Charges, do his and their best Endeavours to procure the same Manor of R. with the Appurtenances to be passed and granted from his Majesty, his Heirs and Successors, amongst other Things in Fee-simple, by Letters Patent under the Great Seal of England to the said Patentee or Patentees, their, &c. for ever, before the 25th Day of — next ensuing the Date hereof, and the same Premises so passed and granted as aforesaid, shall and will cause and procure the said Patentee or Patentees to convey and assure the said Manor of R. with the Appurtenances by Deed acknowledged to be inrolled under the said F. B. his, &c. for ever, in such Manner and Form, and with and under such Covenants and Warranties as in like Cases is used and accustomed; and it is fully agreed by and between the said Parties, that if in case the said R. T. his, &c. cannot before the said 25th Day of — next coming, procure the said Manor with the Appurtenances to be passed and granted by Letters Patent from his Majesty, as aforesaid, that then he the said R. T. his, &c. shall and will within ten Days next after the said 25th Day of — well and truly content and repay or cause to be repaid unto the said F. B. his, &c. the said Sum of 120*l.* at or in, &c. the said R. T. his, &c. then defaulting out of the said Sum so to be repaid the Sum of 6*l.* of, &c. for such Charges as the said R. T. his, &c. shall disburse or lay out, of, for or about the said Manor.

An Agreement in Articles of Purchase, that if a good Title and perfect Conveyance cannot be made on or before a certain Day, the Premises shall stand as a Security for the Money paid down and Interest, which the Vendors covenant to pay; the Profits received by the Purchaser to go in Part of Payment.

ITEM, It is hereby further agreed and declared by and between all the said Parties to these Presents, and particularly the said (Vendors) do hereby agree and declare, that in case they cannot make out a good Title to, and execute and perfect such Conveyances and Assurances of the Premises as aforesaid, on or before the — Day of, &c. now next ensuing, then the said Manor, &c. and every Part thereof shall remain and be a Security to the said (Purchaser) for securing to him, his, &c. the Repayment of the said Sum of — *l.* now by him paid as aforesaid, at or upon the said — Day of, &c. now next ensuing, together with Interest for the same, after the Rate of, &c. from henceforth, in the mean Time and until Payment thereof, which in such case they the said Purchasers do hereby for themselves severally and respectively, and for their several and respective Heirs, &c. promise and agree to pay accordingly; and then also in such case all such Rents, &c. as he the said Purchaser shall have received by or out of the Premises as aforesaid, shall be deemed and allowed by him in Part of Payment of the same — *l.* and Interest.

An Agreement in Pursuance of an Agreement on the Purchase of a Manor, Rectory, &c. that Part of the Purchase Money being paid down, and a Mortgage made to the Vendor for securing the Residue, (the Title to the Rectory being doubtful) that Part of the Sum so secured should be retained in the Hands of the Purchaser to indemnify him till the said Title can be made effectual by Act of Parliament, &c. the Rectory to be valued by Arbitrators; and in case of Eviction or Composition or any Claim, what the Purchaser may retain.

THIS Indenture made, &c. **Between** A. A. of, &c. Nephew and Heir of B. A. late of, &c. of the one Part, and C. C. of, &c. of the other Part: **Whereas,** &c.

(Recital of a Purchase by Lease, Release and Bargain and Sale of Manors, Rectory, &c.)

And whereas, upon executing the said Deeds of Purchase only 5000*l.* Part of the said Sum 15000*l.* Purchase Money were actually paid to the said A. A. by the said C. C. and 10000*l.*

Residue thereof, together with Interest for the same, at the Rate of 5*l.* per Cent. per Ann.

were agreed to be secured to the said A. A. by Mortgage of the Premises, subject nevertheless to such Deductions as are herein after mentioned; for which Purpose the said C. C. and D. C. have by Indentures bearing even Date, &c. demised and mortgaged the Premises to the said A. A. his, &c. for, &c. as by, &c.

And whereas by Reason of the last Will and Testament of the said B. A. or otherwise, it may be very doubtful whether the said A. A. could legally and effectually sell and convey the said Rectory, &c. to the said C. C. and D. C. and the Heirs and Assigns of the said C. C. in Manner aforesaid; and therefore it was agreed by and between the said A. A. and C. C. at the Time of the said Purchase and Mortgage, that the Sum of 2000*l.* Part of the said Sum of 10000*l.* secured to the said A. A. by and upon the said recited Demise and Mortgage as aforesaid, should notwithstanding such Mortgage remain and continue in the Hands of the said C. C. his, &c. as a Security to indemnify him and them against all Loss, &c. by Reason of any Eviction, &c. from or by any Person claiming, &c. by or under the said A. A. or the said B. A. or any of his Ancestors, or for or by Reason of any Annuity, &c. (Except, &c. (two Annuities) chargeable upon the said purchased Premises, or some Part thereof, to or for the Poor of, &c. for ever.)

Now this Indenture witnesseth, and it is hereby agreed and declared by and between the said Parties to these Presents, and the said A. A. doth hereby covenant and agree to and with the said C. C. his, &c. that the said Sum of 2000*l.* Part of the aforesaid Sum of 10000*l.* shall remain and continue in his and their Hands for the Purpose aforesaid, until either a good and effectual Title to the said Rectory, &c. shall be by the said A. A. his, &c. and at his and their own Charge, procured and obtained by Act of Parliament, or otherwise, to the Satisfaction of the said C. C. his, &c. or his or their Counsel, &c. or in case the same cannot within the Space of one Year next ensuing the Date hereof be procured or obtained, then until the said C. C. his, &c. shall be thereout fully satisfied and paid all such Loss, &c. as he or they shall be put unto or sustain for the Reasons or Causes aforesaid.

And therefore it is hereby further agreed and declared by, &c. That for adjusting the true and real Value of the said Rectory, &c. two indifferent Persons shall be forthwith chosen, the one to be nominated by the said A. A. and the other by the said C. C. who shall by all due and proper Ways and Means endeavour to inform themselves of the Value thereof, and what they shall agree to be the Value thereof, shall be binding and conclusive to the Parties hereunto, so as such Valuation be made and declared under their Hands and Seals within the Space of six Kalendar Months next after the Date hereof; and in case they cannot within that Time agree upon the Valuation thereof, then at the End of the said six Months they shall nominate and appoint an indifferent Person to be by them chosen and appointed under their Hands, who shall finally end and determine the same within the Space of three Kalendar Months next after he shall be so elected and chosen, and whatsoever Value the said Parties or Party so to be nominated or appointed respectively as aforesaid, shall put upon the same Premises, or any Part thereof, the said Parties to these Presents, and their respective Heirs and Assigns, shall submit to and abide by.

And it is hereby further agreed, That in case all or any Part of the said Rectory, &c. shall be recovered or evicted from the said C. C. his, &c. or any claiming, &c. then and in such case, he or they shall or may deduct and retain by and out of the said 2000*l.* so much Money as the same shall amount unto upon such Valuation as aforesaid, at the Rate of 24 Years; but in case upon procuring and obtaining such good and effectual Title to the last mentioned Premises by the said A. A. his, &c. any Annuity or Annuities, Rent or Rents, shall be directed or agreed to be taken in Lieu and Satisfaction of the same, or any Part thereof, then and in such case the said C. C. his, &c. shall and may deduct and retain by and out of the said 2000*l.* such Sum and Sums of Money

Recitals.
1. Of Purchase Deeds.

2. That Purchaser had paid Part of the Money, and secured the rest by Mortgage to the Vendor.

3. A Doubt as to the Vendor's Title to the Rectory, &c.

Agreement that Part of the Purchase Money shall remain in the Hands of the Purchaser till an effectual Title can be procured by Act of Parliament, &c.

In case of Eviction, the Purchaser may retain at the Rate of 24 Years Purchase.

The like, in case of Composition for such Claim.

as

as such Annuity, &c. shall amount unto, after the Rate of 24 Years Purchase, and the Residue and Overplus of the said 2000*l.* after such Deductions in either of the said Cases as aforesaid, if any such there be, shall be paid unto the said *A. A.* his, &c. And the said *A. A.* doth hereby for himself, &c. covenant, &c. to and with the said *C. C.* his, &c. that he the said *A. A.* his, &c. shall and will use his and their utmost Endeavours at the Charges and Expences of the said *A. A.* his, &c. by Act of Parliament or otherwise, forthwith or so soon as conveniently may be, to cause and procure such good and effectual Title to be made of the said Rectory, &c. unto the said *C. C.* his, &c. as he or they or his or their Counsel shall approve of, and that in case he cannot, within the Space of one Year next ensuing the Date hereof, procure such good and effectual Title to be made as aforesaid, then it shall and may be lawful to and for the said *C. C.* his, &c. to make such Deductions, as the Case shall happen, by and out of the said Sum of 2000*l.* after the Rate aforesaid, according to the Loss or Damage he or they shall sustain or be put unto by Reason of any such Eviction, Disturbance or Interruption as aforesaid. And lastly, the said *C. C.* doth hereby covenant and agree with the said *A. A.* his, &c. that during such Time as the said 2000*l.* or any Part thereof shall remain and continue in the Hands of the said *C. C.* his, &c. subject to such Deductions as aforesaid, and until the same shall be actually applied for the Purposes aforesaid, he and they will pay and allow Interest for the same unto the said *A. A.* his, &c. after the Rate of 5*l.* per Cent. per Annum. In Witness, &c.

A good Title
to be procured
by the Vendor.

The Purchaser
to pay Interest
for the Depo-
sit.

An Agreement that a Purchaser of Lands and of an Advowson (the Title for the Advowson being doubtful) shall retain Part of the Purchase Money for his Security in case of Eviction; but in case of peaceable Enjoyment six Months after the Induction of an Incumbent after the next Avoidance, the Purchaser to pay Interest, and in case of quiet Enjoyment seven Years after that, to pay the Principal Money retained and Interest.

Articles, &c. Between *A. B.* of, &c. of the one Part, and *B. C.* of, &c. *C. D.* of, &c. *D. E.* of, &c. *E. F.* of, &c. and *F. G.* of, &c. of the other Part as follows:

Several Per-
sons seised of
Lands and an
Advowson.

Conveyance
thereof.

Doubtful Ti-
tle to the Ad-
vowson.

Agreement
that the Pur-
chaser shall re-
tain Part of
the Purchase
Money as Se-
curity.

The Purcha-
ser covenants
that in case he
peaceably
holds the said
Advowson du-
ring the Life
of the present
Incumbent,
&c. then he
will pay to the
Vendors In-
terest for the
Money re-
tained.

Whereas the said *C. D.* being seised in Fee of two sixth Parts of, &c. in, &c. and the said *B. C.* and *E. F.* being each of them seised in Fee of one other sixth Part thereof, and the said *D. E.* and *J.* his Wife, in Right of the said *J.* being also seised in Fee of one other sixth Part thereof, and the said *F. G.* and *L.* his Wife, in Right of the said *L.* being also seised in Fee of the other remaining sixth Part thereof, and all of them being or pretending to be seised in Fee in the Shares and Proportions aforesaid, of and in the Advowson of the Church of *G.* aforesaid, have by Indenture bearing Date the Day before the Day of the Date of these Presents, and by other Conveyances and Assurances in Consideration of, &c. in the same Indenture mentioned to be paid or secured to them respectively by the above named *A. B.* in Proportion to their respective Estates and Interests of and in the Premises, granted and conveyed, or are therein mentioned to have been granted, &c. unto and to the Use of the said *A. B.* his Heirs and Assigns, the said Messuages, &c. And whereas the Title of the said *C. D.* *B. C.* *E. F.* *D. E.* and *J.* his Wife, and *F. G.* and *L.* his Wife, in and to the said Advowson, being at the Time of such Grant and Conveyance somewhat doubtful and uncertain, they the said *C. D.* *B. C.* *E. F.* *D. E.* and *F. G.* have agreed to leave, and have accordingly left in the Hands of the said *A. B.* the Sum of 1000*l.* Part of the aforesaid Sum of 6000*l.* as a Security for the quiet Enjoyment of the said Advowson by the said *A. B.* his Heirs and Assigns, and subject to the Terms, Conditions and Agreements herein after mentioned concerning the said 1000*l.* Now therefore these Presents witness, That it is hereby declared and agreed by and between all the said Parties hereunto in Manner following; that is to say, **Imprimis,** The said *A. B.* doth hereby for himself, his Heirs, &c. covenant, &c. to and with the said *C. D.* *B. C.* *E. F.* *D. E.* and *F. G.* their Executors, &c. that in case the said *A. B.* his, &c. shall and do hold and enjoy the said Advowson of, &c. during the Life of *J. T.* the present Incumbent of the said Church, or for such Time as he shall continue Incumbent there, and from and after the first Avoidance of the said Church by the Death or Resignation of the present Incumbent, or otherwise, if he the said *A. B.* his Heirs or Assigns shall and may peaceably and quietly present another fit Person as Incumbent to the said Church, who shall thereupon be admitted, instituted and inducted, and continue in the Possession of the Rectory or Parsonage of the same Church by the Space of Half a Year after such Induction, then and in such case, and not otherwise, he the said *A. B.* his Heirs, &c. shall and will answer, allow and pay unto the said *C. D.* *B. C.* *E. F.*

E. F. D. E. and F. G. respectively, or their respective Executors, &c. according to their several and respective Shares and Proportions of and in the said Advowson at the Time of the making the said recited Conveyance, Interest for the said Sum of 1000 l. after the Rate of 4 l. *per Cent. per Ann.* to be computed from the Day of the Date of these Presents, until the End of such Half-year after such Induction as aforesaid, first deducting thereout all Costs and Charges which he the said A. B. his Heirs or Assigns, shall be at in maintaining or defending the Title of the said Advowson (if any such shall be;) And in case the said A. B. his, &c. shall during the Space of seven Years, to be accounted from the said Half-year after such Induction as aforesaid, peaceably and quietly hold, possess and enjoy the said Advowson of, &c. without any Let, Suit, Trouble, Eviction or Interruption of or by any Person or Persons whatsoever lawfully claiming or to claim the said Advowson; then and in such case, and not otherwise, he the said A. B. his Heirs, &c. shall and will at the End of the said seven Years pay or cause to be paid unto the said C. D. B. C. E. F. D. E. and F. G. respectively, or their respective Executors, &c. the said Sum of 1000 l. in the Proportions following; that is to say, Two sixth Parts thereof to the said C. D. his Executors, &c. and a several sixth Part thereof to each of them the said B. C. E. F. D. E. and F. G. respectively, or their respective Executors, &c. together also with the Interest for the same after the Rate of 5 l. *per Cent. per Ann.* to be paid by equal Half-yearly Payments during such Enjoyment, to be computed from the End of the said Half-year after such Induction as aforesaid; thereout first deducting all Charges and Expences which the said A. B. his, &c. shall be at in maintaining or defending the Title of the said Advowson, if any such there be. **Item,** The said C. D. B. C. E. F. D. E. and F. G. do hereby for themselves severally and respectively, and for their several and respective Heirs, &c. covenant, &c. to and with the said A. B. his Heirs, &c. that in case the said Advowson shall at any Time hereafter before the End of the aforesaid seven Years be evicted and recovered from the said A. B. his, &c. by any Person or Persons whomsoever, then and in such case he the said A. B. his, &c. shall and may have, retain and keep the said Sum of 1000 l. to and for his and their own Use and Benefit, as his and their own proper Goods and Chattels, discharged of the aforesaid Covenant and Agreement for the Payment of the same; and in case the said A. B. his, &c. shall be lawfully hindered or obstructed from presenting a fit Person as an Incumbent to the said Church of G. at the first and next Avoidance thereof, or if such Person so presented shall at any Time within Half a Year after his Induction be lawfully removed or ejected by *Quare Impedit*, or other Action, to be brought against him by any Person or Persons whomsoever, then and in either of the said Cases the said A. B. his Heirs, &c. shall be wholly discharged of and from Payment of any Interest for the said Sum of 1000 l. and of and from his and their Covenant and Agreement for Payment of the same. **In Witness, &c.**

Deducting Costs in defending the Title.

And in case he peaceably enjoys it for a certain Term after, that he shall pay the Principal and Interest.

The Vendors covenant, that if the Purchaser be evicted he shall have the Money retained.

And in Case of being disturbed he shall not pay Interest.

An Agreement to indemnify Purchasers of two Houses to a certain Day, from an Annuity formerly charged on them and other Houses, but now uncertain whether the Premises be freed therefrom or not; and if after recovered, the same to be apportioned.

THIS Indenture made, &c. **Between** A. B. of, &c. and B. B. of, &c. two of the Sons of C. B. of, &c. of the one Part, and D. E. of, &c. of the other Part: **Whereas,** &c. (*Recital of a Conveyance in Fee of a House by the said A. B. to D. E. and of another of another House by the said B. B. and his Trustee to the said D. E. and of an antient Deed, whereby many Houses were charged with a perpetual Annuity of 15 l. per Ann. which Houses so charged were conveyed to Q. B. deceased, Grandfather of the said A. B. and B. B. after whose Decease his Trustees sold all the said Houses except five, and which were then the Jointure of Q. B.'s Widow, to W. X. who covenanted to pay the whole Annuity during her Life, and to indemnify the Houses unsold therefrom; and that after her Death only his Proportion, viz. 10 l. and the Houses not then sold, the Residue, viz. 5 l.*) **And whereas** the said two Messuages, or Tenements and Premises so sold and conveyed unto and to the Use of the said D. E. his Heirs and Assigns as aforesaid, are two of the said five Messuages formerly in Jointure to the said V. B. and which from and after her Decease were agreed to be charged with the said 5 l. as aforesaid. **And whereas** the said V. B. departed this Life about, &c. but no Part of the said 5 l. has been paid, or demanded to be paid out of the said five Messuages agreed to be charged therewith as aforesaid, or any of them, since the Decease of her the said V. nor hath any Part of the said Annuity of 15 l. been paid, or demanded to be paid, out of the same five Messuages, or any of them, since the said Year — and it is uncertain whether the said five Messuages, or any of them, be now subject to or chargeable with the said yearly Sum of 5 l. or any Part thereof, or whether the same Messuages have not been freed from the said yearly Sum by some subsequent Agreement; **PART II.**

Recitals.

Houses in Jointure to a Widow, and a Rent charge thereon.

The Houses now sold, Part of those charged.

The Widow dead.

No Annuity has been for a long Time demanded. Uncertain whether the

Premises have ment; and therefore it was agreed by and between the said *A.B. B.B.* and *D.E.* upon his not been freed Contract for the Purchase of the said two Messuages, or, &c. so conveyed unto and to the Use therefrom. and Behoof of him the said *D.E.* his Heirs and Assigns as aforesaid, that they the said *A.B.* and *B.B.* should indemnify and save harmless him the said *D.E.* his Heirs and Assigns, and the said two Messuages or, &c. so conveyed to him and them as aforesaid, of, from and against all Arrears of the said yearly Sum of 5*l.* for and until the Feast-Day of, &c. next ensuing; and that in Case the said yearly Sum of 5*l.* or any Part of the said Annuity of 15*l.* should at any Time hereafter be recovered out of and charged upon the said five Messuages by the said Indenture of, &c. agreed to be charged with the said 5*l.* from and after the Decease of the said *V.B.* as aforesaid, then the said *D.E.* his Heirs and Assigns, should only bear and pay the yearly Sum of 2*l.* for and in Respect of the said two Messuages and Premises so conveyed to him and them as aforesaid, to commence and be computed from the said Feast-Day of, &c. now next ensuing, and the Residue and Overplus of all such Sums of Money as should be so recovered or charged as aforesaid, should be wholly born and paid by the Owners and Proprietors of the three other of the said five Messuages charged with the said 3*l.* as aforesaid, which are not purchased by or conveyed to the said *D.E.* **Now this Indenture witnesseth,** and in Consideration of the Premises, and in Pursuance of the said recited Agreements, the said *A.B.* and *B.B.* **Do** for themselves and each of them, their and each of their Heirs, &c. covenant, &c. to and with the said *D.E.* his Heirs and Assigns, in Manner following, That is to say, That they the said *A.B.* and *B.B.* or one of them, their or one of their Heirs, &c. shall and will from Time, &c. save, defend, keep harmless and indemnified the said *D.E.* his Heirs, &c. and the said two Messuages, &c. so conveyed unto and to the Use of him the said *D.E.* his Heirs and Assigns as aforesaid, of, from and against all Arrears of the said yearly Sum of 5*l.* incurred or grown due, or which shall be due or recovered for and until the said Feast-Day of, &c. now next ensuing, and of, from and against all Actions, Suits, Losses, Costs, Charges and Expences to be occasioned or sustained for or on Account of such Arrears. **And further,** That in Case at any Time hereafter the said yearly Sum of 5*l.* or any Part of the said Annuity of 15*l.* shall be recovered out of and charged upon the aforesaid five Messuages agreed to be charged with the said 5*l.* as aforesaid, then the Owners and Proprietors of the said three other Messuages not purchased by or conveyed to the said *D.E.* as aforesaid, shall and will from Time, &c. bear and pay all such Sum and Sums of Money as shall be so recovered and charged as aforesaid over and above and other than and except the yearly Sum of 2*l.* which in that Case is to be born and paid by the said *D.E.* his Heirs and Assigns, to commence and be computed from the said Feast-Day of, &c. now next ensuing: **And in Consideration of the Premises,** and in Pursuance of the said recited Agreements, he the said *D.E.* doth hereby for himself, his Heirs, &c. covenant, &c. to and with the said *A.B.* and *B.B.* and each of them, their and each of their Heirs and Assigns, that in Case at any Time hereafter the said yearly Sum of 5*l.* or any Part of the said Annuity of 15*l.* shall be recovered out of and charged upon the aforesaid five Messuages, agreed to be charged with the said 5*l.* as aforesaid, then he the said *D.E.* his Heirs and Assigns, shall and will bear and pay the said yearly Sum of 2*l.* Part of the Monies to be so recovered or charged by and out of the Rents and Profits of the said two Messuages and Premises so conveyed to him and them as aforesaid; the said yearly Sum or Payment of 2*l.* to commence and be only computed from the said Feast-Day of, &c. now next ensuing. **In Witness, &c.**

Agreements to indemnify the now Purchasers to a Day certain, and to apportion it (if recovered) for the future.

Covenant to the same Purposes.

Purchaser covenants to pay his Proportion as agreed on.

An Agreement that Part of the Purchase Money agreed (on the Purchase) to be invested, and which is since invested in South-Sea Annuities, and transferred to Trustees, as a Security against a Portion and Annuities of a Feme Covert who had married a Minor, and could not then release, &c. are so invested in Trust to pay the same, that the Purchasers in the mean Time shall be indemnified; and that when the Premises are discharged from the South-Sea Annuities, they are to be transferred to the Purchasers, and as to the Choice, &c. of new Trustees on the Death of the former, &c.

THIS Indenture Quadripartite made, &c. **Between** *A.B.* of, &c. Widow, and *B.C.* of, &c. Widow, (Sisters and surviving Devisees and Executrices in Trust named in the last Will and Testament of *C.D.* late of, &c. Esq; deceased) of the first Part, *D.E.* of, &c. and *E.E.* his Wife, *F.G.* of, &c. Widow, and *G.H.* of, &c. and *H.H.* his Wife, (which *E.E.* *F.G.* and *H.H.* are Nieces of the said *C.D.* and Devisees and Residuary Legatees in his said Will named, as to all the Residuum of both his Real and Personal Estate) of the

* Purchasers. second Part, * *L.M.* of, &c. Widow, *M.N.* of, &c. *N.O.* of, &c. and *O.P.* of, &c. (the

four acting Executors of P. M. late of, &c. deceased) of the third Part, and † N. Q. of, &c. † Trustees, O. R. of, &c. P. H. of, &c. and R. S. of, &c. of the fourth Part: **Whereas, &c.** (Re-
Recitals.
cital of a Lease and Release by the Devisor and his Father, whereby a Term was created to raise Annuities
Portions for his said Sisters, and to pay them Annuities in the mean Time; of the Devisor's Will, granted and
whereby he devises his Lands to Trustees, to be sold to pay Debts and Legacies, subject to the Sisters devised.
Annuities, and devised additional Annuities to them, and the Residue of his Real and Personal One Sister and
Estate to his said Nieces, and made his Sisters Executrixes, and that B. D. one of the Devisor's Sisters, Annuitant
is dead unmarried:) And whereas the said A. D. (one of the Sisters) is lately married, or pre- dead.
tends to be married unto G. H. the Younger, (an Infant of the Age of 14 Years or thereabouts) Another mar-
and by Virtue of the said Marriage she the said A. and the said G. H. in her Right, or one of ried to a Mi-
them, do claim or pretend to be intitled to the Sum of 600 l. for her Portion, as Part or Share nor,
of the said Sum of, &c. in and by the said Indenture (i. e. the recited Release) *Quadrupartite* claims her
provided to be raised as aforesaid, together with Interest for the same in the mean Time and Portion of
until Payment thereof, in Lieu of the said Annuity of 40 l. per Ann. by the said Indenture 600 l.
Quadrupartite, provided for her as aforesaid, and which by her said Marriage (in Case she be in-
titled to the said 600 l. Portion) is ceased and determined: **And whereas** it seems doubtful, Doubtful
whether by Virtue of the said recited Will of the said C. D. and the Decease of the said B. D. she the whether she
said A. and her Husband in her Right, may not claim or pretend to be intitled not only to the said don't claim
further Annuity of 40 l. per Ann. by the said Will devised or directed to be paid to her for her not only the
Life as aforesaid, but also to the said further Annuity of 40 l. per Ann. by the same Will devised Annuity
or directed to be paid to the said B. for her Life as aforesaid; and whether by Virtue of the granted by
Words of the same Will the said last mentioned Annuity may not survive to her the said A. al- the Will, but
though it is apprehended that the said C. D. the Testator did not so intend: **And whereas,** her deceased
&c. (Recital of Purchase Deeds, whereby the said L. M. M. N. N. O. and O. P. bought Part Sister's Annui-
of the Devisor's Estates of the said A. B. and B. C. with the Consent, &c. of the said D. E. and ty thereby
E. his Wife, F. G. and G. H. and H. his Wife, for 16000 l. Part of the Personal Estate of the also granted.
said P. M.) **And whereas** the said G. H. and A. his Wife, by Reason of his Infancy, and of Purchase of
the Coverture of her the said A. are at present incapable in Law to free, release and discharge Part of the
the purchased Manors, &c. of and from the said 600 l. Portion and the Interest thereof, and of Devisor's E-
and from the said Annuity or Annuities to which the said A. and the said G. H. her Husband in states.
her Right, or one of them, are intitled unto, or may claim or pretend to be intitled unto, of The Minor
in, to or out of the said purchased Manors, &c. or to receive and give legal Receipts and Dis- and his Wife
charges for the said 600 l. Portion, and the Interest thereof, and the said Annuity or Annuities, incapable to
or any of them; and therefore it was at the Time of the said Purchase offered and proposed, release the
by and on the Behalf of them the said D. E. and E. his Wife, F. G. G. H. and H. his Wife, 600 l. Portion
and consented and agreed unto by them the said L. M. M. N. N. O. and O. P. that 1500 l. and their said
South-Sea Annuities should be purchased with Part of the said 16000 l. Purchase Money, in Annuities.
the joint Names of them the said N. Q. O. R. P. H. and R. S. upon the Trusts and for the Therefore at
Purposes, and subject to the Agreements herein after in that Behalf mentioned, and to be and the Time of
stand as a Fund or Security to indemnify and save harmless the said Purchasers and purchased such Purchase
Premises, of, from and against the said Portion, Interest and Annuities, and other the Claims it was agreed,
and Demands of them the said G. H. and A. his Wife, and of each or either of them, of, in, to that Part of
or out of the said purchased Premises, every or any Part thereof. **And whereas** in Pur- the Purchase
suance of the said Proposal and Agreement, and with the Privy and Consent of the said Money should
A. B. and B. C. and at the Request and by the Direction and Appointment of the said D. E. be invested in
and E. his Wife, F. G. and G. H. and H. his Wife, (testified by, &c.) they the said L. M. *South-Sea* An-
and M. N. N. O. and O. P. or some of them, have laid out and invested, or caused, &c. 1600 l. nuities, as a
Part of the said 16000 l. in the Purchase of 1500 l. *South-Sea* Annuities, which have been accord- Security to in-
ferred unto and are now standing in the Books of the *South-Sea* Company in the joint Names of demnify the
the said N. Q. O. R. P. H. and R. S. as by the Books of the said Company appear; and which Purchasers
they the said N. Q. O. R. P. H. and R. S. the Trustees for the said Annuities, do hereby own from the said
and acknowledge: **Now this Indenture witnesseth,** and it is hereby agreed and declared Portion and
by and between all the said Parties to these Presents, and it is the true Intent and Meaning of Annuities;
them, and of these Presents, that the said 1500 l. *South Sea* Annuities so transferred unto and which has
standing in the Names of them the said N. Q. O. R. P. H. and R. S. as aforesaid, are and were been accord-
to them transferred only as Trustees, as a Fund and Security for such Indemnification, and upon ingly invest-
such Trusts, and for such Purposes, and under and subject to such Agreements, as are herein ed, and the said
after mentioned, expressed and declared of and concerning the same; that is to say, In Case *South-Sea* An-
and for so long Time as they the said D. E. F. G. and G. H. or any of them, their or any of nuities trans-
their Heirs, &c. shall and do well and truly pay, or cause, &c. the accruing Interest of the ferred to Tru-
said 600 l. Portion, and all such Annuity or Annuities as they the said G. H. and A. his Wife, stees.
or either of them, are, is or shall, or may be intitled unto, or can or may claim or pretend to Agreement
out of the said purchased Manors, &c. or any Part thereof, by Virtue of the said first recited In- and Declara-
denture tion that the
said *South-Sea*
Annuities are
in Trust to
pay the said
Portion, &c.
as they be-
come due.

Indemnity of
Purchasers in
the mean
Time.

Interest of
South-Sea An-
nuities how
applied.

On Default of
paying the
said Portion,
&c. the Tru-
stees to raise
as much Mo-
nies out of the
Dividends
and Interest
of the said
S.S.'s Annu-
ties, or by
Sale,
as shall be
sufficient to
pay the same,
and Costs.

Agreement
that on the
Discharge of
the purchased
Premises
from the said
Portion, &c.

the Trustees
shall transfer
the said S.S.
Annuities to
the Vendors.

Proviso in
Case of Re-
demption
of Part of
the S. S.
Annuities by
Parliament,
the Trustees
to reinvest the
Money.

denture of Release, and the said Will of the said C. D. or either of them, as the same shall from Time to Time respectively become due and payable; **And also** shall and do in the mean Time well and sufficiently save, defend, keep harmless and indemnified them the said Purchasers, and each and every of them, their and each and every of their Heirs, Executors, Administrators, Assigns and Trustees, and the said purchased Premises, and every Part thereof, of, from and against the Payment of the said 600*l.* Portion, and the Interest thereof, and all such Annuity or Annuities as are last mentioned, every or any Part thereof, and of, from and against all Loss, Costs, Charges, Damages and Expences which they the said Purchasers, or any of them, their or any of their Heirs, &c. shall or may sustain, expend or be put unto at Law or in Equity, or otherwise howsoever, for or by Reason or Means of Non-payment, or not due Payment of the same Portion, Interest, and Annuity or Annuities, every or any Part thereof, **Upon Trust** that they the said N. Q. O. R. P. H. and R. S. and the Survivors and Survivor of them, his Executors and Administrators, and such others on whom the Trusts hereby declared or created shall for the Time being belong, shall and do permit and suffer, and fully authorise and empower them the said D. E. F. G. and G. H. respectively, and their respective Executors, &c. to receive and take the clear yearly Dividends and Interest of the said 1500*l.* *South-Sea* Annuities, as the same shall from Time to Time arise and become due, to and for their own respective Use and Benefit, in the Proportions following; that is to say, One full third Part thereof to be received by the said D. E. his, &c. one other full third Part to be received by the said F. G. her, &c. and the Remaining full third Part thereof to be received by the said G. H. his, &c. **And upon this further Trust**, that in Case at any Time or Times hereafter Default shall happen to be made of or in Payment of the said 600*l.* Portion, or any Part thereof, or of the accruing Interest thereof, or any Part thereof, or of such Annuity or Annuities as aforesaid, or any Part thereof, or for want, or in Default or Neglect of such Indemnification as aforesaid, then and so often they the aforesaid Trustees for the said *South-Sea* Annuities, or the Survivors, &c. his, &c. or such others on whom the said Trusts shall for the Time being devolve, shall and do by and out of the yearly Dividends and Interest of the said *South-Sea* Annuities, or by Sale of all, or any, or a competent Part of the Capital of the same Annuities, or by such other Ways or Means as the said Trustees for the Time being shall think fit, raise and levy such Sum and Sums of Money as shall from Time to Time be sufficient and necessary to answer, pay and satisfy the said 600*l.* Portion, and the Interest thereof, and such Annuity or Annuities as aforesaid, or such Part or Parts thereof as shall be due and payable, and whereof such Default of Payment shall happen to be made as aforesaid, together also with all such Loss, &c. as they the said Purchasers, or any of them, their Heirs, &c. or Trustees, or the Trustees for the Time being for the said *South-Sea* Annuities, or any of them, shall sustain, &c. for or by Reason or Means of such Nonpayments, or not due Payment of the aforesaid Portion and Interest and Annuity or Annuities last mentioned, every or any Part thereof, or for Want, or in Default or Neglect of such Indemnification as aforesaid, or in or about the Execution of the Trusts hereby created and declared, every or any of them, and shall and do pay, apply and dispose of the same Monies (when so raised) accordingly. **Provided always nevertheless**, and it is hereby further agreed and declared by and between all, &c. that when and so soon as the said purchased Manors, &c. shall, to the good Liking and Satisfaction of them the said L. M. M. N. N. O. and O. P. or the Survivors, &c. or the Heirs, &c. or of his, her their Counsel learned, &c. be freed and absolutely released and discharged at Law and in Equity, of, from and against the said Portion of 600*l.* and the Interest thereof, and every Part thereof, and of, from and against all such Annuity or Annuities as aforesaid, and every Part thereof, and all Ar-rears thereof, every or any Part thereof, and that such Indemnification as aforesaid shall have been fully made, and that all such Loss, &c. as aforesaid, together with the Trustees Costs and Charges in and about the Execution of these Presents, shall be fully paid and satisfied; then and immediately thereupon, or so soon after as conveniently may be, the said Trustees for the Time being for the said *South-Sea* Annuities shall and will, at the Request, Costs and Charges of them the said D. E. F. G. and G. H. respectively, or their respective Executors or Administrators, transfer and pay the said 1500*l.* *South-Sea* Annuities, or so much thereof as shall then remain undisposed of for the Purposes aforesaid, and all Dividends and Interest then thereupon due in the Proportions and Manner following; that is to say, One full Third Part thereof unto the said D. E. his, &c. to and for his and their own Use and Benefit, one other, &c. **Provided also**, and it is hereby further agreed and declared by, &c. all, &c. that in Case any Part or Parts of the said 1500*l.* *South-Sea* Annuities shall by Authority of Parliament, or otherwise, be redeemed or paid in before the aforesaid Trusts shall be fully performed, then and in such Case, and so often, it shall and may be lawful to and for the said Trustees for the Time being, for the same Annuity, to lay out and invest the Monies to be so paid, in the Purchase of the like *South-Sea* Annuities, in their joint Names, upon the same and like Trusts, and subject to the same and like Provisoes and Agreements as aforesaid, (or say, — as are herein before expressed and

and declared of and concerning the said Annuities so to be redeemed or paid off as aforesaid.)

Provided always, and it is hereby further declared and agreed by, &c. all, &c. that in Case either of them the said N. Q. or O. R. the Trustees nominated by the said Purchasors, shall happen to die before the aforesaid Trusts shall be fully performed, then and in such Case it shall and may be lawful to and for the said Purchasors Parties hereto, or the Survivors, &c. to name and appoint one other fit and proper Person as a Trustee for the Purposes aforesaid, in the Room and Stead of such of them the said N. Q. and O. R. as shall so happen to die, and so from Time to Time, and as often as any Trustee named by the said Purchasors, or any of them, their or any of their Heirs or Assigns, shall happen to die whilst the aforesaid Trusts, or any of them, shall be subsisting; and in Case either of them the said P. H. and R. S. the Trustees nominated by the said D. E. F. G. and G. H. shall happen, &c. then, &c. for the said D. E. F. G. and G. H. or the Survivors, &c. and the Executors or Administrators of such of them as shall be then dead, to name, &c. one, &c. in the Room, &c. and so, &c.

(ut supra.) And it is hereby further agreed and declared by, &c. all, &c. that when and so often as any new Trustee or Trustees shall be named in Manner and for the Purposes aforesaid, in the Room and Stead of any of the said present or future Trustee or Trustees, then and so often the surviving Trustee or Trustees for the Time being of the said Trust Premises, shall, at the Costs and Charges of the said D. E. F. G. and G. H. or some of them, their or some of their, &c. transfer and make over the said Trust South-Sea Annuities, or so much thereof as shall be then remaining, so as and in such Manner as that the same shall be legally and effectually vested in the joint Names of such new Trustee or Trustees, and of such surviving Trustee or Trustees, upon the Trusts aforesaid, and so from Time to Time, and as often as the like Case shall happen. And the said D. E. F. G. and G. H. do, &c. jointly and severally covenant, &c. to and with the said L. M. N. O. and O. P. their, &c. in Manner, &c. That they the said D. E. F. G. and G. H. or some or one, &c. their, &c. shall and will well and truly pay, or, &c. unto them the said G. H. and A. his Wife, or one of them, their, &c. the said 600*l.* Portion, (in Case the same be really justly due and payable) and also the accruing Interest thereof, and all such Annuity or Annuities as aforesaid, as and when the same Portion, Interest and Annuity or Annuities shall respectively become due and payable, and that the Person or Persons intitled thereto shall be capable legally and effectually to release, discharge and give Receipts for the same; And shall and will in the mean Time save, defend, keep harmless and indemnified, them the said L. M. &c. and each, &c. their, &c. Assignees and Trustees, and the said purchased Manors, &c. of, from and against the same Portion, Interest and Annuity and Annuities, and every of them, and every Part thereof, and of, from and against all Actions, Suits in Law or Equity, to be commenced, brought or prosecuted for or on Account thereof, or any Part thereof, and of, from and against all Loss, Costs, Charges, Damages and Expences, which they the said Parties last named, or any of them, their, &c. shall sustain, expend or be put unto, for or by Reason or Means of the Non-payment or not due Payment of the same Portion, Interest and Annuity or Annuities, or any Part thereof; And also shall and will yearly, once in every Year during the aforesaid Trusts, produce and shew forth unto them the said Purchasors, or some or one of them, or some or one of their Heirs or Assigns, the Receipts and Discharges for the said Interest and Annuity or Annuities, as the same shall become due and be paid; and when and so soon as the said 600*l.* Portion shall be paid, or otherwise effectually released and discharged, shall and will, at the Costs and Charges of the said Purchasors, or some or one of them, their, &c. deliver, or cause or procure to be delivered to him, her or them, one Part of such Release or Discharge, in Case the same can be procured; if not, then an attested Copy of such Release or Discharge, with a Covenant to produce the same. **Provided always,** and it is hereby agreed, by and between all, &c. that in Case the said G. H. and A. his Wife, or either of them, their, &c. shall at any Time or Times hereafter commence or bring any Action or Actions, Suit or Suits at Law or in Equity, or by any other Ways or Means proceed against them the said Purchasors, their, &c. for the Recovery of the said 600*l.* Portion, or any Part thereof, or the Annuity or Annuities so claimed or pretended to be due and payable to the said G. H. and A. his Wife, or either of them, as aforesaid, or for any other Cause by Reason of the Premises; then and in such Case, and so often as any such Action, Suit or Proceedings shall be commenced, brought or prosecuted, the said Purchasors, their Heirs or Assigns, or some of them, shall forthwith give or cause, &c. Notice thereof in Writing to the said D. E. F. G. and G. H. some or, &c. their, &c. or to the said P. H. and R. S. or one of them, or such other Person or Persons on whom the Trust of the said South-Sea Annuities shall from Time to Time devolve, as Trustees of and nominated by the said D. E. F. G. and G. H. their respective, &c. to the Intent that they the said D. E. &c. their, &c. may appear to and defend, and they are hereby impowered and authorized from Time to Time to appear and defend all or any such Action, &c. for and in the Names of them the said Purchasors, their, &c. And likewise it is agreed, that they

Proviso for appointing new Trustees in the Room of those that die.

As often as there are new Trustees, the Trusts to be transferred to them and the surviving Trustees.

The Nieces and Devisees covenant to pay the Monies charged on the Premises,

and in the mean Time indemnify the Purchasors;

and yearly to produce Receipts;

and to produce Releases or Copies, on Discharge of the Portion, &c.

The Purchasors to give Notice if sued.

Power to defend,

or to sue or the bring Costs

Suits against
the Minor and
his Wife, &c.

the said *D. E. F. G.* and *G. H.* and their respective Executors, &c. shall and may; in the Names of them the said *L. M.* &c. their, &c. or any of them, bring, commence and carry on any such Cross Bill, Action or Suit or Suits at Law or in Equity, against them the said *G. H.* and *A.* his Wife, or either of them, their, &c. or any other Person or Persons, as Counsel shall advise to be made Party or Parties to such Suit, for or in Respect of the said Demands of the said *G. H.* and *A.* his Wife, or for the ascertaining or settling the same, or any Thing relating thereto, as they the said *D. E. F. G.* and *G. H.* and their respective, &c. or their or any of their Counsel learned, &c. shall advise; they the said *L. M.* &c. and their Heirs, and the said purchased Premises being from Time to Time indemnified and kept harmless, as aforesaid. **In Witness, &c.**

An Agreement that Part of Purchase Money for Freehold and Copyhold Lands invested in South-Sea Annuities upon Trust, shall stand as a Collateral Security to the Purchaser under a Will (a Feme Covert) until one of the Legatees, also a Feme Covert, (who by Order of her Husband has refused) shall join in the Conveyance; in the mean Time the Dividends to be paid to her. After the Title confirmed, the Annuities to be transferred to her Trustees. And that as soon as the Executors of the Devisor have proved the Will in Chancery, the Annuities to be transferred to them for her Use, &c.

Recitals.
Legacies.

Purchase by a
Feme Covert.

All the Legatees and their Trustees have executed the Conveyances, except one of the Legatees, who by Order of her Husband, and likewise himself, have refused.

But at her Request it was agreed between the Parties, That $\frac{1}{6}$ of the Purchase Money, being her Proportion, should be laid out in *S. S.* Annuities, upon Trust, and that the same has been laid out accordingly.

Agreement that they shall stand as a collateral Security to the Feme Covert

THIS Indenture Quadripartite, made, &c. **Between** *F. F.* of, &c. and *H. F.* his Wife, of the first Part, *B. B.* of, &c. Widow, and *C. R.* of, &c. Spinster, (two of the six Sisters and Coheirs of *D. R.* of, &c. deceased) and *E. E.* of, &c. of the second Part, *K. K.* (Wife of *R. K.* of, &c. and one of the Sisters and Coheirs of the said *D. R.*) of the third Part, and *G. G.* of, &c. and *L. L.* of, &c. of the fourth Part. **Whereas, &c.** (Recital of *D. R.*'s Will, whereby Lands, &c. are devised to Trustees to be sold, and the Money to be divided amongst six Legatees, which is proved in the Spiritual Court. **Agreement for the absolute Purchase of Manors, &c.** (by a Wife with her separate Money, by Consent of her Husband) comprehending Copyhold Premises, and a Conveyance of the Premises by Lease, Release and Fine, in Pursuance of the Agreement, by which the Premises are conveyed to Trustees for the Feme Covert, in which said Release was a Covenant to surrender the Copyhold Premises. **And whereas** the said, &c. (the Legatees and their Trustees) have all of them duly sealed and executed the said several recited Indentures, and have also duly acknowledged the said Fine so covenanted to be levied as aforesaid, and all of them the said, &c. have likewise joined in surrendering the said Copyhold Messuages, &c. to the Use of the said *F. F. G. G.* and *J. J.* their Heirs and Assigns, Upon the Trusts in the said Indenture of Release in that Behalf agreed upon: **But** the said *K. K.* and *J.* his Wife, or either of them, have not, nor hath hitherto sealed or executed the said recited Indentures, or acknowledged the aforesaid Fine, or surrendered or joined in surrendering the said Copyhold Premises, to the Use of the said Trustees of the said *H. K.* upon the Trusts aforesaid; but the said *K. K.* and by his Order the said *J.* his Wife, have hitherto refused to seal and execute the said Indentures, or to acknowledge the said Fine, or to surrender or join in surrendering the said Copyhold Premises: And therefore at the Desire and Request of the said *J. K.* (testified by her being a Party to and her signing and sealing of these Presents) it was agreed by and between all the said Parties hereto, upon such Refusal of the said *K. K.* as aforesaid, that she the said *H. F.* should only pay down to the said *B. B. C. R.* and *E. E.* the Sum of 20,000*l.* (in Part of the 24,000*l.* Purchase Money) which she only paid accordingly, on the Execution of the said Indentures, and that the Sum of 4000*l.* Residue of the said 20,000*l.* being the sixth Part, Share and Proportion of the said *J. K.* of and in the said 20,000*l.* Purchase Money, should be laid out in the Purchase of Annuities, to be transferred and taken in the joint Names of the said *G. G. B. B. E. E.* and *L. L.* **Upon the Trusts** and for the Purposes, and subject to the Agreements herein after expressed and declared of and concerning the same. **And whereas** in Pursuance of the said recited Agreement, and at the Desire and Request of the said *J. K.* the said *B. B.* and *E. E.* have purchased, or procured to be purchased 3800*l.* South-Sea Annuities, with and for the said Sum of 4000*l.* which is to be paid by the said *H. F.* in full of the said 20,000*l.* Purchase Money; and the said 3800*l.* South-Sea Annuities are transferred, or are intended to be forthwith transferred in the Transfer Books of the South Sea Company kept for that Purpose, in the joint Names of the said *G. G. B. B. E. E.* and *L. L.* upon the Trusts, and for the Purposes, and under and subject to the Agreements herein after expressed and declared of and concerning the same: **Now therefore this Indenture witnesseth**, and it is hereby agreed and declared by, &c. all, &c. and it is the true Intent and Meaning of them, and of these Presents, that the said 3800*l.* South Sea Annuities

so purchased and transferred, or intended to be transferred, in the joint Names of the said G. G. Purchaser, *etc.* as aforesaid, are so transferred, or to be transferred, **Upon the Trusts** and for the Pur-
 poses herein after mentioned and declared of and concerning the same; that is to say, in the *Baron and Feme* who have not
 first Place as a Collateral Security to the said *H. F.* her, *etc.* against the said *K. K.* and *J.* his joined, and
 Wife, and each of them, their, *etc.* and all and every Person and Persons whatsoever having all others.
 or lawfully claiming, or which shall or may have, *etc.* any Estate, *etc.* of, in, to or out of
 the said purchased Freehold and Copyhold Manors, *etc.* or any Part thereof, from, by or un-
 der, or in Trust for them, or either or any of them. **And therefore it is hereby agreed** And that the
and declared by, *etc.* all, *etc.* that it shall and may be lawful to and for the said G. G. *etc.* Trustees may
 (the said Trustees for the said Annuities) their, *etc.* in the first Place by Sale of the said 3800 *l.* sell to pay
South-Sea Annuities, or a competent Part thereof, to raise so much good, *etc.* Money of, *etc.* the Purchaser
 as shall be sufficient and necessary from Time to Time to reimburse, pay and satisfy unto the all Losses, *etc.*
 said *H. F.* her Heirs, *etc.* and her said Trustees, their, *etc.* all such Sum, *etc.* Loss, *etc.* occasioned by
 whatsoever, as she, they or any of them shall or may pay, *etc.* for or by Reason or on Account the Baron and
 of the said *K. K.* and *J.* his Wife their not having sealed and executed the aforesaid Indentures, Feme's not
 or their not having acknowledged, *etc.* or their not having joined in the aforesaid Surrender, or joining.
 otherwise howsoever, for or by Reason or on Account of any Defect in the Title to the Part or
 Share of the said *J. K.* of, in and to the said Freehold and Copyhold Premises, or any Part
 thereof, by Reason of such Refusal of the said *K. K.* and *J.* his Wife as aforesaid, and shall and
 do pay and apply the said Monies when raised accordingly; **And upon this further Trust,** And in the
 That they the said Trustees for the said *South-Sea* Annuities, their Executors, *etc.* shall and do mean Time
 pay the yearly Dividends and Interest of the said Annuities, as the same shall arise and be to pay the
 received, unto the said *J. K.* her Executors, *etc.* or permit and suffer, or authorize and empower Dividends to
 her or them to receive the same, to and for her and their own Use and Benefit, for so long Time the Feme,
 as the said *H. F.* her Heirs and Assigns, or her said Trustees, shall peaceably and quietly have,
 hold and enjoy the said purchased Freehold and Copyhold Premises, and every Part thereof,
 and shall be permitted to receive and take the Rents and Profits thereof, and of every Part so long as the
 thereof, without the Let, *etc.* of the said *K. K.* and *J.* his Wife, or either of them, their, Purchaser
etc. or of any other Person or Persons whomsoever claiming, *etc.* from, by or under, or in peaceably en-
 Trust for them, or either of them: **And upon this further Trust,** that when and so soon joys the Pre-
 as the said *K. K.* and *J.* his Wife, or the said *J.* alone (in Case she survive the said *K. K.* her mises.
 now Husband) shall have duly sealed and executed the said several recited Indentures, and ac- Upon pur-
 knowledged the aforesaid Fine of the said Freehold Premises, and shall have surrendered, or tecting the
 joined in surrendering the Part and Share of the said *K. K.* of and in the said Copyhold Pre- Title to the
 mises, in Manner aforesaid, or that the said *K. K.* and *J.* his Wife, or (after the Decease of Purchaser,
 the Survivor of them) the Heirs of her the said *J.* shall, to the good Liking and Satisfaction
 of the said *H. F.* and her said Trustees, their, *etc.* or her or their Counsel, *etc.* legally and
 effectually convey, surrender and assure all the Part, Share, Estate, Right, Title, Trust and
 Interest of them the said *K. K.* and *J.* his Wife, and of each or either of them the said *K. K.* and
J. his Wife, and of her Heirs, of and in all and every the said purchased Freehold and Copy-
 hold Premises, Manors, *etc.* unto and to the Use of the said Trustees of the said *H. F.* their,
etc. in Trust for her sole and separate Use and Benefit, and to be at her sole and separate Dis-
 posal, according to the Purport, true Intent and Meaning of the said recited Indenture of Re-
 lease; then they the said Trustees for the said *South-Sea* Annuities, their, *etc.* shall upon the the *S. S.* An-
 Request and at the Costs and Charges of the said Trustees and Executors of the said *D. R.* trans- nuities to be
 fer, or cause, *etc.* the said 3800 *l.* *South-Sea* Annuities, or so much thereof as shall be then transferred to
 remaining unfold and undisposed of, for the Purposes aforesaid, unto the said Trustees and the Trustees
 Executors of the said *D. R.* or the Survivors or Survivor of them, or the Executors or Admi- of the Feme
 nistrators of such Survivor, in Trust for her the said *J. K.* or unto such Person or Persons as the Legatee.
 shall in that Behalf, by Writing under her Hand, direct or appoint. **Provided always ne-** Agreement
vertheless, and it is hereby agreed and declared by, *etc.* all, *etc.* that in Case and when and that as soon
 so soon as the said Trustees and Executors of the said *D. R.* shall, at their own Costs and as the Execu-
 Charges, cause and procure the said last Will and Testament to be duly proved in the High tors and Tru-
 Court of Chancery, in order to perpetuate the Testimony of the Witnesses thereto, and shall stees of *D. R.*
 cause the Depositions of such Witnesses to be duly filed and inrolled in the said Court, and shall prove his
 deliver an Office-Copy of such Probate and Depositions, and of the Bill and Answer previous Will in Chan-
 thereto, unto the said *H. F.* her, *etc.* or to her said Trustees, or any of them; then and cery, *etc.*
 in such Case, the said Trustees for the said *South-Sea* Annuities, their Executors, *etc.* shall the Trustees
 upon the like Request, and at the like Costs and Charges of the said Trustees and Executors for the *S. S.*
 of the said *D. R.* transfer, or cause, *etc.* all the then Remainder of the said 3800 *l.* *South-* Annuities shall
Sea Annuities, not sold or disposed of for the Purposes aforesaid, unto them the said Tru- transfer 'em
 stees and Executors of the said *D. R.* or the Survivors or Survivor of them, or the Execu- to the said Ex-
 tors or Administrators of such Survivor, in Trust for the said *J. R.* or unto such Person or ecutors and
 Persons which are to Trustees for
 the Feme Co-
 vert Legatee,

Remain in the Company's Books in the Names of the Trustees for the said Annuities till *J. K.*'s Share of the Copyhold Premises shall be surrendered. And after such Surrender, the Annuities to be transferred as last mentioned.

Persons as she shall in that Behalf, by Writing, &c. appoint; **Which** 3800 *l.* Annuities, by Agreement between all the said Parties to these Presents, are in that Case to remain standing in the Books of the said *South-Sea* Company, in the joint Names of the said Trustees for the said Annuities, or the Survivors or Survivor of them, or the Executors, &c. of such Survivor, till such Time as the Part and Share of the said *J. K.* of and in the said Copyhold Premises, shall be legally and effectually surrendered and assured, according to the Customs of the several Manors whereof the same are respectively held, to the Use of the said Trustees of the said *H. F.* their, &c. in Trust for her as aforesaid, according to the Purport and true Intent and Meaning of the said Indenture of Release, and the Covenant therein contained for surrendering the same Copyhold Premises; and after such legal and effectual Surrender shall be made, then the said remaining Annuities, or so much thereof, as shall not have been sold for and towards the Indemnification of the said *H. F.* her Heirs or Assigns, or her said Trustees, as aforesaid, shall thereupon at such Request, Costs and Charges as aforesaid, be transferred to and in such Manner, as is herein before mentioned and agreed upon, with Respect to the Annuities last herein before agreed to be transferred as aforesaid. **Provided, &c.** (in Case of Redemption of said Annuity by Parliament, the Trustees thereof to reinvest the Money as in the Precedent next before this, p. 144.) **In Witness, &c.**

Another, as to another Part of the same Person's Estate, both Freehold and Copyhold, purchased by the same Feme Covert of the same Legatees Cobeirs, and wherein on a Baron and his Feme's refusing to sign the Purchase Deeds, that a sixth Part of the Purchase Money belonging to her who refused to sign, she being one of the Legatees, &c. being paid into the Bank of England, though the Note deposited, shall be in Trust till they have signed, or the Will be proved in Chancery, &c. and Copyhold Premises surrendered, &c.

T H I S Indenture, &c. Between *B. B.* of, &c. Widow, and *C. R.* of, &c. Spinners, (two of the Sisters and Coheirs of *D. R.* Bart. deceased) and *E. E.* of, &c. (which said *B. B.* *C. R.* and *E. E.* are the three Trustees and Executors named in the last Will and Testament of the said *D. R.*) of the one Part, and *F. F.* and *H.* his Wife, and *L. L.* of, &c. of the other Part. **Whereas, &c.** (Recital of an Agreement for the Purchase of Part of *D. R.*'s Estate by him devised to be sold for the Benefit of his six Sisters, and of Copyhold which at his Death descended to them as Cobeirs; Conveyance by Lease, Release, Bargain and Sale and Fine accordingly made to Trustees for the said *H. F.* a Feme Covert, with a Covenant therein to surrender Copyhold Premises.) **And whereas** the said *K. K.* and *J.* his Wife, (two Parties mentioned in the Purchase Deeds) have not hitherto sealed and executed the said Indentures of, &c. or acknowledged the said Fine, or surrendered or joined in surrendering the said Copyhold Premises; and therefore by Agreement between the said *B. B.* *C. R.* *E. E.* and *H. F.* she the said *H.* did only pay the down the Sum of 15000 *l.* (Part of the said 18000 *l.* Purchase Money,) and by the like Agreement she the said *H. F.* hath on the Day of the Date hereof paid the Sum of 3000 *l.* (Residue of, &c.) being the sixth Part, Share and Proportion of the said *J. K.* of and in the same, into the Bank of England, for which the Governors and Company of the Bank of England have this Day given a Bank or Cash Note, signed by — (one of their Cashiers) for the said Sum of 3000 *l.* payable unto the said *F. F.* *B. B.* *E. E.* and *L. L.* or their Order, as by the said Note now lodged in the Hands of the said *E. E.* may appear: **Now, &c.** and it is hereby agreed, &c. that the said Sum of 3000 *l.* so paid unto the said Bank of England, and the Note given for the same, payable unto, &c. as aforesaid, was so paid and made payable **Upon the Trusts, and Subject** to the Agreements herein after mentioned concerning the same; that is to say, **Upon Trust** that the said Sum of 3000 *l.* or any Part thereof, shall not (without the joint and mutual Consent of all the said four Trustees last named,) be received or paid out of the said Bank of England, but shall remain lodged there upon the aforesaid Note in their joint Names as a Deposit or Pledge, until either the said *K. K.* and *J.* his Wife, shall duly seal and execute the aforesaid several Indentures, and acknowledge the aforesaid Fine and Surrender, or until the said last Will and Testament of the said *D. R.* shall, at the Cost and Charges of his said Trustees and Executors or some of them, be established against his Heirs at Law, and duly proved in the said Court of Chancery, in order to perpetuate the Testimony of the Witnesses thereto, and that an Office-Copy from the Inrolment of the Bill, Answer and Depositions of such Witnesses on such Probate, shall, at the like Costs and Charges, as aforesaid, be delivered unto the said *H. F.* or his said Trustees for the Use of her, &c. or until an Order or Decree of the said Court shall be obtained for the Application or Disposition of the said Sum of 3000 *l.* and when and so soon

Recitals of Agreement for Purchase and of Purchase Deeds.
A Baron and Feme, Parties thereto refused to sign.
By Agreement of the Purchase Money is paid into the Bank, and the Bank Note deposited in a Man's Hands in Trust.

Declaration of the Trust to be a Deposit till Husband and Wife execute the Purchase Deeds, or the Will be proved in Chancery.

Or an Order or Decree made for the Disposition thereof.

soon as the said *K. K.* and *J.* his Wife, shall have duly sealed and executed the said Indentures, and acknowledged the said Fine and made such Surrender, as aforesaid; or when and so soon as the said Will of the said *D. R.* shall be established and proved in the said Court of Chancery, and such Office-Copy delivered, as aforesaid; or when and so soon as such Order or Decree of the said Court shall be obtained, for the Application or Disposition of the said Sum of 3000 *l.* as aforesaid; then **Upon Trust** that the said *F. F. B. B. E. E. and L. L.* then to be shall receive or order the said Sum of 3000 *l.* to be received of and from the said Bank of paid to the England, and immediately thereupon pay, or order the same to be paid unto the said Trustees Trustees for the said *D. R.* for the Benefit of the said *J. K.* or as the said Court of Chancery the Wife's Benefit, or as the Court shall direct. **Provided always nevertheless** that the said *B. B. C. R. and E. E.* do hereby agreed and declared by, &c. all, &c. and particularly the said *B. B. F. F. and L. L.* their, &c. that in Case the said sixth Part and Share of the said *J. K.* of and in the said Copyhold Premises, shall not be legally and effectually surrendered and assured to the Use of the said Trustees of the said *H. F.* and their Heirs, according to the Purport and true Meaning of the said Indenture of Release, at or before the Time that the said Sum of 3000 *l.* shall be received of and from the said Bank of England, as aforesaid; then and in such Case the Sum of 1500 *l.* Part of the said 3000 *l.* shall forthwith thereupon, to the Satisfaction and good Liking of the said *H. F.* her, &c. or her said Trustees, or her or their Counsel, &c. be lodged, applied or disposed of, so and in such Manner, as that the same 1500 *l.* shall be, and be made an effectual collateral Security unto her the said *H. F.* and her said Trustees, and her and their Heirs and Assigns, for her and their quiet Injoyment of the said sixth Part and Share of the said *J. K.* of and in the said Copyhold Premises, and the quiet and peaceable Receipt of the Rents and Profits thereof, until the said sixth Part and Share of the same Premises shall be legally and effectually surrendered and assured, to the Use of the said Trustees of the said *H. F.* their Heirs and Assigns, in Manner aforesaid. **In Witness, &c.**

Agreements concerning Mortgages.

An Agreement by Indenture of Covenants between Mortgagor and Mortgagee, whereby the Mortgagee covenants to take Money by Instalments.

THIS Indenture made, &c. **Between** *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part. **Whereas** the said *A. B.* by Indenture bearing Date on or about Recital of the — Day of — last past did in Consideration of the Sum of 3500 *l.* lawful Money of several Mortgages. *G. B.* demise by way of Mortgage unto the said *C. D.* his Executors, Administrators and Assigns, several Lands, Tenements and Hereditaments in *E.* in the County of *B.* and divers other Lands, Tenements and Hereditaments therein comprized, for the Term of 1000 Years, conditioned to be void on the Payment of the said Sum of 3500 *l.* and Interest; And did afterwards borrow of the said *C. D.* the further Sum of 2000 *l.* and, by Indorsment on the said in Part recited Indenture dated the 23d Day of February last, did declare the said mortgaged Premises should stand and be a Security as well for the said 2000 *l.* and Interest then lent, as the said 3500 *l.* and Interest thentofore lent: **And whereas** the said *A. B.* having occasion for a further Sum of Money, hath on the Day of the Date hereof borrowed of the said *C. D.* the Sum of 4500 *l.* and for securing the Repayment thereof with Interest hath released the Proviso in the first herein in Part recited Indenture, and ratified and confirmed the Premises comprized in the said Indenture to the said *C. D.* his Executors, Administrators and Assigns: **And** the said *A. B.* having Occasion for the further Sum of 1000 *l.* which the said *C. D.* hath lent, advanced and paid to him; And for the securing the Repayment thereof with Interest, the said *A. B.* hath, by Indenture bearing even Date herewith, demised by way of Mortgage to the said *C. D.* his Executors, Administrators and Assigns, divers other Lordships, Manors, Messuages, Lands, Tenements and Hereditaments in the County of *D.* for two several Terms of 200 Years, so that the whole Principal Money amounts to the Sum of 10000 *l.* **Now** the said *A. B.* doth hereby for himself, his Heirs, Executors and Administrators, covenant and agree to and with the said *C. D.* his Executors, Administrators and Assigns, that although the same are several Mortgages, yet all the Lordships, Manors, Lands, Tenements and Hereditaments so mortgaged as aforesaid, and all and every Part thereof, shall stand and be a Security for the said Sum of 10000 *l.* and not be redeemed or redeemable until the whole Sum of 10000 *l.* is fully paid and satisfied: **Nevertheless** the said *C. D.* doth hereby for himself, his Executors, Administrators and Assigns, covenant and agree to and with the said *A. B.* his Heirs, Executors, Administrators and Assigns, that he will not expect to have the said Sum of 10000 *l.* paid at one and the same Time, but will take and accept of the same by Parts or Instalments, as

as the said *A. B.* his Heirs, Executors, Administrators or Assigns, shall think fit to pay in or discharge the same, not paying less at a Time than the Sum of 2000*l.* and giving Notice from Time to Time of paying such Sum or Sums of Money as he or they shall think fit, at least two Months before the doing thereof. *In Witness, &c.*

Secondly, Agreements concerning the conveying Estates for Lives or Years, and the letting, leasing and assigning Houses, &c. Lands, &c. and for Building, Repairing, Manuring, &c. the Premises granted or to be granted, and for assigning Stock in Trade, &c.

An Agreement for a Baron and Feme to make a Conveyance of the Feme's Estate for her Life, and for him in whom the Reversion and Inheritance is, to convey the same to the same Purchaser, with Covenants for other Persons to join.

Articles of Agreement Quinquupartite, made, &c. Between *S. H.* of, &c. and *E.* his Wife, of the first Part, *E. F.* of, &c. of the second Part, *R. A.* of, &c. of the third Part, *S. H.* of *C.* of, &c. and *E.* his Wife, only Daughter of the said *R. A.* of the fourth Part, and *P. M.* of, &c. of the fifth Part, in Manner following, *viz.*

Baron and Feme covenant to convey to a Purchaser during the Feme's Life.

His Covenant to pay that Purchase Money.

E. F. covenants to convey the Reversion in Fee to the same Purchaser.

The Purchaser covenants to pay *E. F.* according as the Tenants for Life shall be living or dead, on conveying the Inheritance.

R. A. covenants to the Purchaser and to the Husband.

FIRST of all the said first named *S. H.* for himself and his Heirs, Executors and Administrators, for the Considerations herein after mentioned, doth covenant, promise and agree, to and with the said *P. M.* his Heirs and Assigns by these Presents, that he the first named *S. H.* and *E.* his Wife, and all and every other Person or Persons having or claiming to have or claim, or which ever had any Estate or Interest, in or to the Lands or Tenements herein after mentioned, or any Part thereof, from, by or under the same *S. H.* and *E.* his Wife, or either of them, shall and will before, &c. at and on the Request of the said *P. M.* his Heirs or Assigns, and at his or their Costs and Charges in the Law, well and sufficiently, and by such Conveyance and Assurance, and of such Title as shall be approved of by the Counsel learned in the Law of the said *P. M.* his Heirs or Assigns, convey and assure to the said *P. M.* his Heirs and Assigns, or unto such other Person or Persons as he or they shall for that Purpose so nominate or appoint, all those Closes, &c. **To have and to hold** all and singular the said, &c. unto the said *P. M.* his Heirs and Assigns, or to such other Person or Persons, as he or they shall for that Purpose nominate, and to their Heirs, for and during the natural Life of the said *E.* the Wife of the said first named *S. H.* **Also** the said *P. M.* for himself, his Heirs, Executors and Administrators, doth covenant, &c. *(to pay to the said Baron and Feme their Purchase Money, in the usual Form;)* **Also** the said *E. F.* for himself, &c. doth covenant, &c. to and with the said *P. M.* his, &c. by, &c. that the said *E. F.* and his Heirs, and all and every other Person, &c. having, &c. or which ever had the said Closes, &c. and other the before mentioned Hereditaments and Premises, or any Part thereof, either in Possession, Reversion, Remainder or Expectancy, from, by, or under, or in Trust for him the said *E. F.* his Heirs or Assigns, or any of them, shall and will before, &c. at and upon the Request of the said *P. M.* his Heirs or Assigns, at his or their Costs, &c. well, &c. convey and assure unto the said *P. M.* his, &c. or to such other Person, &c. all the Reversion and Inheritance in Fee-simple, of all and singular the before mentioned Closes, &c. expectant upon the Death of the said *E.* the Wife of the first named *S. H.* if the same *E.* shall be then living, or in Case she the same *E.* shall then be dead, the Freehold and Inheritance in Fee-simple of all and singular the Premises; **To have and to hold** the same unto the said *P. M.* his Heirs and Assigns for ever, or unto such other, &c. and to their Heirs and Assigns for ever: **Also** the said *P. M.* for himself, &c. doth covenant, &c. to and with the said *E. F.* his Heirs, &c. that he the said *P. M.* his, &c. shall and will upon the Execution of such the last mentioned Conveyances and Assurances of the Reversion and Inheritance of the said Premises (in Case the said *E.* the Wife of the first named *S. H.* shall be living at the Time of executing the same,) and in Consideration thereof, well, &c. pay, &c. unto the said *E. F.* his, &c. the Sum of, &c. or in Case the same *E.* shall happen to die before the Execution of the said Conveyances and Assurances of the said Reversion and Inheritance of the said Premises, then the said *P. M.* his Heirs, &c. shall and will upon the Execution of such the last mentioned Conveyances and Assurances of the Freehold and Inheritance of the said Premises, and in Consideration thereof, shall well, &c. unto the said *E. F.* his, &c. the Sum of, &c. **Also** the said *R. A.* for and in Consideration of the Sum of 5*l.* of, &c. to him, &c. by the said *P. M.* doth for himself, &c. covenant, &c. to and with the said *P. M.* his Heirs and Assigns, and also to and with the said first

first named *S. H.* his Executors and Administrators, by, &c. that he the said *R. A.* and Dame *E.* his Wife, and the Heirs of the said *R. A.* shall and will for the better conveying and affuring the said Lands, &c. unto the said *P. M.* his, &c. at the Costs, &c. join in and execute all and every, or any the Conveyances or Assurances before mentioned, freed and discharged of and from all Estates, Charges, Titles and Incumbrances whatsoever, had, made, done or committed by the said *R. A.* and his Ancestors, or any of them, or by any other Person, &c. claiming, &c. other than and except an Estate for Life of the said *E. H.* first named, of and in the Premises; an Estate of Inheritance in Fee-simple, of and in the Premises heretofore conveyed or agreed to be conveyed unto the said *E. F.* his, &c. or unto some other Person or Persons in Trust for him and them, and also one Indenture of Lease, &c. always excepted and foreprised; **Also** the said *S. H.* of *C.* for himself, his, &c. doth covenant, &c. to and with the said *P. M.* his, &c. that the same *S. H.* and *E.* his Wife, shall and will for the better conveying the Premises, as aforesaid, at the Request and Costs of the said *P. M.* his, &c. join in and execute all and every the said Conveyances and Assurances afore mentioned, or any of them. **And lastly** it is mutually agreed and declared to be the true Intent and Meaning of these Presents, and the Parties hereunto, that if it shall happen, that any of them the said *S. H.* first named, and *E.* his Wife, *E. F. R. A.* and Dame *E.* his Wife, their Heirs, Executors or Administrators, shall neglect to perform his or their Parts of the Covenants and Agreements herein contained, that then and in any such Case, the said *P. M.* his Heirs, Executors and Administrators, or any of them, shall not be hereby obliged to perform his and their Covenants herein contained, or any of them, but shall, if he shall think fit, be absolutely discharged of the same. **In Witness, &c.**

band of Tenant for Life, that he and his Wife and his Heirs, will join in the said Conveyances.

S. H. of *C.* covenants with the Purchaser for that he and his Wife will perform their Agreement that the Purchaser, if other Parties don't perform their Covenants, shall not be obliged to perform his.

A short Agreement for Letting a House for one Year certain, and for such further Time as both Parties shall agree.

Agreed the, &c. Between *J. B.* — of the one Part, and *J. P.* of — of the other Part, as followeth, viz.

The said *J. B.* doth let unto the said *J. P.* and he takes all that, &c. for one Year from — and for such longer Time after the Expiration of the said one Year as both the said Parties shall agree, and until the End of three Months after Notice shall be given by either of the said Parties, to the other of them for leaving the said Premises, at and for the yearly Rent of — *l.* lawfully, &c. to be paid quarterly on the four usual Feasts, or Quarter Days in the Year, viz. on, &c. by even and equal Portions, **Which** said yearly Rent the said *J. P.* doth hereby for himself, his Executors and Administrators, covenant and agree to pay to the said *J. B.* (if Freehold say) and his Heirs, (but if otherwise say) Executors, Administrators and Assigns, accordingly for so long Time, as he shall hold and enjoy the said Premises as aforesaid, and until the End of the said three Months next after Notice shall be given by either of the said Parties, to the other of them, for leaving the said Premises, as aforesaid. **In Witness, &c.**

The like, whereby the Tenant is to have the Use of Goods mentioned in a Schedule, with Power for the Landlord to enter, view and repair, and to remove Work, Benches, &c. out of the Garret, with a Covenant for the Tenant to pay for Goods in the Parlour, which the Landlord is to have on repaying the Money at the End of the Term, and both to be at equal Charge in emptying Vaults.

Memorandum, It is hereby covenanted and agreed Between *T. L.* of *L.* Goldsmith, Demise. and *J. F.* of *L.* — in Manner following, (viz.) The said *T. L.* doth hereby demise and lett unto the said *J. F.* all that his Tenement with its Appurtenances, situate, &c. together with the Use, (but not the Property) of the Goods and Things in the Schedule hereunder written mentioned, (except as herein after is excepted,) and as the said Premises are now in the Occupation of the said *J. F.* (Except and always reserved unto the said *T. L.* and all other Persons who have a legal Right thereto, a Power to enter and come into and upon the said Tenement at all seasonable Times, to view and do the Repairs thereof, when wanting; **And also except** free Liberty for the said *T. L.* or his Assigns, at any Time to remove and carry away from the Garret in the said Tenement, the following Things, viz. One Pair of Bellows, Tuiron and Dish thereto belonging, and two Planks or Work Boards with their Feet or Legs standing at the Windows there, being Part of the Goods mentioned in the Schedule here under written;) **To hold** the said Tenement and Goods (except as aforesaid) unto the said *J. F.* from Mid-summer

Warning.

Reddendum,
and Covenant
to pay Rent
and Taxes,
except, &c.

Covenant to
pay for Goods
in the Parlour
and to bear
half Charge
of emptying
the Vault, and
surrender Pre-
misses and
Goods at the
End of the
Term.

Landlord co-
venants to re-
pay Tenant
for Goods in
the Parlour.
Peaceable In-
joyment.

summer last past for one Year certain, and from the End of the said one Year, then for and during such further Term or Terms, as they the Parties hereto shall mutually agree. **Provided**, and so as that on either of the said Parties giving unto the other Half a Year's warning in Writing, then these Presents to be void; **Yielding and paying** therefore yearly, **And** the said *J. F.* for himself, his Executors and Administrators, doth hereby covenant to and with the said *T. L.* his Executors and Assigns, in Manner following, *viz.* That he the said *J. F.* during the Continuance of this Demise, shall yearly well and truly pay unto the said *T. L.* his Executors or Assigns the yearly Rent or Sum of 13 *l.* of, &c. on the four usual Quarter-Days following, *viz.* Michaelmas Day, Christmas Day, Lady Day, and Midsummer Day, by four equal Portions; the first of which quarterly Payments to begin and be made within 14 Days next after Michaelmas Day now next, and all the said quarterly Payments to be made at farthest within 14 Days next after every of the said Quarter-Days during this Demise, and that free and clear of and from all Manner of Taxes, Tithes, Parish Rates and Duties whatsoever, (the Land and Trophy Tax only excepted;) **And also** that he the said *J. F.* shall forthwith pay unto the said *T. L.* for the Things following, now in the Parlour of the said Tenement, *viz.* One, &c. the Sum of 12 *s.* and 6 *d.* **And also**, that the said *J. F.* shall pay one half Part of the Charge of emptying the Vault belonging to the said Tenement, as often as emptied; and also at the Expiration of this Demise shall peaceably and quietly surrender and yield up unto the said *T. L.* his Executors or Assigns, the said hereby demised Tenement, together with all and singular the Goods and Things in the said Schedule here under written mentioned and specified, and that in as good Condition as the same now are, (reasonable Use and Wearing thereof in the mean Time only excepted;) **And** the said *T. L.* for himself, his Executors and Assigns, doth hereby covenant to and with the said *J. F.* his Executors and Administrators, in Manner following, *viz.* That he the said *T. L.* his Executors or Assigns, on the Determination of this Demise, shall pay or allow to the said *J. F.* the said Sum of 12 *s.* and 6 *d.* so by him paid for the said Goods and Things in the Parlour aforesaid; **And lastly**, that the said *J. F.* (paying the said Rent in Manner, and according to the Reservation thereof, as aforesaid, and also performing the Covenants herein contained on his Part to be performed,) shall and may peaceably and quietly hold and enjoy the said hereby demised Premises, during the Term aforesaid, and that without any Let, Interruption or Disturbance of the said *T. L.* or his Assigns, or any Person claiming under, or by or through his, their, or any of their Act, Neglect, Default or Procurement. **In Witness, &c.**

The Schedule to which the above mentioned Agreement refers, *viz.* In the Garret, &c. " See Tit. Inventory.

An Agreement (reciting a House, Garden, &c. with the Furniture, &c. being let) that the Tenant paying the Rent shall not quit the Premises without a Month's Warning; that he shall keep in good Order the Goods, Furniture and Garden, and that the Landlord shall be at Liberty to view the same, &c.

Articles, &c. Between *A. B.* of, &c. and *C. D.* of, &c.

Recital of a
House, &c.
with the Fur-
niture, &c.
being let.

Covenant that
the Tenant
paying the
Rent, &c.
shall not be
obliged to quit
Possession,
without
Warning.

Whereas the said *A. B.* hath, on the Day of the Date hereof, let and set unto the said *C. D.* all that the said *A. B.*'s Mansion-house, &c. with the Use of all the House and Furniture, House Ornaments, Household Goods, Implements and Conveniences of Household, Stable Furniture and Stable Implements and other Tools, Implements and Conveniences in and about other the said Outhouses, and all Garden Furniture, Garden Tools and Implements of Gardening, as the same are now in, about and belonging to the said House, Kitchen, Cellars and other Offices, Stables and other Outhouses and Gardens, all which are particularly mentioned, expressed, set down and described in an Inventory contained in — Leaves of Paper, stitched together and wrote on both Sides of the Leaf, and signed on the last written Side thereof, both by the said *A. B.* and *C. D.* intitled, An Inventory of, &c. To hold from henceforth until the, &c. now next ensuing, At the yearly Rent of, &c. payable as hereafter is mentioned; and from thenceforth to be held from Year to Year so long as it shall please both Parties, at the yearly Rent of, &c. payable as is also hereafter mentioned: **Now** it is hereby covenanted and agreed by and between the said *A. B.* and *C. D.* in Manner following, that is to say, **First of all**, The said *A. B.* doth hereby for himself, &c. covenant, &c. with the said *C. D.* his, &c. that he the said *C. D.* his, &c. duly paying the Rents before mentioned, and performing the Covenants and Agreements on his and their Parts, according to the true Intent and Meaning of these Presents, shall not by him the said *A. B.* his, &c. or by any of his or their Acts and Means, be obliged to quit, leave or yield up the Possession of the said House and Premises so

So let and set as aforesaid, or any Part thereof, at the said Feast-Day of — now next ensuing, or at any succeeding Feast-Days, or other Time afterwards, unless Notice for that Purpose in Writing under the Hand or Hands of the said *A.B.* his, &c. or of his or their known Agent for Receipt of the before mentioned Rent or Rents, shall be given to, or at the said House left for the said *C.D.* his, &c. — Months before the said Feast-Day, or some such succeeding Feast-Day, when by such Notice he or they shall be required or warned to quit, leave or yield up such Possession as aforesaid; (*Covenants concerning Repairs of the House, &c. and paying Rent as usual, and then the Tenant covenants thus*) **And** in all Things and in every Respect, at his and their own proper Costs and Charges, take a due Care towards preserving, keeping whole and clean, and in good Order and Condition, all and singular the Goods and Things in the said Inventory mentioned; **And** also keep up and preserve in good Order and Condition the Gardens and Garden Grounds, Orchard and Orchard Grounds to the said House belonging, in the same Order and Form as the same now are, and the several Walls, Trees, Greens, Plants and Plantations therein and thereto appertaining, and the Fences about the same, and about the Fields or Inclosures aforesaid, by doing or causing or procuring to be done, at proper and seasonable Times in the Year, all Work necessary thereto, and in particular such as shall be necessary to the preserving, cherishing and encouraging of the Fruit Trees and other Trees of Shade, Shelter, Ornament and Profit, planted and now growing therein and thereabout, and thereto belonging, and to the due orderly and seasonable manuring, cultivating and cropping of all such of the said Garden Ground as is now laid out and used for Garden Ornaments, and yearly Crops for the Supply of the House and Kitchen; **And** permit and suffer him the said *A.B.* his Heirs, &c. or his or their known Agent as aforesaid, with Workmen or without, at all seasonable Times in the Day-Time to have entrance into the said House and Premises, to view and examine the State and Condition of the same. (*Covenant to surrender on Notice as aforesaid, in such good Order and Condition, &c.*) **In Witness, &c.**

Usual Covenants.

The Tenant covenants to keep in good Order the Furniture and Garden.

Liberty to view the same.

An Agreement for letting two Houses to be joined into one, by several on Behalf of themselves and two Infants, during their Minority, whereby the Rent is to be paid to a Receiver appointed by the Chancery; the Tenant to repair, &c. with Agreements concerning quitting Premises when the Infants are of Age, or staying, and rebuilding the Party-Wall between the two Houses, &c.

Articles, &c. Between *M.L.* of, &c. and *A.* his Wife, *E.B.* of, &c. Spinster, *M.B.* of, &c. Spinster, and *J.B.* of, &c. Spinster, (now an Infant) and *A.J.* of, &c. Gent. of the one Part, and *W.C.* of, &c. Malt Distiller, of the other Part, in Manner as follows, (that is to say,)

Whereas, &c. (*Recital of an Order in Chancery, for a Master to appoint a Receiver of Rents, who should give Security to account. Appointment made and Security given by A.J.*) And he the said *A.J.* by Virtue of the said Order, now is Receiver of the Rents of the said Premises, and is so to continue until such Time as the said *J.* and *M.B.* (now Infants) shall attain to their several Ages of 21 Years, which will be about four Years and Half hence: **And whereas** the said *A.L.* and *E.B.* having attained their several Ages of 21 Years, and being now intitled to the Premises of and in the said Real Estate, he the said *W.C.* hath agreed to take from them a Lease of the two Messuages or Tenements herein after mentioned (being Part of the said Real Estate late of the said *J.B.*) at such yearly Rent and with and under such Covenants and Agreements, and in Manner herein after mentioned and expressed: **Now these Presents witness,** That in Consideration the said *W.C.* hath agreed forthwith out of his own proper Money to disburse and lay out the Sum of 50*l.* and upwards in the Repairing and making good Improvements on the said two Messuages or Tenements and Premises, and also in Consideration of the yearly Rent, Covenants and Agreements herein after reserved and contained on the Part and Behalf of the said *W.C.* his, &c. to be paid and performed, they the said *M.L.* and *A.* his Wife, and *E.B.* as well for and in Behalf of themselves, as also on Behalf of the said *J.* and *M.B.* the Infants, **have**, and each and every of them **hath**, and by these Presents **do**, and each and every of them **doth** demise, lease and to Farm let unto the said *W.C.* all those two Messuages, &c. situate, &c. and as the same late were in the Occupation of *T.M.* and now of the said *W.C.* together with all Edifices, &c. together with full and free Liberty for him the said *W.C.* his, &c. at his and their Charge, to pull and take down the Party-Wall now standing between the said two Messuages or Tenements, and to lay the same into one intire Messuage, and also to make such other several Alterations and Conveniences therein for the Trade of a Distiller, in such Manner as he or they shall at any Time think

A.J. Receiver of Rents for four Years and an Half, at which Time *J.* and *M.B.* will be of Age. Agreement to take a Lease for that Term. In Consideration of Repairs and Rent, *M.L.* and *A.* his Wife, and *E.B.* on their and *J.* and *M.B.* Infants' Behalves, grant Parcels, Liberty.

Exception as to view. think fit, during the Term hereby demised (except and always reserved unto the said *M. L.* and *A.* his Wife, *E. B. J.* and *M. B.* and their Assigns, at any seasonable Time or Times, during the Continuance of this Demise, free Liberty to come into or upon all or any Part of the hereby demised Premises, to view the Repairs thereof, and to give and leave Notice for the necessary Repairing and Amending the same;) **To have and to hold** the said Messuages or Tenements hereby, and all and singular other the herein before mentioned and intended to be hereby demised Premises with their Appurtenances, unto the said *W. C.* his, &c. from, &c.

Habend. for and during, &c. of four Years and an Half, from thence, &c. **Pledging and paying** therefore Yearly and every Year, during the said Term, unto the said *A. J.* or such other Person or Persons as shall be appointed Receiver of the Rents of the said Premises, in Trust nevertheless for the above named *M. L. A.* his Wife, *E. B. J. B.* their Heirs and Assigns, the yearly Rent or Sum of 60*l.* of, &c. on, &c. *And, &c. (Covenants, viz. for the Tenant to pay the Rent to the Receiver, and to lay out the 50*l.* on Repairs and Alterations, and produce proper Vouchers for the same, to keep the same in Repair, that he shall peaceably enjoy. Proviso of Re-entry, &c. See Tit. Covenants and Leases.)* **And lastly,** it hereby mutually covenanted, agreed and declared by and between all and every the Parties hereunto, for themselves and for their respective Executors and Administrators, and the true Intent and Meaning of them and of these Presents is and are, that in case after the Expiration of the said hereby demised Term of four Years and an Half, that he the said *W. C.* his Executors, Administrators and Assigns, shall think fit to continue a Tenant of and in the said hereby leased Premises, and that they the said *M. L. A.* his Wife, *E. B. M. B.* and *J. B.* or any of them, shall from thenceforth raise any further Increase of Rent for the said Premises, over and above the said present yearly Rent of 60*l.* reserved for the same as aforesaid, and that he the said *W. C.* his Executors or Assigns, on raising of such Rent shall think fit to quit the Premises; then and in such case he the said *W. C.* his Executors, Administrators and Assigns, shall not at his or their Charge be obliged to new build the said Party-Wall so to be by him pulled down, or to make good any of the Alterations and Conveniencies to be by him and them made in the said hereby demised Premises as aforesaid; **But** in case at the End of the said Term of four Years and an Half the said *W. C.* his Executors, Administrators or Assigns, (if so required) shall refuse to take a further Term of Years in the said hereby leased Premises, at and under the said yearly Rent of 60*l.* and with and under such Covenants, Conditions and Agreements, as are herein before reserved and contained, and that he the said *W. C.* his Executors, Administrators or Assigns, at the End of the said Term of four Years and an Half, of his or their own free Will shall then voluntarily quit and leave the said hereby demised Premises; then and in such Case (but not otherwise) he the said *W. C.* his Executors, Administrators and Assigns, (if so required) shall and will at his and their own proper Costs and Charges, in a good and substantial and Workman-like Manner, rebuild as well the said Party-Wall, as also make good all such Alterations as shall be by him or them made of or in the said Premises as aforesaid. **In Witness,** &c.

Agreement, that if the Tenant continues after the End of the four Years and a Half, the Rent to be raised, but he may quit the same without making good the Alterations.

But if he refuses a further Lease at the same Rent, he shall make good such Alterations.

Guardians Consent and Approbation to be indorsed, they not having joined in the above Articles.

I Dame *E. J.* (Guardian to the within named *J. B.* an Infant) and *I A. B.* Widow, (Guardian to the within named *M. B.* also an Infant) having perused the within written Lease made from the within named Lessors to the within named *W. C.* of the Messuages and Premises within demised in Manner as within expressed; **And we** the said Guardians, conceiving the same to be an Improvement of the Premises, and that the same will be for the Benefit and Advantage, as well of the said Lessors as also of the said Infants; therefore the said Guardians (for and on the Behalf of the said Infants only) do hereby, as far as in us lies, consent to and approve of the said Lease so made to the said *W. C.* in Manner as within is mentioned and expressed. **As Witness** our Hands the — Day of, &c.

Agreement for letting the Tap-house of an Inn, and the Use of Drinking Rooms, and as to the Tapster being also Chamberlain.

Lease of Tap-house and Use of Drinking Rooms. **T**HIS Indenture, &c. Between *R. H.* of, &c. Inn-keeper of the one Part, and *W. W.* of the same Place, Yeoman, of the other Part. **Whereas** the said *R. H.* has agreed to let the Tap of the said Inn to the said *W. W.* **Now this Indenture witnesseth,** That the said *R. H.* in Consideration of the Rent or Annual Sum of Money hereafter mentioned to be paid by the said *W. W.* and of the Covenants, Conditions and Agreements on the Part and Behalf of the

the said *W.W.* to be done, kept and performed, **Does** grant, set and to farm let unto the said *W.W.* the Use of the Tap-house and all other Drinking Rooms of, in and belonging to the Inn of the said *R.H.* commonly called, &c. in, &c. for the Vending and Selling of all Sorts of Liquors, Tobacco, Bread, Cheese and Butter, but no other Sort of Victuals whatsoever; nor is the said *W.W.* his Executors, &c. to sell any Bread, Cheese or Butter in the Kitchen or Dining-room of the said Inn; nor is he or they to sell any Coffee, Tea or Chocolate in any Part of the said Inn, but the said *R.H.* his Executors, Administrators or Assigns only shall be at Liberty to sell the same: **To hold** the said Tap-house and Drinking Rooms for the Uses aforesaid, unto the said *W.W.* his Executors, &c. at the Will of both Parties, at and under the yearly Rent hereafter mentioned. **Provided nevertheless,** That if the said *W.W.* his Executors or Administrators be mindful to quit the said Premises at any Time, or if the said *R.H.* his Executors, Administrators or Assigns, be mindful that he shall quit the same as aforesaid, then and in either of the said Cases a Quarter's Warning shall be given in Writing by the Party who is so mindful that the said Premises shall be quitted as aforesaid; **Also** that the said *W.W.* in Consideration of the said *R.H.*'s letting to him the said Premises for the Uses aforesaid, does hereby for himself, his Executors or Administrators, covenant, promise and agree to pay to the said *R.H.* his Executors, Administrators or Assigns, the yearly Rent of 90*l.* of, &c. the same to be made by Quarterly Payments, to wit, 22*l.* 10*s.* on the fourth of *March*, 22*l.* 10*s.* on the fourth of *June*, 22*l.* 10*s.* on the fourth of *September*, and 22*l.* 10*s.* on the fourth of *December*, yearly or within one Week after any of the said Days; the first Payment to be made on the fourth Day of *March* next ensuing the Date hereof; **Also** the said *R.H.* does covenant and agree for himself, &c. that he the said *R.H.* his, &c. shall and will find and provide a Dinner every Day for the said *W.W.* and his Wife, during the Continuance of the said *W.W.* as Tenant or Farmer of the Tap as aforesaid, and shall find, provide and give to the said *W.W.* Half a Chaldron of Coals yearly and every Year, in Consideration of hot Coals to be taken out of the Tap-house (by the said *W.W.* so long as he shall continue to be Chamberlain in the said Inn, or by any other Person who shall be Chamberlain during the Continuance of his being Tapster or Farmer of the Tap as aforesaid) as Necessity shall require: **And** the said *W.W.* does hereby for himself, &c. covenant and agree to and with the said *R.H.* his, &c. that he the said *W.W.* shall and will take and buy all such common Beer from the Store Cellar of the Brewer who now serves the said *R.H.* or of such other Brewer as the said *R.H.* his, &c. shall appoint, and shall find and has lately served the said *R.H.* in no less Quantity than four Butts, nor in any greater Quantity than eight Butts; and shall likewise buy his Brandy and Rum of Mr. *H.* as long as he uses him well; and shall find and provide all the Coals (except those before mentioned) and Candles, which shall be used in all the Drinking Rooms of the said Inn, unless those to be used in the Kitchen and Bar which the said *R.H.* shall find, and that he the said *W.W.* shall keep the Drinking Rooms clean, and lay the Table-cloth, clean the Knives, and attend the Table of the said *R.H.* or find a proper Person to do the same, and shall find Knives, Forks, Plates, Table Linen, and other usual Utensils to be used in the Tap-house, and shall not take any Thing out of the Kitchen or Bar without the Leave of the said *R.H.* or whosoever else he shall appoint, and shall leave the Tap-house Goods belonging to the said *R.H.* in the same Condition as they now are, moderate Wear excepted; and that whensoever the said *R.H.* shall be mindful to make the present Tap-house into a Coach-house or other Place of Conveniency, and to make any other Drinking Room into a Tap-house, he shall be at Liberty so to do; and that whensoever the said *W.W.* quits the Tap, the said *R.H.* shall not be obliged to take any Liquors but such as are good and vendible; and that the said *W.W.* shall pay for and renew as often as requisite the Wine and Beer Licences, and the said *R.H.* agrees that he will deduct so much as shall be paid for them out of the next Rent which shall be due: **And whereas** the said *R.H.* agrees that the said *W.W.* shall likewise continue and be Chamberlain of the said Inn, and for that Purpose the said *R.H.* has delivered to him 40 Pair of Sheets, 45 Pillow Cases, 36 Napkins, and four Caps, 18 Towels, 20 Pewter Chamber-Pots, six Earthen ones and 12 Basons, the Receipt whereof the said *W.W.* hereby acknowledges. **And this Indenture further witnesseth,** That the said *W.W.* for himself, &c. does covenant and agree that he will render to the said *R.H.* a just and true Account of the same whensoever and as often as he shall be thereto required; and shall find and provide Brushes, Brooms and Mops, and keep the Lodging Rooms, Beds and Galleries clean, and find Candles to all the Lodging Rooms, or find a proper Person to do the same, and shall not refuse any Person a Lodging who is able and willing to pay 6*d.* a Night for a Bed, without the said *R.H.*'s Consent; and if such Lodger chuses clean Sheets, then he shall pay 1*s.* for the first Night and 6*d.* for every Night afterwards, so long as he or she continues in such Lodging, and the said *W.W.* shall bring in an Account to the said *R.H.* every Morning at Nine a Clock, of every Lodger in the said Inn, and shall account for and pay to the said

R.H.

Forfeitures for
concealing
Lodgers.
Wages.

Warning.

Profits of the
Chamberlain.
Allowance to
his Man.

R. H. the Money received for Lodging every *Monday* Morning; and that if the said *W. W.* shall conceal a Lodger, he shall forfeit and pay to the said *R. H.* for the first Offence one Guinea, for the second Offence two Guineas, and so on a Guinea more for every further Offence, and shall not demand any Money for Wages for being Chamberlain; and if the said *W. W.* has a Mind to leave off being Chamberlain, or the said *R. H.* shall desire to quit him from being Chamberlain, then either Party shall be at Liberty so to do upon giving the other a Month's Warning in Writing. And the said *R. H.* does agree to allow the said *W. W.* to have the Profits of selling and finding Fagots and Brushes, and of getting Gentlemens Linen washed, and will find the Man who the said *W. W.* shall find to officiate as Chamberlain, Breakfast, Dinner and Lodging. **In Witness, &c.**

Another Agreement for letting a Tap.

Articles, &c. Between *A. A.* of, &c. and *G. C.* of the one Part, and *W. G.* of, &c. of the other Part, in Manner and Form following, that is to say,

Landlords ac-
cept a Tap-
ster,

and covenant
that he shall
have the Sell-
ing the Beer,
&c.

and provide
Beer, &c.

The Tapster's
Advantage
of selling
Beer, &c.
No other to
sell.

How much
the Tapster to
pay for the
Liquors.

Account.

Deposit.

What the
Tapster is to
find.

Not to let
Rooms to any
but Guests.

FIRST, It is covenanted, granted and agreed by and between the said Parties, and the said *A. A.* and *G. C.* for divers good Causes and Considerations hereafter expressed, on the Day of the Date hereof have accepted, entertained and taken the said *W. G.* as their Tapster, to draw, utter, sell and put to Sale all such Beer and Ale as shall be uttered and sold within their Messuage, Tenement or Inn, situate and being in, &c. called or known by the Name or Sign of, &c. and which be uttered and sold thereout and fetched therefrom, for and during such Time and Term as the said Parties to these Presents shall like and approve of each other. And the said *A. A.* and *G. C.* for themselves, their Executors and Administrators, do hereby covenant, grant and agree, that he the said *W. G.* his Executors, Administrators and Assigns, for the same Considerations shall, during such Time and Term, have, hold and enjoy to his own Use, Benefit and Behoof, for the Drawing, Uttering, Selling and Putting to Sale all such Beer and Ale as aforesaid, the Cellars belonging to the said Messuage, Tenement or Inn, and all and singular Kitchen, Rooms, Chambers and Garrets standing, lying and being over the same; And that they the said *A. A.* and *G. C.* their Executors and Administrators, shall and will from Time to Time, and at all Times as Occasion shall require during such Time and Term, at his and their proper Costs and Charges, provide and lay into the said Cellars for the Use of the said *W. G.* his Executors, Administrators and Assigns, in that Respect, good and sound strong Ale and strong Beer; And that he the said *W. G.* his Executors and Administrators, shall or may, during the Time and Term aforesaid, have and take to his own Use the Profit and Advantage of Selling and Uttering Tobacco, Bread, Cheese, and all other Victuals whatsoever; And that during all such Time and Term as aforesaid, no other Victualler or Tapster shall be entertained or suffered to buy or sell, retail, draw, utter or put to Sale any Beer, Ale, Tobacco or Victuals whatsoever in the said Messuage, Tenement or Inn: **In Consideration** whereof the said *W. G.* doth hereby for himself, his Executors and Administrators, covenant, grant and agree, to and with the said *A. A.* and *G. C.* their Executors and Administrators, by these Presents, in Manner and Form following, (that is to say) That he the said *W. G.* his, &c. shall and will, during the same Time or Term, pay or cause to be paid unto the said *A. A.* and *G. C.* their Executors, Administrators or Assigns, or some of them, the several Sums of Money hereafter mentioned, that is to say, For every Barrel of strong Ale that shall be uttered and sold as aforesaid, 20 s. of lawful Money; and for every Barrel of strong Beer as shall be so likewise uttered, the like Sum of 20 s. accounting 21 Barrels to the Score, as the Brewer allows, and so after the same Rate for every greater or lesser Quantity; And that he the said *W. G.* his Executors or Assigns, shall and will, at or before the End of every Month during the Time and Term aforesaid, make a true and just Reckoning, Account and Satisfaction unto the said *A. A.* and *G. C.* their Executors, Administrators or Assigns, or some of them, for such and so much Money as shall upon every of their Accompts appear to be due and payable unto them for and in Respect of the Premises, according to the Rates aforesaid. And for the better Satisfaction and surer Payment of such Money, he the said *W. G.* at or before the Ensealing thereof, hath deposited into the Hands of the said *A. A.* and *G. C.* to remain during the Time and Term aforesaid, the Sum of, &c. of lawful, &c. the Receipt, &c. and that he the said *W. G.* his Executors or Administrators, shall and will within one Month after the Date hereof, at his Costs and Charges, find and provide two Fire Grates, and cause the same to be fixed up and set in the Kitchen Chimney and the Tap-house Chimney, and likewise one long Table to be set up in the first Room up one Pair of Stairs; and likewise shall and will provide and furnish two Beds in two of the Rooms fit for Lodging and Entertaining of Customers coming and resorting to the said Inn; and likewise shall not or will not, at any Time

Time or Times during the Term or Time aforesaid, let or set any of the Rooms above mentioned to any Lodger whatsoever, other than to the common Guests and Customers resorting to the said Inn. **Provided nevertheless**, and it is covenanted, conditioned and agreed by and between the said Parties to these Presents, that if either of them shall at any Time mislike of each other in their Dealings concerning the Premises, and thereof give six Months Notice, it shall and may be lawful at the End of such six Months, and not before, for the said *W. G.* his Executors, Administrators or Assigns, to leave off the said Employment, and Cellar, Rooms and Premises: And it shall be likewise lawful for them the said *A. A.* and *G. C.* and their Executors, Administrators and Assigns, at the End of such six Months, and not before, to put the said *W. G.* and his Executors, Administrators and Assigns, out of the said Employment, and Cellar, Rooms and Premises aforesaid: **And** that the said Parties shall and will at the End of the said six Months come to a true and just Reckoning and Account one with the other: **And** if the said *W. G.* his Executors, Administrators and Assigns, shall not have so much Monies in his Hands of theirs the said *A. A.* and *G. C.* their Executors, Administrators or Assigns, as shall satisfy the said Sum of, *£c.* so left in their Hands as aforesaid, and for the Fire Grates and Tables aforesaid, at the Rates they cost him the said *W. G.* that then he the said *A. A.* and *G. C.* their Executors and Administrators, shall and will satisfy and pay unto the said *W. G.* his Executors, Administrators or Assigns, so much of the said 20 *l.* as upon their Accounts shall justly appear to be due unto the said *W. G.* his, *£c.* at the End of the said six Months; as likewise shall and will then satisfy and pay unto the said *W. G.* his Executors, Administrators or Assigns, so much Money as the aforesaid Fire Grates and Tables shall cost him the said *W. G.* as aforesaid: The said Fire Grates and Tables to be left fixed in the said Chimnies and Rooms for the Use of the said *A. A.* and *G. C.* their Executors, Administrators and Assigns: **And** if it shall happen that the said *W. G.* his Executors, Administrators or Assigns, shall have more Money in his Hands for or in Respect of the Premises than shall amount to above the Sum of, *£c.* and Price of the Fire Grates and Tables aforesaid, then the said *W. G.* his Executors, Administrators or Assigns, shall satisfy and pay such Overplus of the Money to the said *A. A.* and *G. C.* their Executors, Administrators and Assigns, at the End of the said six Months, as upon their Accounts shall appear to be due; **And** at the End of the said six Months it shall and may be lawful for the said *W. G.* his Executors, Administrators and Assigns, to carry away his Bedding and other Implements of Household; any Thing in these Presents to the contrary notwithstanding: **And** for the true Performance, *£c.*

Warning on Parting, &c.

and accounting.

What the Tapster is to take away.

Agreement for letting one Side of a Shop, with other Conveniences, for a Year certain, and afterwards as long as the Parties shall agree, with a Proviso as to Warning; and Agreements as to fitting up and shutting up the Shop, and the Commodities the Tenant shall not trade in.

Articles of Agreement, &c. Between *J. F.* of, &c. of the one Part, and *M. B.* of, &c. of the other Part, as follows.

Whereas the said *J. F.* is now possessed of and in a certain Messuage, Tenement or Dwelling-house (commonly called, &c.) opposite *Exeter-Change* in the Strand in the County of *M.* **And whereas** the said *J. F.* is mindful to take the said *M. B.* to be an Undertenant of Part of the said Messuage or Dwelling-house; **Therefore it is agreed** upon by and between the said Parties to these Presents in Manner and Form following, (to wit), **First of all** the said *J. F.* in Consideration of the Sum of 8 *l.* per Ann. to be paid Quarterly, to wit, 2 *l.* per Quarter from *Michaelmas* Day next, by the said *M. B.* to the said *J. F.* for and during the Term hereafter mentioned, the said *J. F.* doth covenant, promise and agree, to permit the said *M. B.* to have the Use, Possession and Occupation of that Side of the Shop in the aforesaid Messuage next *Charing-Cross*, and also the Room and Closet adjoining to the said Shop, and likewise Liberty to use and take so much Water from such Part of the said House, as the same may come in, as Need or Occasion shall require, for and during the Term of one whole Year from, &c. next ensuing, (if he the said *J. F.* be and continue so long in the Possession of the said Messuage or Dwelling-house) and from thence so long as both Parties shall agree. **Provided always**, and it is hereby agreed upon by and between the said Parties, that if the said *J. F.* should want the said *M. B.* out of the said House after the Expiration of the said one Year, he shall give unto her a Quarter's Warning in Writing, and at the End of the said Quarter she shall peaceably yield up unto the said *J. F.* the said Side of the Shop, Room and Closet; or if the said *M. B.* shall after the Expiration of the said one Year have a Mind to leave the said Shop, Room and Closet, she shall give the like Warning to the said *J. F.* **And** it is also agreed between the said Parties, that the said *J. F.* shall and will allow one

PART II.

§ 1

Guinea

Guinea out of the first Quarter's Rent or Payment towards fitting up the said Side of the Shop, and shall likewise order some or one of his Servants to shut up the Windows and Shutters belonging to the said Side of the Shop without any Expence to the said M. B. as often as Occasion shall require, for so long Time as she shall continue a Tenant as aforesaid; And that the said M. B. shall not during such Time as aforesaid sell in the Shop any, &c. or other Goods that may hinder or prejudice the said J. F. in his way of Trade. *In Witness, &c.*

An Agreement to let Rooms and other Conveniences in a House, for so long Time as the Landlord has in the Premises, or till Notice given by the Tenant; and a Covenant that the Tenant may take away such Partitions, Locks, &c. as he shall put up or fix, &c.

Agreed the, &c. Between W. W. of, &c. of the one Part, and T. P. of, &c. of the other Part, as follows:

To let Rooms,
&c.

Habendum.

Agreement to
pay the Rent.

Covenant that
the Tenant
may take a-
way Locks,
&c. on his
leaving the
Premises.

THE said W. W. Doth hereby let unto the said T. P. and he takes, the several Rooms and Conveniences, being Part of and belonging to the Dwelling-house of the said W. W. in, &c. herein after mentioned, (to wit), a Ground Room, &c. with all Lights, Ways, Passages, Commodities and Appurtenances to the said Premises belonging and used therewith, from Christmas last past before the Date hereof, for so long Time of the said W. W.'s Term in his Dwelling-house, as he the said T. P. shall think fit, to hold the said hereby letten Premises, and until the Expiration of three Months after Notice shall by the said T. P. be given to the said W. W. his Executors or Assigns, at his Dwelling-house aforesaid, for leaving the said hereby letten Premises, and determining these Presents, and the Term thereby granted at and for the yearly Rent and Sum of — l. of lawful, &c. to be paid Quarterly on the four usual Feasts or Quarter-Days in the Year, viz. Lady-Day, &c. Which said yearly Rent the said T. P. doth agree to pay accordingly, for so long Time as he shall hold and enjoy the said Premises, and until the End of three Months next after Notice by him given as aforesaid for leaving the same, and determining these Presents, and the Term thereby granted as aforesaid. And the said W. W. doth hereby for himself, his Executors and Assigns, covenant and agree to and with the said T. P. his Executors, Administrators and Assigns, that he and they shall and may, at his or their leaving the said hereby letten Premises, take down, remove and carry away all such Partitions, Wainscot, Hangings, Doors, Locks, Keys, and other Things which he or they already have or shall at any Time or Times during his or their Continuance in the said Premises, make, set or put up in or about the said Premises. *In Witness, &c.*

An Agreement between two Writing-Masters for selling and assigning a House, School-Room and Furniture, and leaving a certain Number of Scholars.

Agreed, &c. Between J. S. of, &c. of the one Part, and T. C. of, &c. of the other Part, as follows:

THE said J. S. for the Consideration here under mentioned, doth for himself, his Executors and Administrators, covenant and agree to and with the said T. C. his Executors and Assigns, as followeth, viz. That the said J. S. upon or within — Days after the — Day of — shall and will deliver the actual Possession of his now Dwelling-house, known by the Sign of the Hand and Pen in, &c. and will leave and deliver the Benefit of his School in the said House, with 60 valuable Scholars, such as pay for their Teaching, which are there now learning of the said J. S. to write, and will also sell and assign all his Term and Interest in the said House, with the Forms, Standishes and Benches as now used and standing in the Writing-School, or Room on the third Floor of the said House, unto the said T. C. and will likewise deliver to him such Hangings, &c. and other Goods in the said House not belonging to the Premises, as the said T. C. shall desire, which is to be taken and paid for according to the Appraisement of two indifferent Persons to be chosen between them. And it is agreed between the said Parties, that if the said J. S. do not leave and deliver up the said 60 Scholars as aforesaid, what shall be wanting of that Number he shall and will discount for them out of the Sum of 44 l. here under mentioned, in Proportion as 44 l. is to 60 l. and if the said J. S. do leave above the said 60 Scholars, the said T. C. is in such Case to advance above the said 44 l. for every Scholar above the said Number, according to the Proportion aforesaid. And the said J. S.

J. S. doth further covenant and agree to and with the said *T. C.* that if he has already received, or shall before the said — receive above half the Money or Sum agreed, for the Teaching any of the said Scholars, to be delivered to the said *T. C.* such Scholar or Scholars are not to be accounted of the said Number of 60, unless the said *J. S.* pay to the said *T. C.* so much Money as he has or shall receive above the one half Part of the Sum agreed or to be given for such Scholar or Scholars Teaching. And it is further declared and agreed between the said Parties, that as many of the said 60 Scholars which shall go from the said *T. C.* and leave the said School, and become Scholars again to the said *J. S.* before the — Day of — next ensuing the Date hereof, such Scholars shall not be deemed as Part of the said 60, but the Discount aforesaid shall be allowed for the same out of the said 44*l.* And lastly, the said *T. C.* doth hereby covenant and agree to and with the said *J. S.* that he the said *T. C.* shall and will, in Consideration of the several Matters and Things so to be done and performed by the said *J. S.* as aforesaid, truly pay, or cause to be paid, the said Sum of 44*l.* viz. — thereof upon delivering Possession of the said House and Premises as aforesaid, the Remainder thereof within one Month then next ensuing, or what shall be due of the said 44*l.* if any such Deduction or Discount are to be made thereout as aforesaid. In Witness, &c.

To seal a Lease by a Day according to a Draught made.

—(as in the 2d Agreement to) That the said *A. B.* his, &c. or one of them, shall and will ar, &c. make, seal and deliver, as his or their Deed, before sufficient Witness, unto the said *C. D.* his, &c. at his and their proper Costs and Charges, on or before the — next ensuing, one good, sure, sufficient and lawful Lease, Demise and Grant, to be made and ingrossed in Parchment, and that in and by all Things, according to the Form, Effect and true Meaning of a certain Paper Book, or Draught thereof, already made and drawn, and remaining in the Custody of the said *C. D.* whereunto the said *A. B.* hath subscribed his Name. —

The like where no Draught made.

— That, &c. — a good and sufficient Lease by Indenture of all that Messuage, &c. — for the Term and Space of 21 Years, to begin and take Effect from the Feast-Day of — with a Clause of Reservation of the yearly Rent of — *l.* to be inserted in the said Indenture, the same Lease and Messuage to be then discharged of and from all former Leases, Bargains, &c. (and add, for further Assurance, if there be Occasion.)

Agreement that a Lessee will grant a Lease to another with the like Covenants, &c. as in his Lease, except as to the Rent, with several other Restrictions in Favour of the first Lessee.

Articles, &c. Between *R. B.* Citizen and Distiller of *London*, of the one Part, and *W. K.* Citizen and Grocer of *London*, of the other Part, as followeth, (that is to say),

THE said *R. B.* in Consideration of the Rent and Covenants on the Part of the said *W. K.* ^{Covenant to make a Lease.} to be paid and performed, Doth hereby for himself, his Executors and Administrators, covenant, promise and agree, to and with the said *W. K.* his Executors, Administrators and Assigns, that he the said *R. B.* shall and will on or before the — Day of — now next ensuing the Date of these Presents, seal and duly execute and deliver unto the said *W. K.* his Executors, Administrators and Assigns, and at his and their Charges, one good and effectual Indenture of Lease, Of all that, &c. situate, standing and being in *B. Street* in the Parish of *St. M. B.* *London*, formerly in the Possession of *J. W.* and afterwards of *R. R.* and since of *R. B.* containing in Front from North to South 21 Feet and an half of Assize little more or less, and in Depth from East to West 40 Feet of Assize little more or less; and also a Yard lying at the West End of the said Messuage, containing in Breadth from East to West eight Feet little more or less, and in Length from North to South 17 Feet or thereabouts, together with a Workhouse in the said Yard, and a House of Office of Premises covered and inclosed, with a Door to the same; and all this by one Indenture of Lease, ^{leased to the now intended Lessor.} bearing Date the — Day of *March* in the Year of our Lord 17 — and made or mentioned to be made between Dame *E. C.* of *N. S.* in the County of *W.* Widow, and *C. C.* of

To be therein contained the like Covenants, &c. as in his Lease, except as to the Payment of Rent, but he is not to be restrained from taking a new Lease, &c.

Notwithstanding the new Tenant may apply his Rent to the Discharge of the other's Rent.

Agreement to assign moveable Wainscots, &c.

When new Tenant is to enter.

Taxes.

Agreement to accept such Lease, and execute a Counterpart with a Schedule annexed.

of *H.* in the Parish of *W.* in the County of *O.* Esq; of the one Part, and the said *R. B.* by the Name of *R. B. of London*, Distiller, of the other Part, was demised to him the said *R. B.* **To hold** the same Premises (whereof such Lease is hereby agreed to be granted as aforesaid) unto the said *W. K.* his Executors, Administrators and Assigns, from the Feast-Day of — next ensuing the Date of these Presents, and which will be in the Year of our Lord — for the Term of 14 Years and one half Year and 11 Weeks, and yearly Rent of 38 *l.* of, &c. for the first 14 Years of the said Term, payable Quarterly, and at and under the Rent or Sum of 19 *l.* of like Money for the said half Year of the said Term, by two equal Payments, (that is to say,) the Sum of 9 *l.* 10 *s.* one half Part thereof, on the Feast-Day of — which will be in the Year, &c. and the like Sum of 9 *l.* 10 *s.* one other half Part thereof on the Feast-Day of — then next ensuing, and which will be in the Year, &c. and at and under the yearly Rent or Sum of 9 *l.* 10 *s.* of like Money for the Remaining 11 Weeks of the said Term, of or upon the 17th Day of *December*, which will be in the said Year, &c. when the said Term will expire; **In which** said Indenture of Lease hereby agreed to be granted shall be contained the like Covenants, Provisoes and Agreements (*mutatis mutandis*) as are contained in the Lease whereby the said *R. B.* now holdeth the said Premises as aforesaid, except as to that Payment of the yearly Rent which is to be reserved and made payable in Manner herein before mentioned, and wherein shall likewise be inserted a Covenant on the Part of the said *R. B.* his Executors, Administrators and Assigns, whereby to restrain him and them from renewing or taking any further Lease, Estate, Term or Interest, of or in the same Premises, or the doing any Act to prevent or hinder the said *W. K.* his Executors, Administrators or Assigns, from becoming immediate Tenant or Tenants of the same after the Expiration of the present Term and Interest of him the said *R. B.* therein, as effectually as if his whole Estate, Term and Interest in the said Premises had been now absolutely assigned to the said *W. K.* **And** also a further Covenant on the Part of the said *R. B.* his, &c. that notwithstanding the several Reservations of Rent herein before mentioned and agreed to be contained in such intended Lease, it shall and may be lawful to and for the said *W. K.* his, &c. to pay and apply the several Rents and Sums of Money to be thereby reserved, for and in Satisfaction and Discharge of the like yearly Rent of 38 *l.* reserved, and which shall become due and payable by the aforesaid Indenture of Lease, whereby the said *R. B.* now holdeth the said Premises; and that during the Term by the said Indenture granted, and which will expire at the Expiration of the Term before hereby agreed to be granted; and that the Receipt and Receipts of the Person or Persons intitled to receive the same, (being produced unto him the said *R. B.* his Executors, Administrators or Assigns) shall be a good and effectual Discharge unto the said *W. K.* his Executors, Administrators or Assigns, for what he or they shall so pay, against him the said *R. B.* his, &c. as fully as if the said several Rents herein before mentioned had been actually paid to him or them: **And** the said *R. B.* doth hereby also agree, that at the Time of making and executing such Lease as aforesaid, he will (if required) grant and assign to the said *W. K.* his Executors and Administrators, all his Interest and Property in the several Moveables, Wainscots, Partitions, and other the Improvements and Things made, done and set up by the said *R. B.* in, upon or about the said Premises hereby agreed to be demised, and which he the said *R. B.* can or hath any Right to remove or take away. **And further**, that it shall and may be lawful to and for the said *W. K.* to enter upon and take Possession of the said Messuages and Premises on the 15th Day of this Instant *December*, and to hold and enjoy the same from thenceforth until the said Feast of — (when the said intended Lease is to commence) without paying any Rent or other Consideration for the same; and free and discharged from Parliamentary and Parochial Taxes, Duties and other Assessments to incur, grow due and payable in Respect of the Premises, for any Time preceding the said Feast of — now next as aforesaid, except the Rate and Assessments now made for the Poor of the Parish of *St. M. B.* aforesaid, and wherewith the said *W. K.* shall become chargeable only for such Time as he shall inhabit or dwell in the said Messuage and Premises before the Commencement of the said Lease: **And** the said *W. K.* in Consideration of the Premises, doth hereby for himself, his Executors and Administrators, covenant, promise and agree to and with the said *R. B.* his Executors, Administrators and Assigns, that he the said *W. K.* his, &c. shall and will on or before the 20th Day of *January* now next ensuing as aforesaid, accept of such Lease of the said Messuage and Premises hereby agreed to be granted, and shall and will likewise at the same Time, and at his and their own proper Costs and Charges, execute a Counterpart thereof unto or to the Use of the said *R. B.* his, &c. together with a Schedule to be annexed thereto of all and singular the Goods, Implements and Things mentioned and contained in the Schedule, subscribed or written under the Indenture of Lease, whereby the said *R. B.* now holdeth the same Premises as aforesaid. **And lastly**, for the true Performance of this Agreement, the said *R. B.* and *W. K.* do mutually bind themselves, their Heirs, Executors and Administrators, unto each other in the Penal Sum of 200 *l.* of, &c. firmly by these Presents. **In Witness, &c.**

Agreement

Agreement to let a House, &c. and execute a Lease thereof; to contain the like Covenants as are in a Lease whereby the intended Lessor holds the same, and other Covenants; and the intended Lessee agrees to accept such Lease and execute a Counterpart; and Covenants to give a Bond for making good and leaving Partitions, &c. as they now are.

Agreed the, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, as followeth, viz.

The said A. B. in Consideration of the Rent and Covenants on the Part of the said C. D. To let a House, &c. to be paid and performed, Doth let unto the said C. D. and he takes All, &c. and all House, &c. Cellars, Vaults, Warehouses, Rooms, Yards, Lights, Water-courses, Easements and Appurtenances thereunto belonging, and free Liberty of Ingress, Egress and Regress, to and from a Vault under the said Premises, for the Term of — Years from — at the yearly Rent of — l. payable Quarterly. And the said A. B. for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said C. D. his Executors and Assigns, that he the said A. B. will on or before the, &c. now next, at the Charge of the said C. D. his Executors or Assigns, seal and execute unto him or them, at the Dwelling-house of R. B. Scrivener, in, &c. a sufficient Lease of the said Premises for the Term and at the Rent aforesaid: In which Lease are to be inserted and contained the like Covenants and Provisoes (*mutatis mutandis*) as are contained in the Lease, whereby the said A. B. holds the said Premises from G. G. dated, &c. and likewise covenants for leaving at the End of the said Term several Things belonging to and being in and about the Premises to be mentioned in a Schedule thereof, which for that Purpose the said Parties agree shall be taken and annexed to the said Lease, (and also a Covenant for the said C. D.'s laying out 30 l. at least in the Repair of the Premises, which is allowed for that Purpose:) Which said Lease the said C. D. doth hereby agree to accept, and at the same Time and Place to seal and execute a Counterpart thereof to the said A. B. his Executors or Assigns. And the said C. D. doth hereby further covenant and agree with the said A. B. that upon and at the Time of executing the said Lease as aforesaid, he the said C. D. and J. J. of, &c. shall and will seal and execute to the said A. B. an Obligation or Covenant, with a sufficient Penalty for the said C. D. making good and leaving, at the Determination of the said Term, as they now are, two Partitions, one in, &c. and likewise all the Lining of the Wall, Chimney-Piece, and other Works in the Parlour, as the same is now fitted, being right Wain-scot. In Witness, &c.

Covenant to execute a Lease to contain the like Covenants, &c. as in a Lease, by which the intended Lessor holds the same and other Covenants.

The intended Lessee agrees to accept such Lease and execute a Counterpart, and covenants to execute a Bond for making good and leaving Partitions, &c. as they now are.

Agreement to grant a Lease of a House now in Possession, by Virtue of an Ejectment, as soon as an Assignment of the same can be procured from the Assignees under a Commission of Bankruptcy.

Memorandum, It is agreed Between J. W. of, &c. of the one Part, and J. C. of, &c. of the other Part, in Manner as follows, viz.

Whereas the said J. W. by Virtue of an Ejectment by him lately obtained, is now intitled to the Possession of a Messuage, with its Appurtenances, situate, &c. and as the same is now in the Occupation of the said J. C. Now he the said J. W. for himself, &c. doth hereby covenant, promise and agree, to and with the said J. C. that he the said J. W. (immediately after his obtaining an Assignment of the said Messuage from the Assignees, under a Commission of Bankruptcy taken out and awarded against R. H. M.) will duly execute and deliver unto the said J. C. a Lease of the said Messuage and Premises, To hold the same unto the said J. C. his Executors, Administrators and Assigns, from Lady-Day now next ensuing for the Term of seven Years, Determinable nevertheless at the Option of the said J. C. his Executors or Administrators, at the End of the first three Years thereof, on his or their giving at least six Months Notice thereof in Writing unto the said J. W. his Executors, Administrators or Assigns, for such Determination thereof at the End of the said first three Years of the said Term, at and under the yearly Rent of 17 l. to be paid quarterly, on, &c. by equal Proportions; the first of which quarterly Payments to be made on, &c. now next ensuing. In which said Lease shall be contained such Covenants as are commonly inserted in London Leases, as well on Lessee's as also on Lessor's Part to be performed, with the usual Powers and Clauses of

J. W. by Ejectment intitled to Possession of a House.

Covenants (as soon as he can get an Assignment of the said House from Assignees of a Bankruptcy) that he will grant a Lease of the same, for seven or three Years.

J. C. covenants to accept such Lease, &c. execute a Counterpart, and pay Rent during Possession by Virtue of the Ejectment.

of Re-entry and Distress in Case of Non-payment of the said yearly Rent. **In Consideration** of which Lease so to be made as aforesaid, he the said **J. C.** doth hereby for himself, &c. covenant, promise and agree to and with the said **J. W.** his, &c. that he the said **J. C.** will accept of such Lease for the said Term of seven Years, to commence and determine in Manner as aforesaid, at and under the said yearly Rent of 17 *l.* payable quarterly as aforesaid, and with the said **J. C.** at the Time of his the said **J. W.**'s executing such Lease as aforesaid, will then duly execute and deliver unto the said **J. W.** a Counterpart of such Lease; and that he the said **J. C.** his, &c. in the mean Time, and until such Lease to be so executed to him as aforesaid, shall and will duly pay unto the said **J. W.** his, &c. during his Continuance in Possession of the said Premises, by Virtue of his said Ejectment, the said yearly Rent of 17 *l.* by quarterly Payments, on the Days and in Manner as above mentioned. **As Witness, &c.**

Articles for making a Lease of a House, &c. and putting Premises in Repair, &c.

Articles, &c. Between **A. H.** of, &c. Esq; of the one Part, and **L. S.** of, &c. Esq; of the other Part.

The Landlord seized in Fee.

Covenants to repair the Premises and grant a Lease

for 14 Years, to be void on Notice.

Covenants to be therein.

The Tenant covenants that so soon as the Premises are repaired, he will accept a Lease, and execute a Counterpart.

Whereas the said **A. H.** is seized in Fee of and in a certain Messuage or Tenement situate, &c. being the ninth House in **H. R.** in **L. I. F.** from the East End thereof, and lately in the Possession of Sir **R. E.** Chief Justice of the Court of Common Pleas, together with the Coach-house, and Stables thereunto belonging: **Now it is hereby agreed,** and the said **A. H.** doth covenant and promise to and with the said **L. S.** his Executors and Administrators, that he the said **A. H.** or his Heirs, shall and will before *Michaelmas-day* next ensuing the Date of these Presents, put the said Messuage or Tenement, and the Coach-house and Stables thereunto belonging, into good and sufficient Repair, and also find and provide all Locks needful for the Doors in the said Messuage, &c. and a Fire Grate for the Kitchen, and other Things, &c. and make a good and sufficient Lease and Demise thereof by Indenture, together with all and every the Appurtenances thereunto belonging, unto the said **L. S.** to commence from the said Feast of Saint *Michael* the Archangel next following; **To have to hold** the same unto him the said **L. S.** his Heirs, Executors, Administrators and Assigns, from thenceforth for the Term of 14 Years, to be void on six Months Notice from the said **L. S.** to be given to the said **A. H.** in Writing, next before the End of the first seven Years of the said 14 Years, at and under the yearly Rent of 80 *l.* payable quarterly; the said **A. H.** hereby, in Consideration thereof, agreeing to indemnify and discharge the said **L. S.** his Executors, &c. of and from all Quit-Rents, Ground-Rents, and other Incumbrances on the Premises; **In which said Indenture of Lease** shall be contained a Covenant on the Part of the said **L. S.** to keep and maintain the said Premises in good and sufficient Repair during such Term, and also a Covenant from the said **A. H.** for his quiet Enjoyment, and other usual and reasonable Covenants on both Parts. **And** the said **L. S.** doth hereby likewise covenant and agree to and with the said **A. H.** and his Heirs, in Manner as follows, *viz.* That on the said **A. H.**'s having, at his own Costs and Charges, finished the several Repairs insisted on in the annexed Paper or Writing by Mr. **L. S.**'s Workmen, and agreed to by Mr. **H.**'s Surveyor Mr. **R.** he the said **L. S.** shall and will accept of such Lease, and seal, execute and deliver unto the said **A. H.** or his Heirs, a Counterpart thereof, at the same Time that the said **A. H.** or his Heirs shall make and execute such Lease unto the said **L. S.** aforesaid. **In Witness, &c.**

Agreement for quitting Premises on Notice.

AND also, That in Case the said **L. S.** shall be minded to leave the said Premises or Tenement at the Expiration of the said Term of — Years, or at any Time after, that then and in such Case the said **J. D.** or her Assigns, shall and will give or leave Notice or Warning thereof in Writing to or for the said **A. H.** his Executors, Administrators or Assigns, within the Space of six Months next before the Expiration of the said Term of — Years, or any other further or longer Term as aforesaid.

Proviso in Case of the Death of the Tenant.

PROVIDED always, That if the said **J. D.** shall happen to depart this Life before the said *Michaelmas-day* next ensuing the Date hereof, then and in such Case, these Presents, and every

every Article, Covenant, Agreement and Thing herein contained, shall be void and of none Effect. **In Witness** whereof the Parties aforesaid to these Presents interchangeably have set, &c.

An Agreement to repair and fit up a House in the Manner particularly described therein, and to grant a Lease thereof, with Clauses for Re-entry, Schedule of Goods, &c. and an Agreement for the Landlord to mend a Coach-way.

Articles, &c. Between J. P. of, &c. and W. E. of, &c.

FIRST of all, the said J. P. in Consideration that the said W. E. is to accept of a Lease from him the said J. P. of a Messuage, &c. now fitting up and finishing for a Term of, &c. at such yearly Rent, and payable as herein after is mentioned, subject also to such usual Covenants on the Lessee's Part as herein after is mentioned, doth hereby for himself, &c. covenant, &c. to and with the said W. E. his, &c. in Manner, &c. That he the said J. P. shall and will within, &c. at his own proper Costs and Charges, fit up and finish the said Messuage, &c. in a Workman-like Manner, and make the same fit and proper for a Tenant to come into and inhabit, and particularly to make and do, or cause to be made and done the several Things herein after mentioned, that is to say, &c. (mentioning the Things to be done.) Also the said J. P. shall, &c. (grant a Lease for Years, a Pepper-Corn Rent the first Year, and 100 l. per Ann. for the Rest, in the usual Form.) **In which** intended Lease shall be contained a Clause of Re-entry in Case of Non-payment of the yearly Rent by the Space of 21 Days next after every Quarter or Feast-Day whereon the same ought to be paid, as also a Power for the said W. E. to pay the Ground-Rent, payable to the original Landlord in Respect of the said Premises, and to deduct the same out of his Rent; in which said Lease is also to be contained a Schedule of the several Things before mentioned, and such other Things as shall be fixed and put in the said Messuage, &c. by the said J. P. and not herein before mentioned, to be left at the End of the said Term, as in the like Cases are usual, together also with such usual Covenants on the Lessee's Part as in the like Cases are accustomed, save only in the Covenant for upholding and supporting the Premises, the Party and Foundation Walls belonging to the Premises shall be excepted. Also the said J. P. shall and will on, &c. pave and make the Way good, or cause, &c. from, &c. to, &c. so as the Coach of the said W. E. may conveniently pass and repass, Also, &c. (Covenant to accept such Lease, and execute a Counterpart, as in the Forms before.) **In Witness**, &c.

Agreement of a Steward or Rent-Gatherer in Behalf of the Landlord, to grant a Lease of a House, repair, pave before the Door, and pay for Water, and all Taxes; and as to vacating the Lease on Warning, and concerning Goods and Furniture to remain in the House.

Articles, &c. Between A. C. of, &c. on the Part and Behalf of H. M. of the one Part, and C. E. of, &c. of the other Part,

Whereas, It is agreed by and between the said Parties, that the said A. B. for and on the Behalf of the said H. M. shall within, &c. grant, seal and execute a Lease to the said C. E. of All that, &c. for the Term of, &c. to commence, &c. at the yearly Rent of —, to be paid by the said C. E. by even and equal Quarterly Payments, and at the same Time the said C. E. shall execute a Counterpart of the same Lease. **Item**, the said H. M. or the said A. C. on his Behalf, is to put the said Premises into good sufficient and tenantable Repair, and is to keep the same in good Repair, during the said Term, at the Charge and Expence of the said H. M. and is also to keep the Pavement before the House, and all other Things belonging to the said House, in good and sufficient Repair during the said Term; and is also to pay and discharge the Rent for the Water laid or to be laid into the said House, and all Parochial and other Taxes, Charges and Assessments whatsoever, laid or charged, or to be laid or charged upon the said House. **Item**, It is also agreed that a Clause, Proviso or Agreement shall be inserted in the said Lease, to enable the said C. D. to vacate the said Lease at the End of half the said Term, upon giving six Months Notice in Writing under his Hand, to the said H. M. or the said A. C. before the End of half the said Term, of such his Intention to vacate the same. **Item**, It is also agreed, that in Case the said A. C. on the Behalf of the said H. M. shall leave any of the Goods or Furniture in the said House, for the Use of the said C. E. that a Schedule shall be made thereof, and annexed to the said Lease, and a Covenant shall be inserted

in the House
with the Ten-
nant.

serted in the said Lease, that the said *C. E.* shall repair and make good such Goods and Furniture, and shall leave or deliver them to the said *H. M.* or *A. C.* in as good Plight and Condition at the End of the Term, as they were in when left in the said House; and that if the said *H. M.* or *A. C.* on his Behalf, shall think fit to take the said Goods and Furniture, or any Part of them, out of the said House, at any Time or Times before the End of the said Term, that then, upon Demand to be made by them, or either of them, of the same Goods and Furniture, or any Part or Parts of them, that the said *C. E.* shall deliver all such Goods or Furniture unto the said *H. M.* or *A. C.* in the same or as good Plight or Condition as they were in when left in the said House, reasonable Wearing only excepted.

Articles to make a Lease of another House adjoining, &c. wherein a third Person on Behalf of Lessor covenants, &c. in Consideration of Money to be laid out in Repairs, &c.

Articles, &c. Between T. W. of London, Merchant, (for and on the Part and Behalf of E. M. of, &c.) of the one Part, and W. F. of, &c. Merchant, of the other Part.

*E. M. seised
in Fee of two
Houses ad-
joining.*

*W. F. has
Occasion to
add them to
that wherein
he lives.*

*Agreement to
take a Lease.*

*Covenant
from T. W.
to execute a
Lease to W. F.*

*Lessee's cove-
nant to lay out
210*l.* in Re-
pairs,*

Whereas the said *E. M.* is seised in Fee of and in divers Messuages, with their Appurtenances adjoining together, situate in *H. Street* aforesaid, one of which is the now Dwelling House of the said *W. F.* and the other of them was late in the Occupation of *J. H.* deceased, and held by him by Lease, made from the said *E. M.* whereof Part of the Term of Years thereby granted is now to come therein: **And whereas** the said *W. F.* having Occasion to add the said other Messuages to his now Dwelling House, and in Consideration of the Sum of 210*l.* to be now paid to him by the said *T. W.* (on Behalf of the said *E. M.*) to be paid out by the said *W. F.* in new Mending, Ripping, Tyling, Plastering, Painting and Glazing of both the said Messuages, also for Cleaning, emptying the Vaults, Pavements, and the Streets, maintaining a Light out of a Compting-House into Mr. *W.*'s Yard adjoining thereto, and making such other Amendments, Alterations, Conveniencies and necessary Repairs, in and to both the said Messuages and Premises as he the said *W. F.* in his Discretion shall think fit; he the said *W. F.* hath agreed to take a Lease of both the said Messuages and Premises for the Term of 21 Years, to commence from *Christmas Day* now next ensuing, determinable at the End of the first 14 Years, the same to be at the Option of *W. F.* his Executors and Administrators, at and under the yearly Rent of — payable Quarterly; the first, &c. in which said Lease shall be contained such usual Covenants as are in *London Leases*, both on the Lessor's and Lessee's Part, (to wit,) that the Lessee shall pay the said yearly Rent, to repair and to yield up the said Premises (Fire excepted,) and for Lessor to enter and view, and give Order for Repair of Premises, with a Covenant from Lessor for Lessee's quiet Enjoyment of Premises under the said Rent and Covenants, together with the usual Power for Lessee to re-enter, in case of Lessee's Non-Payment of the said Rent, by the Space of 21 Days next after every Quarter-Day; and to the End such Lease may be granted, he the said *W. F.* hath agreed with Mr. *L. G.* (the Executor of the said *J. H.*) for his assigning or surrendering up such Term or Interest in the said Lease granted to the said *J. H.* as aforesaid, as he the said *L. G.* hath therein, unto the said *E. M.* her Heirs or Assigns: **And whereas** the said *T. W.* immediately before the executing of these Presents, hath paid to the said *W. F.* the said Sum of 210*l.* so to be laid out in Manner as aforesaid, the Receipt of which said Sum of 210*l.* is by him the said *W. F.* hereby acknowledged; **Now** the said *T. W.* (for and on the Behalf of the said *E. M.* and by Virtue of a Power by her to him in that Behalf given) for himself, his Executors and Administrators, **Doth** hereby covenant and agree to and with the said *W. F.* his Executors and Assigns, that the said *E. M.* her Heirs or Assigns, shall and will on or before the — Day of — now next ensuing, duly execute and deliver a good and sufficient Demise or Lease of the said two Messuages, with their Appurtenances unto the said *W. F.* his Executors, Administrators and Assigns, for the said Term of 21 Years, to commence and determine in Manner as aforesaid, **All** the said yearly Rent of — and with and under such Exception, Covenants and Power of Re-entry, as are herein before mentioned and expressed: **And** the said *W. F.* **Doth** hereby for himself, his Executors and Administrators, covenant and agree to and with the said *T. W.* and his Assigns, in Manner as follows, *viz.* that he the said *W. F.* on or before the said — Day of — shall and will lay out or cause to be laid out the said Sum of 210*l.* or so much thereof as shall be sufficient in the making of such good and substantial Repairs, Alterations

* A Receipt to be indorsed for the 210*l.*

rations and Amendments, in and to the said two Messuages and Premisses, in Manner as aforesaid; **And** also shall and will (when required) produce and shew unto the said *E. M.* her Heirs and produce or Assigns, all and every the several Workmens Bills, with their respective Receipts for the Workmen's making of such Reparations, Alterations and Amendments in and to the Premisses; and in Bills. case the said Sum of 210*l.* shall not be so laid out, and there shall be a Surplus thereof, then and in such Case, he the said *W. F.* his Executors or Administrators, shall then pay all such Surplus Money to the said *E. M.* her Heirs or Assigns; **And further,** That he the said *W. F.* Tenant to accept a Lease, shall and will accept of such Lease so to be made to him, as aforesaid, and at the same Time and seal, &c. shall and will seal, execute and deliver a Counterpart of such Lease unto the said *E. M.* her Counterpart. Heirs or Assigns: **And** it is hereby mutually agreed between the said Parties, that in case the said Sum of 210*l.* shall not be sufficient to make such necessary Repairs, as aforesaid, and If the 210*l.* be not sufficient, more to that the said *W. F.* shall actually disburse, and by proper Vouchers make it appear, that he hath laid out of his own Monies above the said 210*l.* in so doing, then and in such Case the same shall be allowed to him out of the first Rent to be by him paid as aforesaid. (A Penalty of Rent. may be added as usual.) **In Witness, &c.**

An Agreement to let Houses, &c. and for the Sale of the Materials of the Houses to be pulled down, and to execute a Lease of the Premisses.

Articles of Agreement indented, &c. Between *J. S.* of, &c. of the one Part, and *T. D.* of, &c. of the other Part, as followeth, (that is to say,)

The said *J. S.* doth hereby let unto the said *T. D.* his Executors, Administrators and Assigns, and the said *T. D.* doth hereby take of the said *J. S.* all, &c. for the Term of — Years, from, &c. next ensuing the Date hereof, at the yearly Rent of — payable quarterly; **And** the said *J. S.* for and in Consideration of the Sum of — to be paid him by the said *T. D.* as here under is mentioned, **Doth** hereby grant and sell unto the said *T. D.* all the Bricks, Timber, Lead, Glas-Windows, Wainscot, and other Materials of the Houses and Buildings, now built and standing on the said demised Premisses, and of Right belonging to the said *T. S.* and doth give him full Liberty to take down, carry away and dispose thereof, to and for his own proper Use and Benefit; **And** the said *J. S.* doth hereby for himself, his Heirs, Executors and Assigns, covenant, promise and agree, to and with the said *T. D.* his Executors, Administrators and Assigns, that he the said *J. S.* his Heirs or Assigns, on or before the, &c. will grant and execute unto the said *T. D.* his Executors, Administrators or Assigns, at, &c. a good and sufficient Lease of the said Wharf and Premisses, with the Appurtenances for the aforesaid Term of — Years, at the yearly Rent of — payable as aforesaid; **In** which said Lease shall be inserted and contained all Covenants, Clauses and Provisoos, usually contained in Leases of Wharfs in London, and a Covenant on the Part of the said *T. D.* to pay unto the said *J. S.* his Heirs or Assigns, the Sum of — before he begins to take or pull down any Part of the said Houses or Buildings, now standing on the said Premisses; and likewise another Covenant from the said *J. S.* his Heirs and Assigns, to repay the said Sum of — to the said *T. D.* his Executors or Assigns, immediately after he or they shall lay out and disburse the said Sum of — in building and fitting up a new House on the said Premisses, or some Part thereof; **Which Lease** so to be granted as aforesaid, the said *T. D.* for himself, his Executors and Assigns, doth covenant and agree with the said *J. S.* his Heirs and Assigns, to accept of, and at the same Time and Place to seal and execute a Counterpart thereof to the said *J. S.* his Heirs and Assigns. **In Witness, &c.**

Agreement for letting several old Houses which are to be pulled down and new ones built, and that as soon as they are built, these Articles to be delivered up, and that in lieu thereof the Landlord shall grant new Leases of the same Houses.

Articles, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, as follows, viz.

FIRST of all, the said *A. B.* in Consideration that the said *C. D.* his Executors, &c. Consideration: at his or their own proper Costs and Charges, is and are to pull down the Buildings herein after mentioned, and lay out the Sum of — in the new Erecting, Building and compleatly finishing, upon the Piece or Parcel of Ground herein after mentioned, good new Substantial Brick Messuages or Tenements, as also for and in Consideration of the Rents, Covenants and Agreements herein after in and by these Presents reserved, mentioned

Lease.
Covenants to
pull down old
Houses and
build new
ones.

What the Te-
nant shall lay
out in Build-
ing.
Party-Walls
to be made.

Disputes to be
referred to the
Lessor.

After the
Houses are
rebuilt, an
Account to be
given of the
Expences.
Tenant to
keep them in
Repair, &c.

Agreement
that as soon as
the Houses are
built the Te-
nant shall de-
liver up these
Articles, and
the Landlord
shall grant
new Leases.

tioned and contained on the Part and Behalf of the said C.D. his Executors, &c. to be paid, &c. **Hath** demised, leased, and to Farm letten, and by, &c. **Doth** &c. **All** that, &c. (*Habendum, Reddendum, and Covenants as in Leases;*) and that he the said C.D. his, &c. shall and will within the Space of, &c. at his and their own proper Costs and Charges, pull down and demolish all and every the said Messuages or Tenements, now standing or being in or upon the said Piece or Parcel of Ground hereby demised, and shall and will in the Room and Place thereof, at his and their like proper Costs and Charges, erect, build and finish, new, good and substantial Brick Messuages or Tenements, in a good, strong, substantial and Workman-like Manner, with good, sound and substantial Materials, and with sound and good Timber, and the Front of the said new Messuages, and all and every the Walls and Backs of all the Chimneys of the said several new Messuages, &c. shall be of good well burnt Bricks, and shall make, place, and put Sash-Windows and no other, in all and every the Rooms which shall be one Story above the Ground Floor of the said several new Messuages, &c. **And that** he the said C.D. his, &c. shall and will lay out and expend the Sum of, &c. in Erecting and Building the said, &c. as aforesaid: **And further**, that he the said C.D. his, &c. shall and will, in Building upon the Premises hereby demised, at his and their own proper Costs and Charges, build the Party-Walls of all Sides of the said new erected Messuages (if necessary) and after the same are so erected and built, he the said C.D. his, &c. shall and will permit and suffer any of the Tenants of the said A.B. his, &c. to make Use of such Party-Walls, without rendring or paying any Thing or Consideration for the same; **And also** that in Case any Dispute or Disputes shall arise or happen between the said C.D. his, &c. and any other Tenant or Tenants of the said A.B. his, &c. of or concerning any Messuage or Messuages, Ground or Buildings near or next adjoining to the Premises hereby demised, or any Part thereof, touching such or any other Party-Wall or Walls, Lights, Annoyances, or any other Matter, Cause or Thing whatsoever, of, touching or concerning the Premises hereby demised, and such near or next adjoining Messuage, &c. that such Dispute or Difference shall be referred to the Arbitration and Determination of the said A.B. his, &c. **And** that he the said C.D. his, &c. shall stand to, perform and abide the Award or Order of the said A.B. his, &c. in that Behalf, by him or them to be had and made in Writing under his or their Hand or Hands or otherwise, in case the said C.D. his, &c. shall not stand to, perform and abide such Award or Order as aforesaid, that then the said C.D. his, &c. shall forfeit and pay unto the said A.B. his, &c. the Sum of, &c. **And also** that he the said C.D. his, &c. within one Month after the Building and Finishing of the said new Messuages or Tenements shall and will give and render to the said A.B. his, &c. a just and true Account thereof, and of all Disbursements and Monies laid out and expended in and about the same, to the End that it may appear that such Sum of — hath been so laid out and expended: **And further** that he the said C.D. his, &c. shall and will from Time, &c. from and after the said new Messuages, &c. which shall be erected, built and finished as aforesaid, when and as often as need shall be and require, at his and their own proper Costs and Charges, well and sufficiently repair, &c. (*See Tit. Leases. At the End of the Term to leave Wainscot, &c. fastened to the Premises. The Landlord to enter and view the Repairs. Covenant for peaceable Enjoyment, &c. as in Leases.*) **And lastly**, It is hereby agreed by and between the said Parties to, &c. and the said C.D. for himself, his, &c. doth hereby covenant, &c. to and with the said A.B. his, &c. that he the said C.D. his, &c. when and as soon as he or they shall have pulled down the said Premises and rebuilt the said Messuages, according to the true Intent and Meaning of these Presents, shall and will surrender and yield up these Presents, and in Lieu thereof accept of three Leases for the then Remainder of the said Term of, &c. of the said new erected Premises; the said new erected Premises being equally divided into Thirds, and there being reserved on each Lease the yearly Rent of, &c. and subject to the Covenants and Agreements contained in these Presents (except those for rebuilding and laying out —) he the said A.B. does hereby agree upon Demand of the said C.D. his, &c. to grant the said three Leases as aforesaid, which said Leases are to be made and prepared by the Agent or Attorney of the said A.B. at the sole Costs and Charges of the said C.D. his, &c. or some of them. **In Witness, &c.**

A Memorandum for a Building Lease.

Memorandum, It is hereby mutually covenanted and agreed by and between E.P. of, &c. and W.N. of, &c. Carpenter, as follows, *viz.*

In Witness, (In Consideration that the said W.N. hath agreed to build two or more new Brick Messuages or Tenements on the Piece of Ground herein after mentioned, and in such Manner as after expressed) she the said E.P. as well for herself as also for and on the Behalf

Behalf of her Son *T. P.* Esq; and for their respective Heirs and Assigns, **Doth** hereby covenant with the said *W. N.* his Executors, Administrators and Assigns, as follows, (*viz.*) That it shall and may be lawful to and for the said *W. N.* his Executors and Assigns, at his or their Charge forthwith wholly to pull and take down the two old Houses, and all Buildings now standing upon the said Piece of Ground, and all the Timber, Bricks and other Materials thereof to carry away, convert, sell or dispose thereof, to and for his and their own Use and Benefit, in such Manner as he or they shall think fit, without being liable to render or give any Account for the same unto the said *E. P.* and *T. P.* or either of them; **And** that they the said *E. P.* and *T. P.* their Heirs or Assigns, shall and will at the Request and Charge of the said *W. N.* his Executors or Assigns, make and duly execute and deliver unto him and them, one or more good and sufficient Lease or Leases, whereby the said *E. P.* and *T. P.* their Heirs or Assigns shall demise and let unto the said *W. N.* the said Piece or Parcel of Ground situate, &c. containing the Dimensions following, *viz.* On the East-side thereof 48 Feet, on the South-side thereof 50 Feet, on the West-side thereof 38 Feet and six Inches, and in Part on the North-side thereof 46 Feet and six Inches, and on the other North Part thereof 17 Feet and 11 Inches, be the same several Dimensions respectively more or less, which said Piece of Ground, together with the Abutments thereof, are more particularly delineated and described in a Plan or Ground-Plot thereof hereunto annexed; **To hold** unto the said *W. N.* his Executors, Administrators and Assigns, from *Lady-day* now next ensuing the Date hereof, for and during, and unto the full End and Term of 61 Years from thence next ensuing; **Yielding and paying** therefore unto the said *E. P.* and *T. P.* their Heirs and Assigns, for the first Year of the said Term, the Rent of one Pepper-Corn only, and for the last 60 Years of the said Term the yearly Rent or Sum of 15*l.* the same yearly Rent to be paid Quarterly on the four Feasts or Quarter-Days following, *viz.* &c. by four equal Proportions; the first of which Quarterly Payments to begin, &c. **In** which said Lease or Leases shall be contained such Covenants as are usually inserted in *London* Building Leases, as well on the Part of the Lessors as of Lessees, and also the usual Proviso or Condition for Lessors to re-enter on the said leased Premises in case of Non-payment of the said yearly Rent of 15*l.* within 21 Days next after each Quarter's Rent due for the same. **Item,** The said *W. N.* (in Consideration of the Premises) **Doth** hereby for himself, his Executors, Administrators and Assigns, covenant and agree with the said *E. P.* her Heirs and Assigns, in Manner as follows, *viz.* That he the said *W. N.* his, &c. shall and will, at his and their own proper Costs and Charges, forthwith pull and take down the said two old Messuages or Tenements now standing on Part of the said Ground, and clear away all the old Materials thereof; and also, That he the said *W. N.* his, &c. or some or one of them shall and will, at his and their like proper Costs and Charges, on or before the, &c. erect, build, set up, tile, and in all Respects completely finish in a good Workman-like Manner, upon the said Piece of Ground so to be demised as aforesaid, or upon some Part thereof, two or more good and substantial new Brick Messuages, Tenements or Dwelling Houses, with Cellars and Vaults of such proper Dimensions, and with such Party-Walls, Conveniences and other Necessaries to the same as shall be requisite and fitting, according to the Manner of building new Houses, as now used in *London*; **And** that the said two new Houses shall be built in Front next the said Court, to range with the said two new Messuages there now built by the said —, and that as to the uppermost of the said two Houses, so to be built, the same shall not exceed, extend or be above two Feet forward in Building than the said House there adjoining on the West, and lately purchased by *W. W.* **And** also that he the said *W. N.* his Executors, Administrators or Assigns, on the making to him or them of such Lease as aforesaid, shall at his or their Charge then duly execute and deliver a Counterpart of such Lease to the Lessor thereof. **And lastly,** That such Lease shall be made by such Person or Persons as such Lessor shall direct or appoint to make the same. **In Witness, &c.**

Agreement between a Company in London and a Bricklayer, for executing a Building Lease.

At a General Court of the Worshipful Company of *M. London*, held at their Hall on — the — Day of — Anno Domini —.

It is agreed and granted, That *J. L.* of, &c. Citizen, Tiler and Bricklayer of *London*, shall have a Lease of the Ground and old Houses standing thereon, situate, &c. (late in Lease to *S. T.* Esq;) **To hold** for Fifty-one Years from *Midsummer* 17. **Yielding and paying** therefore to the said Company, by Quarterly Payments, the Rent or Sum of 32*l.* per Ann. during the said Term, free and clear of all Manner of Taxes, assessed or to be assessed by Authority of Parliament or by any other Power or Authority whatsoever, which said

said Taxes are to be paid and discharged by the Tenant during the said Term: **And** the said *J. L.* in Consideration thereof, doth hereby covenant for himself, his Executors, Administrators and Assigns, to and with the said Company and their Successors, that he the said *J. L.*, his Executors, Administrators or Assigns, or some of them, shall and will within two Years from the Date hereof, lay out and expend the Sum of 700*l.* of lawful *British* Money, in rebuilding the said Houses, and also shall and will employ the old Materials in and about rebuilding the same; and will schedule all the Things fixed or fastened to the Premises when the Building is finished, and the Lease is to contain these and such other Covenants as are contained in the last Lease made of the Premises, and will execute a Counterpart thereof upon Demand, and pay the accustomed Fees for the same: **And** *W. R.* of, *Esq.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said Company and their Successors, that the said *J. L.* or the said *W. R.* or one of them, or their or some or one of their Executors or Administrators, shall and will expend and lay out the said 700*l.* of lawful *British* Money, in rebuilding the said Houses within two Years from the Date hereof, and when the Building is finished, will schedule all the Things to the said Lease which is to contain these and such other Covenants as were contained in the last Lease made of the Premises; and further, the said *J. L.* or *W. R.* their Executors, Administrators or Assigns, or some or one of them, shall and will, during the said Term, pay the said Rent of 32*l.* *per Ann.* as the same shall become due, in Manner aforesaid, and observe, perform and keep all other the Covenants in the said Lease to be made to the said *J. L.* **In witness** whereof the said *J. L.* and * *W. R.* bind themselves, their Heirs, Executors and Administrators, unto the said Wardens and Commonalty and their Successors, in the Penal Sum of 500*l.* the Day and Year abovesaid.

* See Tit. **Bonds** for *W. R.*'s Bond of Indemnity.

An Agreement for the Lessor to make a Lease of several Closes of Meadow for the Remainder of his Term of Years unexpired, except one Month; the Lessee to pay the Lessor on being put in Possession for the Lessor's Improvements; to pay Rent, to dung the Ground, Repair, but not to dig for Gravel, &c. and that if the Lessor takes a new Lease, he shall likewise make a new Lease to his Lessee, and to make a Lease of other Leasehold Premises, of which the Tenant is ejected; He bind. from the Time of his being restored, he having for Non-payment of Rent filed a Bill in Chancery for Relief; the Tenant's Lessee to pay off the Arrears to the Original Landlord; Liberty to dig for Gravel, &c.

Articles, &c. Between *B. K.* of, *Esq.* and *M. L.* of, *Esq.*

Original
Lease.

Improve-
ments.

Agreement to
make an Un-
der Lease.

Covenant to
pay for Im-
provements.

Rent.

Dung.

Repairs.

Taxes.

Not to dig for
Gravel, &c.
or to plough,
&c. the Pre-
mises.

Agreement as
to a new
Lease.

Whereas the said *B. K.* is possessed by Virtue of a Lease from *R. J.* of, *Esq.* for several Years yet to come, of and in all that Field or Meadow, &c. two other Fields, &c. (giving a Description. See Tit. **Parcels**.) **And** whereas the said *B. K.* hath improved the said Lands by laying Dung thereon and otherwise: **Now it is agreed** by and between the said Parties to these Presents, and the said *B. K.* doth hereby agree to demise unto the said *M. L.* the said Fields, &c. for and during all the Time and Term of Years, which the said *B. K.* hath therein yet to come, except one Month, to commence at, &c. **In Consideration** whereof, the said *M. L.* doth covenant and agree to pay down to the said *B. K.* upon the Sealing and Executing the said Lease by the said *B. K.* or upon his being put in Possession of the same, the Sum of — *l.* of, &c. in Recompence and towards Satisfaction of such Improvements as the said *B. K.* hath made on the Premises: (*M. L. covenants to pay Rent*): **And** the said *M. L.* doth agree to lay or cause to be laid yearly in each of the three last Years of the said Term, hereby agreed to be let, — Loads of Dung upon each — Acres of the Premises hereby agreed to be demised; **And** to keep the Fences, Gates, Rails, Posts and Stiles in good Repair during the said Term; **And** so to yield up and leave the same at the End and Determination of the said Term; **And** to pay all Taxes, Duties and Impositions laid or to be laid on the Premises during the said Term: **And** the said *M. L.* doth also agree not to dig for Gravel or Brick Earth, or to plough or convert into Tillage any of the said Premises so to be demised; and if he shall so do, to forfeit — *l.* *per Acre* for every Acre yearly, which he shall dig or convert into Tillage as aforesaid: **And** the said *B. K.* doth hereby agree, that in case he shall at any Time hereafter take any new Lease of the said Premises from the said, &c. that then he the said *B. K.* shall and will make a new Lease thereof to the said *M. L.* at and under the same yearly Rent which the said *B. K.* now pays to the said *R. J.* for the same, and for and during the Term of such new Lease, except a Month or thereabouts, without any Fine or Income to be

be paid by the said *M. L.* for such Lease; and the said *M. L.* is to hold the same under the same Covenants as the said *B. K.* shall be obliged to hold the same by and from the said *R. F.* his, &c. **And whereas** the said *B. K.* in Right of *F.* his Wife, who was the Relict and Executrix of *C. B.* by Virtue of a Lease from *M. W.* and *R. W.* unto the said *C. B.* is possessed of or interested in *All* those Closes, &c. late in the Tenure or Occupation of the said *B. K.* **And whereas** the said *B. K.* or those under whom he claims, have built and erected upon Part of the said Premises, a Messuage, Tenement or Inn, now called, &c. **And whereas** the said *M. W.* and *R. W.* have lately entered upon and taken Possession of the said Premises by Virtue of a Judgment in Ejectment for Non-payment of the Rent reserved on the said Lease, and the said *B. K.* hath exhibited his Bill in Chancery to be relieved against the same: **Now it is agreed** between the said *B. K.* and *M. L.* (to demise the said last mentioned Premises); **To have and to hold** the same from the Time that the said *B. K.* shall be restored to the Possession thereof by the said Court of Chancery, for and during all such Time Term as shall be then to come in the said Lease, except one Quarter of a Year, and under the yearly Rent hereafter mentioned, and under the same Covenants as are contained in the said Lease or on the Lessee's Part to be done and performed, and the Agreements in these Presents contained: **And** the said *B. K.* doth agree to put the said Messuage or Tenement and Out-houses thereunto belonging, in good and tenantable Repairs: **And** the said *M. L.* doth covenant and agree to pay, or cause to be paid, unto the said *B. K.* his, &c. for the said Messuage Rent or Inn the yearly Rent or Sum of, &c. by quarterly Payments, at, &c. and also to pay for the said Fields or Closes of Pasture Ground, the yearly Rent of — *l.* per Acre per Annum for every Acre thereof, by quarterly Payments, as aforesaid. **And** the said *M. L.* doth covenant and agree to keep and leave the said Messuage or Inn, and Out-houses, Sheep-pens, Gates, Stiles, Rails and Fences, in good and sufficient Repair. **And** it is further agreed by and between the said Parties to these Presents, that the said *B. K.* shall have Liberty to dig Gravel in the Field commonly called, &c. Parcel of the Premises hereby demised, or intended to be demised, at all Times during the said Term, and Liberty to fetch and carry away the same: **And** the said *B. K.* is to fill up the Pits again from Time to Time with good Earth or Soil, at his own Charge, and to pay or allow out of the Rent of the said Closes — *l.* yearly for every Acre that he shall so dig, or cause to be dug, for Gravel; so proportionably for a greater or lesser Quantity than an Acre, until the same shall be filled up again. **And** it is further agreed, that the said *M. L.* shall have ready and pay down — *l.* for and upon the Account and Behalf of the said *B. K.* at such Time and Place as the Court of Chancery shall appoint and direct the said *B. K.* to pay such Sum of Money as shall be due and in Arrear to the said *R. W.* and *M. W.* or either of them, for Rent of the Premises above mentioned, with other Lands demised by them by the Lease before mentioned. **And** the said *B. K.* is to give to the said *M. L.* such Security for the Re-payment thereof and Interest, as both Parties shall agree upon and think sufficient. **In Witness, &c.**

Recital of Right to other Leasehold Premises;

which is built upon;

but the Tenant is ejected for Non-payment of Rent.

Agreement to demise the Premises as soon as restored.

To be put in Repairs.

Premises to be left in Repair.

Liberty to dig Gravel.

Pits to be filled up.

The Under-Lessee to pay the Original Landlord his Money.

Security to be given him for such Money.

An Agreement for making an Assurance of Land in Fee under a yearly Rent, for the Grantee to build a House thereupon, with special Limitations how it shall be built, as to Height, Front, Pavement, &c.

Articles, &c. Between *H. E.* of, &c. of the one Part, and *A. S.* of, &c. of the other Part, as follows.

FIRST, That the said *H. E.* and his Trustees shall and will, at the Request, Costs and Charges of the said *A. S.* by good Assurance in the Law, convey and assure to him grant the said *A. S.* **All** that Piece or Parcel of Ground, &c. in the Parish of, &c. in the County, &c. containing in Front — Feet, and in Depth backwards — Feet, lying between the other Ground of the said *H. E.* on the South, and other Ground of the said *H. E.* on the North; one Head or End thereof abutteth upon the intended Piazza there towards the East, and the other Head or End thereof abutteth upon the Yards or Gardens of, &c. towards the West, and all the Estate, &c. in or to the said, &c. or of, in or to any Part or Parcel thereof; except and always reserved to the said *H. E.* his Heirs and Assigns, free Liberty of Ingress, Egress and Regress into and from the Stables of the said *A. S.* belonging to his said House already built there, with his and their Servants, Horses, Coaches and other Carriages of all Kinds whatsoever, in, by and through a Way or Passage made, or intended to be made, at the lower End of the said Piece or Parcel of Ground, &c. of about — Feet wide; **To have and to hold** the said Piece or Parcel of Ground, except as before excepted, unto the said *A. S.* his Heirs and Assigns, to the only Use and Behoof of the said *A. S.* his Heirs and Assigns

Exception.

Habund in Fee.

Assigns

PART II.

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Assigns for ever; **yielding and paying** therefore to the said *H. E.* his Heirs and Assigns yearly and every Year for ever, the yearly Rent or Sum of, *£c.* always at the Feasts of, *£c.* by even, *£c.* the first Payment, *£c.* (*Insert here, that in such Assurance there shall be Clauses of Distress and Re-entry, and the Tenants Covenant to pay the Rent.*) **And** that he the said *H. E.* his Heirs and Assigns shall not be interrupted in coming to the said Stables, Yard and House of the said *H. E.* in, by and through the intended Way aforesaid, by him the said *A. S.* his Heirs or Assigns, or any claiming or deriving Title to the Premises, by, from or under him, them or any of them. **And** the said *A. S.* for himself, *£c.* doth covenant, *£c.* to and with the said *H. E.* his, *£c.* by these Presents, that he the said *A. S.* his, *£c.* shall and will at his and their own proper Costs and Charges, erect and build, or cause to be erected and builded, in and upon the same Piece or Parcel of Ground, before the, *£c.* which shall be in the Year of our Lord, *£c.* one sufficient House of Brick — Stories high, besides the Cellars and Garrets, fronting to the aforesaid, *£c.* that shall take up in a continued Building the whole Front of the said Ground, to range in a strait Line with the Houses of the said *H. E.* already built there on that Side of the said intended Piazza; and in building the said House shall and will observe and keep such Scantlings in his Timber, Thickness in his Walls, Height of his Stories, and Ornaments in his Front, as was observed and kept by the said *H. E.* in building of his House, situate in the East Side of the intended Piazza called, *£c.* with Liberties only to erect Balconies, and to place the Door of Entrance into the said House in the Middle of the Front, or at one End thereof; and that the Roof of the said House shall be so pitched as that it shall shed forwards the said intended Piazza, with Windows therein as in the Roof of the House of the said *H. E.* and that he the said *A. S.* his Heirs and Assigns, shall and will reimburse and pay to the said *H. E.* his Executors and Assigns, the whole Charge of so much of the Common Sewer or Drain of Bricks as lieth before the Front of the said Piece of Ground in the said intended Piazza, and shall and will bear and pay a just and due proportionable Part of the Charges of making and paving of the said intended Way, or Passage, to be made at the West End of the said Piece of Ground, from the Yard of the said *H. E.* to the Street there called, *£c.* according as 44 Feet shall bear in Proportion to 200 Feet, which is the whole Front of that Quarter; and also just and due proportionable Part (to be accounted as aforesaid) of the Charges of keeping and maintaining the said intended Way or Passage in due and good Repair, and also of the making and maintaining a small Sewer or Drain of Bricks to be laid in the said intended Way or Passage, for the carrying off the waste Water from the Houses built or to be built there, between the said Street called, *£c.* and the said House of the said *H. E.* **And** shall and will pave the intended, *£c.* — Feet in Breadth all along before the Front of the said Piece of Ground hereby agreed to be granted, — Feet whereof, adjoining to the said intended House, shall be with square Stone, and raised about — Inches above the other Paving; and shall and will pay for the Party-Walls and Gutters on the North and South Sides of the said Piece of Ground, and at the West End thereof, so soon as he or she shall begin to build the intended Front House aforesaid; and shall and will begin to erect and build the said House to front the intended Piazza, immediately from the Date of these Presents, or otherwise will forfeit the Sum of *£c.* *Nomine Penae.* **And** the said *H. E.* for himself, his, *£c.* doth covenant, *£c.* to and with the said *A. S.* his, *£c.* by these Presents, that he the said *H. E.* his, *£c.* his and their Trustees, shall and will, upon Request as aforesaid, and at the proper Costs and Charges in the Law of the said *A. S.* his, *£c.* convey and assure the said, *£c.* and Premises to him the said *A. S.* his, *£c.* in Manner aforesaid, with Warranty, and Covenants against him and them, his and their Trustees respectively, and all Persons lawfully claiming, or to claim, by, from or under him or them respectively; and with further Covenants from the said *H. E.* to pay and discharge to the King's Majesty, his Heirs and Successors, all such Rents, and Arrears of Rents, as are reserved out of the said Premises, with other the Lands of the said *H. E.* in, *£c.* aforesaid, and now are, or hereafter shall or may be due and payable for the same, so that the said Piece and Parcel of Ground, nor the House thereupon so to be builded, may not be any Ways charged with the same, or any Part thereof. **In Witness, &c.**

Concerning passing Crown Lands leased in Reversion, under the Great Seal, &c.

Articles, &c. Between A. B. of, &c. and C. D. of, &c.

Whereas it hath been pleased the King's most excellent Majesty, of his gracious Favour, to bestow upon the said *A. B.* a Lease in Reversion, without Fine, to his own Use, of so much of his Highness's Lands, Tenements, *£c.* answerable in the Court of Exchequer, as shall amount to the clear yearly Value of 80 *l.* or thereabouts, as by a Warrant in that Behalf made

made may appear, which said Warrant and Lease in Reversion, and all the Benefit that thereof shall or may arise, the said *A. B.* Doth by these Presents, for the Consideration hereafter expressed, bargain and sell unto the said *C. D.* his, &c. and which said Lease in Reversion the said *C. D.* for him, his, &c. doth covenant and grant, by these Presents, to fill and supply with Lands, Tenements and Hereditaments amounting to the Value aforesaid, with as much convenient Speed as he can or may. And the said *A. B.* doth by these Presents for himself, his, &c. covenant and grant to and with the said *C. D.* his, &c. in Form following, viz. That it may and shall be lawful to and for the said *C. D.* his, &c. for and under the Consideration hereafter mentioned, to have, take and enjoy to his and their own proper Use and Behoof, the said Warrant and Lease in Reversion, and all the Benefit, Profit and Commodity which shall arise, come, grow or be upon the same, or for, by Means or in Respect thereof, and that he the said *A. B.* his, &c. or some of them shall and will with all convenient Expedition, after the same Value is so filled up and ingrossed in Parchment, and ready to be signed, at his or their own Costs and Charges, procure his Majesty to sign the same, and the same Bill so signed shall deliver, or cause to be delivered unto the said *C. D.* his, &c. which said Bill, so signed and delivered to the said *C. D.* as aforesaid, he the said *C. D.* for him, his, &c. doth covenant and grant at his, her or their own proper Cost and Charges, with as much convenient Speed as he or they can or may, to pass from his Majesty under the Signet, Privy Seal and Great Seal. And further, the said *A. B.* doth by these Presents covenant and promise for him, his, &c. to and with the said *C. D.* his, &c. that if the said Lease in Reversion shall be granted from his Majesty in the Name or Names of them the said *A. B.* *E. F.* or any of them, or of any other Person or Persons by his Appointment, or to or for his Use, that then they the same Patentee or Patentees to whom the same Letters Patent shall be so granted, their, &c. shall and will, at the Costs and Charges in the Law of the said *C. D.* his, &c. within ten Days next after the said Lease in Reversion shall be passed under the Great Seal of *England* as aforesaid, convey or cause to be conveyed the said Lease in Reversion, and all and every the several Parcels of Lands, Tenements and Hereditaments thereby demised and granted, and all their Estate and Interest in and to the same, unto the said *C. D.* his, &c. or to such other Person or Persons as he the said *C. D.* his, &c. shall nominate and appoint in such Sort, Manner and Form, as in like Cases is used: **In Consideration** whereof the said *C. D.* doth covenant, promise and grant for himself, his, &c. by these Presents, to and with the said *A. B.* his, &c. and every of them, in Manner, &c. that if the same Premises shall be passed and granted from his Majesty under the Great Seal of *England* for the Term of 20 Years, that then he the said *C. D.* his, &c. shall and will pay or cause to be paid unto the said *A. B.* his, &c. so much lawful, &c. as the Premises which shall be passed and granted from his Majesty by Letters Patent as aforesaid shall amount unto, after the Rate of 11 Years Fine; and that if the same Premises shall be passed as aforesaid for the Term of 30 Years, that then the said *C. D.* his, &c. shall pay or cause to be paid unto the said *A. B.* his, &c. so much lawful, &c. as the same Premises shall amount unto after the Rate of 13 Years Fine; and that if, &c. (*reciting at Length every Rate and Fine accordingly, paying for every ten Years Increase two Years Fine,*) and that all such Sum and Sums of Money as shall arise or be payable after the Rate aforesaid, shall be paid at or in, &c. the one Moiety thereof within ten Days next after the Sealing of the said Letters Patent, and the other Moiety thereof within three Months then next following.

Another Agreement for passing a Lease of Lands granted by the Crown in Reversion.

FIRST, Whereas the said *E. F.* hath already delivered unto the said *C. D.* a Particular in Parchment under the Hand of *J. H.* Auditor of the County of *C.* of a Messuage or Tenement called *D.* in the same County, Parcel of the Manor of *S.* and Parcel of the Possessions of the Bishoprick of *Ely*, of the yearly Rent of 4 *l.* of lawful Money of *England*, the said *C. D.* for him, his Executors and Administrators, doth covenant and grant to and with the said *E. F.* his Executors and Assigns, by these Presents, that the same *C. D.* shall and will do his best Endeavour, with as much convenient Speed as he can or may, to procure and get the same Premises, with their Appurtenances, to be passed and granted at the Rent aforesaid, amongst other Things, in Reversion from his Majesty, by Letters Patent under the Great Seal of *England*, for such Term of Years as his Highness shall be pleased to grant: **In Consideration whereof** the said *E. F.* for himself, his, &c. doth covenant and grant to and with the said *C. D.* his, &c. by these Presents, in Manner and Form following, viz. That if the same Premises shall be granted from her Majesty by Letters Patent as aforesaid for the Term of 21 Years in Reversion, that then he the said *E. F.* his, &c. shall and will well and truly pay, &c. unto the said *C. D.* his, &c. so much lawful Money of *England* as the Premises aforesaid shall amount unto, after the Rate of 13 Years Fine; and if for 30 Years, then after the Rate of 15 Years Fine; and

if

if for 40 Years, then after the Rate of 17 Years Fine; and if for 50 Years, then, &c. (as before) and that all such Sum and Sums of Money as shall arise and grow due after the Rate aforesaid, shall be paid unto the said C. D. his, &c. at or in, &c. in Manner and Form following, that is to say, The one Moiety thereof within 10 Days after the Ensealing of the Letters Patent aforesaid, and the other Moiety thereof, together with the ordinary Costs and Charges for the passing of the Premises within 10 Weeks then next following; upon the Payment of which first Moiety the said C. D. doth covenant and grant for him, his, &c. by, &c. to and with the said E. F. his, &c. and every of them, that the Patentee or Patentees to whom the same Premises shall be so passed by Letters Patent as aforesaid, shall and will, at the Cost and Charges in the Law of the said E. F. his, &c. convey and assure all and singular the same Premises above mentioned, and every Parcel thereof, with the Appurtenances, unto the said E. F. his, &c. or to such other Person or Persons as he or they shall nominate or appoint, clearly discharged of all Incumbrances done by the Patentee, in such Manner and Form, and with and under such Covenants, Clauses and Agreements, as in like Cases is used; the said E. F. his, &c. then making and giving unto the said C. D. his, &c. such good and sufficient Security for the Payment of the Moiety of the Sum and Sums of Money, Costs and Charges aforesaid, as the said C. D. his, &c. shall then like of and accept. **In Witness, &c.**

To make an Assignment of a Lease.

Articles, &c. —

Whereas J. B. hath by his Deed indented, dated, &c. demised, granted, and to Farm letten unto the said A. A. All that Messuage, &c. **To have and to hold** to him the said A. B. his, &c. (reciting the Lease) as by the said Deed indented more fully appears: **Now** the said A. B. for and in Consideration, &c. doth hereby for himself, &c. that he the said A. B. before the — Day of — shall and will, at the Cost and Charges of him the said C. D. his, &c. by Deed indented assure, assign and grant over to the said C. D. his, &c. the said Messuage, &c. and all his Estate, Right, Title and Demand therein; **To have and to hold** to the said C. D. his, &c. during the Residue of the said Term of Years then to come, of, in and to the same, by Virtue of the said Deed indented under the Rents, Covenants and Agreements therein specified. **In Witness, &c.**

An Agreement for assigning the Remainder of a Term of Years to attend the Fee.

Articles, &c. Between J. A. of, &c. of the one Part, and S. F. of, &c. of the other Part.

Lease.

Premises by
mesne Assign-
ments vested
in J. A.

Agreement.

In witness, **Whereas** by Indenture bearing Date, &c. made or mentioned to be made between T. S. of, &c. of the one Part, and J. C. of, &c. of the other Part, **The** said T. C. for the Considerations therein mentioned, **Did** demise and grant unto the said J. C. all that Messuage, &c. unto the said J. C. his, &c. **From, &c. Unto** the full End and Term of 21 Years from thence next ensuing, **At** and under the yearly Rent of, &c. payable, &c. as in and by the said Indenture of Lease, Relation, &c. **And whereas** the Estate and Interest of the said J. C. in and to the said Premises for the Remainder of the said Term of 21 Years, is by mean Assignments come unto and legally vested in the said J. A. **And whereas** the said T. S. has since conveyed the Inheritance of the said Premises unto the said S. F. and his Heirs: **Now it is hereby agreed** by and between the said Parties to these Presents, and the said J. A. for himself, his, &c. doth covenant, &c. to and with the said S. F. his, &c. by these Presents, that he the said J. A. and all other Person and Persons having or claiming any Estate, Title or Interest in the said Premises, by, from or under him, or the said J. C. shall and will on or before, &c. next, for the Considerations hereafter mentioned, grant, bargain, sell, assign and set over unto the said S. F. his, &c. or to such other Person or Persons as he shall appoint, the said recited Indenture of Lease, and all his and their Estate, Title, Interest and Term of Years yet to come and unexpired, Claim and Demand whatsoever in and to the said Messuage, or Tenements and Premises, with the Appurtenances, by Virtue of the said recited Indenture of Lease, or otherwise howsoever, by such Conveyance as Counsel shall advise: **In Consideration** of such Assignment the said S. F. doth hereby covenant, promise and agree to pay, or cause to be paid unto the said J. A. his, &c. the Sum of, &c. on the said Day of, &c. next, deducting thereout all such Sum and Sums of Money as are due and in Ar- rear

rear unto the said S. F. of the said yearly Rent of, &c. payable by the said recited Indenture of Lease until, &c. next, which the said J. A. doth hereby promise and agree shall be thereout deducted accordingly. **In Witness, &c.**

An Agreement to assign a Lease as a Collateral Security for a Debt.

Whereas, &c. (Recital of being seised of Premises for — Years) **And whereas** I have this Day borrowed of T. P. of, &c. the Sum of, &c. for which I have entered into a Bond in the Penalty of, &c. conditioned for the Payment of, &c. on, &c. and have left in his Custody the Title Deeds belonging to the said Messuage, &c. as a Collateral Security for the Payment of the said — l. and Interest: **Now** I do hereby promise and agree to and with the said T. P. his, &c. that I the said F. B. my, &c. shall and will upon Request, at my Costs and Charges, execute unto the said T. P. his, &c. a good and sufficient Assignment in the Law of the said Messuage, &c. for the Remainder of the said Term then to come and unexpired, for the better securing the Payment of the said — l. and Interest. **Witness** my Hand this — Day of, &c.

Articles to assign and make a good Title to a Leasehold Messuage (given by Will to Trustees upon several Trusts) upon several Contingencies, &c. and for the Sale of Household Goods.

Articles of Agreement indented, &c. **Between** A. and B. of, &c. (two of the three acting Trustees and Executors named and appointed in and by the last Will and Testament of T. A. late of, &c. deceased) of the one Part, and C. of, &c. of the other Part, in Manner as follows.

Whereas the said T. A. by his last Will and Testament in Writing, by him duly executed, bearing Date, &c. **Did** thereby (*inter alia*) give and devise **All** the Residue of his Real and Personal Estate, not therein otherwise by him disposed of, unto his Trustees of the said A. and B. and to — therein named, their Heirs, Executors, Administrators and Assigns, upon several Trusts therein expressed; **And first upon Trust**, that they his said Trustees, immediately after his the Testator's Grandson T. P. having attained the Age of 21 Years, should convey and assign **All** the said Residue of his the said Testator's Real and Personal Estate unto his said Grandson T. P. his Heirs, Executors and Assigns, as by the said Will duly proved by the said Executors, &c. **And whereas** by Virtue of a certain Indenture of Lease made from Sir N. C. Bart. or otherwise, he the said J. C. at the Time of his Death was possessed of, interested in and intitled unto a Messuage or Tenement, with its Appurtenances, as the same was then in his Possession, situate, &c. for the Residue of a certain Term of — Years then to come therein, **At** and under the yearly Rent of — (which Messuage, or Tenement and Premises, is Part of the Personal Estate of the said J. A. so by him devised to his said Trustees upon the Trusts aforesaid: **And whereas** the said C. hath contracted and agreed with them the said A. and B. for the absolute Purchase of the said Messuage, or Tenement and Premises, for the Residue of the said Term of — Years now to come therein, together with the several Household Goods now in the said Messuage, and which are herein after particularly mentioned, at and for the Sum of 900 l. payable and subject in such Manner as herein after is in that Behalf mentioned and expressed: **And whereas** the said Messuage or Tenement and Premises, being now much out of Repair, and not inhabited, and to the End the same may be let, it is absolutely necessary that a considerable Sum should be forthwith disbursed in making such Repairs; and they the said A. and B. not being inclined to do the same, he the said C. hath agreed to advance and lay out Monies for so doing: But in Regard a good Title, and proper Assignment and Assurance of the said Premises cannot be made unto the said C. until such Time as the said T. F. attains his Age of 21 Years, (being now but 19,) or that in the mean Time a Decree of the High Court of Chancery can be obtained for that Purpose forthwith and previous thereto, it has been proposed and agreed by them the said A. and B. that the said C. shall have immediate Possession of the said Messuage, Goods and Premises, until such Decree obtained, and Assignment made to him, with full Power to repair and let the said Premises, with and under such Restrictions, and subject in Manner as herein after in that Behalf mentioned and expressed; and also that in Case such Decree as aforesaid, or a good Title and sufficient Assignment shall not otherwise be made to the said C. of the said Premises within — now next ensuing, that then these Presents, as to the Sale of the said Premises, shall be absolutely void; and that then the said C. shall be paid and reimbursed by them the said A. and B.

Trustee cove-
nants with
Purchaser to
make a clear
Title.

For peaceable
Enjoyment.

Repairs.

Power to
make a Lease.

Covenant to
pay Purchase
Money, &c.

Proviso for
these Presents
to be void if a
good Title
cannot be
made.

In that Case a
Reimburse-
ment to be
made.

The Leases a-
bove mention-
ed to be al-
lowed.

B. all such Monies as shall be by him laid out in such Repairs, together with Interest for the same; and that then also any Lease by him made of the said Premises shall be allowed and ratified by them the said A. and B. nevertheless with and under such Restrictions, and subject in Manner as herein after also is in that Behalf mentioned and expressed: **Now these Presents witness,** That in Pursuance and Performance of the said recited Agreements, and in Consideration of the Sum of 5*l.* 5*s.* of, &c. (Part of the said 900*l.* Purchase Monies) to them the said A. and B. or one of them, now paid by the said C. the Receipt whereof is by them hereby respectively acknowledged, they the said A. and B. and each of them for themselves and for their Heirs, Executors and Administrators, do hereby covenant with the said C. his Executors, Administrators and Assigns, in Manner as follows, *viz.* That they the said A. and B. or one of them, their or one of their Executors or Assigns, at their Costs and Charges, shall and will within the said — now next ensuing, make out a good and clear Title to the said Messuage, or Tenement and Premises, and procure and obtain a Decree to be made in the High Court of Chancery, whereby the said T. F. and all and every other Person or Persons, who by Virtue of the said recited Will shall be then legally intitled to the said Messuage, or Tenement and Premises, to make and execute a good and sufficient Assignment unto the said C. his Executors, Administrators and Assigns, and as by his or their Counsel learned in the Law shall be reasonably advised or required of the said Messuage, or Tenement and Premises, with the Appurtenances, for the then Residue of the Term of — Years, subject nevertheless to the Payment of the said yearly Rent of — and to the Covenants, Conditions and Agreements in the said Indenture of Lease reserved and contained, and which from thenceforth on the Lessee's Part are to be paid and performed; and shall then also make an absolute Bill of Sale unto and to the Use of the said C. his, &c. of the several Goods and Things in the said Messuage, *viz.* &c. **And** that in the mean Time and until such Decree obtained, and Assignment of the said Premises so made to the said C. in Manner as aforesaid, it shall and may be lawful to and for the said C. his, &c. from henceforth peaceably and quietly to hold, possess and enjoy the said Messuage, Goods and Premises, and to lay out any Sum of Money for the necessary Repairing and amending thereof, in such Manner as he or they shall think fit, so as the Money to be so laid out in Repairs do not exceed in the Whole the Sum of 150*l.* **And also,** that it shall and may be lawful to and for the said C. his, &c. to make a Lease of the said Messuage and Premises to such Person as he shall think fit, for any Term of Years not exceeding — Years, so as there be reserved in such Lease at least the yearly Rent of 70*l.* payable quarterly, with Power therein of Re-entry, in Case of Non-payment thereof, together with such usual Covenants as are contained in other Leases made of Houses in O. Street. **And** the said C. for himself, his, &c. doth hereby covenant with the said A. and B. their, &c. that he the said C. his Executors, Administrators or Assigns, (on the making out a good Title, obtaining a Decree in Chancery, and executing of such sufficient Assignment and Bill of Sale of the said Messuage, Goods and Premises to him the said C. his Executors, Administrators and Assigns, within the Time and in Manner as aforesaid) shall and will well and truly pay or cause to be paid unto the said A. and B. or to such Person or Persons who by Virtue of the said Decree, or otherwise, shall then be legally intitled to receive the same, the Sum of 894*l.* 15*s.* of, &c. (Residue of the said Sum of 900*l.* Purchase Money) **Which** Sum of 894*l.* 15*s.* when paid, is hereby agreed and declared shall be in full for the absolute Purchase of the said Messuages, Goods and Premises. **Provided always,** and it is hereby mutually covenanted, agreed and declared by and between all and every the Parties to these Presents, for themselves, and for their respective Executors and Administrators in Manner as follows, *viz.* That in Case a good Title shall not be made out to the said Premises, and a Decree in Chancery obtained for Sale thereof, and such sufficient Assignment made of the said Premises to him the said C. his, &c. within the said — in Manner as aforesaid, then and in such Case these Presents, as to the Sale of the said Premises, shall from thenceforth be absolutely void and of no Effect; and that then and in such Case they the said A. and B. their Executors or Administrators, some or one of them, shall and will forthwith well and truly pay or cause to be paid unto the said C. his Executors, Administrators or Assigns, all such Monies as according to a Valuation thereof to be made by two proper Persons, to be chosen by the Parties hereto, shall appear to have been by the said C. his Executors or Administrators, actually disbursed for the Repairs of the said Premises, so as the same do not exceed the aforesaid Sum of 150*l.* together with legal Interest for all such Monies so by him and them paid for such Repairs, from the Time of disbursing thereof until Payment of the same; and that then and such Case also (if any Lease shall have been made by the said C. of the said Premises to any Person at such Rent and in Manner aforesaid) they the said A. and B. their Executors, Administrators or Assigns, shall allow of such Lease, and at his and their Charge do any reasonable Act (if so required) to ratify and confirm such Lease; and then also he or they shall be intitled to have and receive all the Rent reserved by such a Lease, to be paid and applied according to the Trusts in the said Will; any Thing, &c.

Articles touching Assignment of an Assignment of Leasehold Houses, and Sale of Household Goods and Utensils, Stock in Trade, &c.

Articles, &c. Between A. H. Widow, and Administratrix of J. H. of, &c. deceased, of the one Part, and J. R. of, &c. and J. J. of, &c. of the other Part, as follows, (that is to say,)

THE said A. H. in Consideration of the Sum of 800*l.* to be in Hand paid to her by the said J. R. and J. J. at the Time herein after mentioned, **Doth** hereby for herself, &c. make an Assignment of an Assignment of a Lease. covenant and agree to and with the said J. R. and J. J. their, &c. that she the said A. H. her, &c. shall and will, on or before the — Day of — next ensuing the Date hereof, at the Dwelling-house of her the said A. H. at, &c. aforesaid, at the Costs and Charges in the Law of them the said J. R. and J. J. seal and execute unto the said J. R. and J. J. their, &c. a good and sufficient Assignment of **All** those three Messuages, &c. by Virtue of the Assignment of the Lease by which the said A. H. now holds the same, together with the said Lease and Assignment thereof, **Under and Subject** to the Rents and Covenants reserved and contained therein by and on the Lessee's Part to be paid and performed, and with such reasonable Covenants in the said Assignment to be contained as Counsel shall advise; and likewise a Covenant on the Part of the said J. R. and J. J. their, &c. for Payment and Performance of the yearly Rent and Covenants in the said Lease reserved and contained, and to keep harmless and indemnified the said A. H. her, &c. therefrom: **And further**, that she the said A. H. her, &c. at the like Costs and Charges in the Law of the said J. R. and J. J. shall and will at the Time of executing the said Assignment, and at the Place aforesaid also, seal and execute unto the said J. R. and J. J. or their Assigns, a good and sufficient Bill of Sale of all the Household Goods, Liquors, and Stock in Trade, in whatsoever that shall then be and remain in the said Dwelling-house of the said A. H. for and in Consideration of such a Sum of Money as the same shall be valued and appraised at by two indifferent Persons, to be chosen by the said Parties for that Purpose; and in Case of their Disagreement therein, then the same to be determined by an Umpire, to be by them chosen; and at the Sum of Money for which the said Household Goods, Stock and Utensils shall be so valued, to be paid or secured to be paid by the said J. R. and J. J. or their Assigns, to the said A. H. as herein after mentioned. **And** the said J. R. and J. J. for themselves, their, &c. and for every of them, do hereby covenant and agree to and with the said A. H. her, &c. that they the said J. R. and J. J. shall and will on the said — Day of — at the said Dwelling-house of the said A. H. well and truly pay unto the said A. H. her, &c. the Sum of 300*l.* of, &c. being the Consideration Money before mentioned, and at the same Time will accept of the said Assignment of the said Lease of the said three Messuages and Premises aforesaid, and Bill of Sale of the Household Goods, Liquors, Utensils, and other the Stock in Trade as aforesaid; and at the same Time and Place shall and will execute and deliver in due Form of Law unto or to the Use of the said A. H. her, &c. a Counterpart of the said Assignment, and then and there will either pay to the said A. H. her, &c. all such Sum or Sums of Money which the said Household Goods and Stock in Trade so to be valued and appraised as aforesaid shall amount unto, or will secure the Payment thereof to the said A. H. &c. by some Real or Personal, or other good Security within three Months then ensuing, as shall be to the good Liking and Approbation of her the said A. H. her, &c.

Agreement to grant a Lease of a House, Brewhouse, &c. and to assign Stock in Trade, Debts, &c. and to assign the Leases of Customers Houses.

Memorandum of an Agreement made the — Day of, &c. Between J. D. the younger of, &c. Esq; and E. his Wife, Daughter and Administratrix of N. A. late of, &c. Esq; deceased, of the first Part, G. M. of, &c. Brewer, of the second Part, and L. M. of, &c. of the third Part.

JAppoints, The said J. D. and E. do hereby agree to grant a Lease to the said G. M. Agreement to and L. M. their, &c. of all that Messuage with the Appurtenances, situate, &c. grant a Lease to G. M. and wherein the said J. D. now dwelleth, and late in the Possession of the said N. A. **And** L. M. of a also of all that Brewhouse with the Appurtenances thereto adjoining, situate, &c. together House, Brew- with, &c. **To hold** from the 24th Day of June next ensuing, for seven Years at and house, &c. under the yearly Rent of 110*l.* payable half-yearly, and for five Years more from the Ex-
piration

Stock in Trade to be appraised, Account of Customers taken and of Debts, a Moiety of which is to be assigned to L. M.

Agreement to assign Leases of Houses dealing at the said Brew-house to G. M. and L. M.

L. M. agrees to pay J. D. for his Moiety of the said Stock in Trade, and accept his Moiety of Debts.

piration of the said Term, if they the said G. M. and L. M. their, &c. shall think fit so long to hold the same, at and under the like yearly Rent, payable in like Manner with usual Covenants. **Item,** It is agreed by and between the said Parties hereto, that all the Stock in the Brewing Trade shall be appraised by proper Persons to be named and appointed by the Parties hereto for that Purpose, and that an Account shall be taken of all the Customers Dealing at the said Brewhouse, and a true Estimate made of all the Debts due and owing from such Customers to the said Trade, according to a List of their Names already taken and intended to be particularly mentioned in a Schedule, to be annexed to Articles to be made pursuant hereunto, and that the said J. D. and E. his Wife, shall assign over unto the said L. M. his Executors, Administrators and Assigns, all that his Moiety of the said Stock in Trade, and also of all and every the said Debts to him the said — M. his Executors, Administrators and Assigns, to hold as his and their own proper Goods and Chattels. **Item,** The said J. D. doth hereby agree to assign over or cause or procure to be assigned over unto the said G. M. and L. M. their Executors, Administrators and Assigns, all such Leases of Houses now dealing at the said Brewhouse, as were taken for the Benefit of the said Trade and which are now in Being, and likewise to procure a Lease to be made by Major L. of an House in, &c. to the said G. M. and L. M. for nine Years, he the said L. M. paying a Moiety of the Charges of repairing the said House, as the same shall appear to the said J. D. by the Workmen's Bills employed in repairing the said House. **Item,** The said L. M. doth for the Considerations afore said agree to pay to the said J. D. for his said Moiety of the said Stock in Trade, as the same shall be appraised upon the Execution of the said Articles, and likewise to accept and take a Moiety of all and singular the said Debts now due in Trade, computing the same at 18s. in the Pound, for all such Debts (except a Debt owing from one R. S. on Bond, on which remains due 80l. or thereabouts, and for which the said J. D. doth agree to accept at the Rate of 10s. in the Pound.) **In Witness, &c.**

An Agreement, that an Executor shall make an Assignment of Testator's House and Stock in Trade.

Articles, &c. Between A. B. of, &c. Executor of the last Will and Testament of B. B. late of, &c. deceased, of the one Part, and C. D. of, &c. of the other Part, as follows.

Recitals,
1. Of Lease to the Testator.
2. His Will.
3. Death.
4. Probate.

5. Executor intitled to the Lease and Stock in Trade.
6. Agreement to sell and assign the same.

Covenant to assign.

Whereas by Indenture of Lease, bearing Date, &c. (*Recital of the Lease.*) And whereas the said B. B. made his last Will and Testament in Writing bearing Date, &c. and appointed the said A. B. sole Executor thereof, and on or about the, &c. the said B. B. departed this Life, since which the said A. B. hath duly proved the said Will in the Prerogative Court of Canterbury, and taken upon himself the Burthen of the Execution thereof, and is thereby become intitled to all and singular the Goods, Chattels and Effects which were of the said B. B. at the Time of his Decease, and amongst other Things as he apprehends, to the Benefit of the said Indenture of Lease, and to hold and enjoy the thereby demised Premises with the Appurtenances, for all the Rest, Residue and Remainder of the said Term of — Years thereby granted, and under the said yearly Rent of — and subject to several Covenants, Clauses and Agreements afore said, in and by the same Indenture of Lease reserved and contained; and also to all and every Part of the Stock in the Trade of — of him the said B. B. consisting in, &c. as in and by the before in Part recited Indenture of Lease, last Will and Testament and Probate thereof, Relation, &c. **And whereas** the said C. D. hath agreed with the said A. B. to become a Purchasor from him the said A. B. of all such Interest as he the said A. B. hath or is supposed to have as afore said, in the said Indenture or Lease and the thereby demised Premises, subject to the said yearly reserved Rent, and to the Covenants, Clauses and Agreements therein contained as afore said, for all such Time as is hereby to come therein, as the said A. B. lawfully may or can by Virtue of the said Lease, and otherwise as afore said, hold the thereby demised Premises, as also of all such Stock in Trade as afore said; and the said A. B. hath agreed to sell and assign the same to the said C. D. upon the Terms, and in Manner as after mentioned: **Therefore these Presents witness,** and it is agreed by and between the said A. B. and C. D. in Manner following, that is to say, **First of all,** the said A. B. doth for himself, &c. covenant, &c. with the said C. D. his, &c. that upon Payment to him the said A. B. or his, &c. by the said C. D. his, &c. of the Sum of, &c. at the Times for that Purpose here after mentioned, with lawful Interest for the same, to be computed from the Day of the Date hereof, until the respective Times of Payment thereof, he the said A. B. or his, &c. shall, &c. at the Request, Cost, &c. of the said C. D. his, &c. deliver over, and well and duly assign unto him the said C. D. his, &c. the before recited Indenture of

of Lease, and all the Interest of him the said *A. B.* or his, *&c.* therein or thereto, and in and by the thereby demised Premises, for all the Remainder of, *&c.* ar, under and subject, *&c.* with Covenants in such Assignment to be contained from the said *A. B.* or his, *&c.* for the Assignee's, his, *&c.* quiet Enjoyment of the said Premises during, *&c.* as against him the said *A. B.* his, *&c.* and all claiming, *&c.* or under the said *B. B.* deceased; and at his and their own Costs and Charges, to defend any Suit that shall happen by any Attempt to make void the said Lease, or evict such Assignee, his, *&c.* for any other Cause than Non payment of the Rent reserved, or Non-performance of the Covenants, Clauses or Agreements, in and by the same Indenture of Lease reserved and contained, and to indemnify such Assignee, his, *&c.* from all further Demands for Rent of the said Premises beyond the reserved Rent, or in Default of so defending any Suit as aforesaid, or so indemnifying such Assignee, his, *&c.* as aforesaid, or in Case such Assignee, his, *&c.* shall during the Continuance of the said Term, be evicted or ejected out of the said Premises without any Act, Default or Laches of such Assignee, his, *&c.* to occasion the same, then and in either or any of the said Cases, that he the said *A. B.* or his, *&c.* shall and will, well and truly refund and pay back to such Assignee, his, *&c.* upon Demand after such Default, Eviction or Ejection, so much of the said Sum of, *&c.* with Interest for the same from the Time the same shall have been paid, as shall remain after a Deduction of, *&c.* or after that Rate with Interest, (over and besides the said reserved Rent) for so long Time as such Assignee, his, *&c.* shall have possessed and enjoyed the said Premises under the said *A. B.* or his, *&c.* such Assignee, his, *&c.* at the same Time to deliver back unto the said *A. B.* his, *&c.* the said Indenture of Lease and Assignment thereof, and indemnifying him and them from the said reserved Rent for such Time as such Assignee, his, *&c.* shall have so possessed and enjoyed the said Premises as aforesaid; which Assignment, with such Covenants as aforesaid, is to be executed upon Condition only, that such Assignee do at his like Costs, *&c.* at the Time of the Execution of such Assignment, duly execute a Counterpart thereof, wherein shall be contained Covenants on the Part of such Lessee, his, *&c.* during the Remainder of the said Term, to pay the yearly Rent and perform the Covenants, Clauses and Agreements, in and by the said Lease reserved and contained, and to save harmless and indemnify the said *A. B.* and his, *&c.* from all Defaults and Breaches thereof, and not to part with, quit or yield up the Possession of the said Premises, until compelled thereto by due Course of Law, and not wittingly or willingly to do any Act, or suffer any Thing which may in any Sort tend towards making the said Lease void or voidable, but from Time to Time during the Continuance of the said Term to give immediate Notice to the said *A. B.* or his Executors, of any Entry or Ejectment that shall be made or brought into or for the said Premises, and to suffer the Name or Names of such Assignee, his, *&c.* to be made Use of, by and at the Charges of the said *A. B.* or his, *&c.* in any Proceeding or Defence that he or they shall adjudge proper or necessary, touching or in Relation to maintaining or keeping Possession of the said Indenture of Lease and thereby demised Premises; Also that upon Payment to him the said *A. B.* or his, *&c.* by the said *C. D.* his, *&c.* of such Sum of Money as such Stock in Trade as aforesaid shall be valued and appraised at by *E. F.* of, *&c.* and *G. H.* of, *&c.* Persons indifferently chosen and appointed for that Purpose, as well on the Part and Behalf of the said *C. D.* as of the said *A. B.* and of such Sum of Money in Part of the said Sum of — and Interest, as such Stock in Trade shall be valued and appraised at short of or less than — he the said *A. B.* or his, *&c.* shall and will at the Costs of the said *C. D.* his, *&c.* deliver unto the said *C. D.* his, *&c.* — not only the said Stock in Trade, but also quit and deliver unto him or them the Possession of the said House and Premises, in and by the said Indenture of Lease demised; he the said *A. B.* or his, *&c.* having a convenient and reasonable Time to remove therefrom such of the Household Goods therein, as the said *C. D.* his, *&c.* shall not think fit to buy, and that he the said *A. B.* or his, *&c.* shall and will do his and their utmost Endeavour to procure such Valuation and Appraisement of such Stock in Trade, remove or cause to be removed from the said House and Premises as aforesaid, until the Execution of such Assignment of the said Indenture of Lease as aforesaid, he the said *A. B.* or his, *&c.* shall and will well and duly observe, perform, fulfill and keep all on his and their Parts to be observed, performed and kept according to the intended Tenor, Purport, Intent and Meaning of the Covenant to be contained in such Assignment to be made as aforesaid: Also the said *C. D.* doth hereby for himself, his, *&c.* covenant, *&c.* with the said *A. B.* and his, *&c.* that he the said *C. D.* his, *&c.* shall and will well and truly pay or cause to be paid unto the said *A. B.* the Sum of — and Interest as aforesaid, at the Times and in Manner following, that is to say, upon and immediately after the Valuation and Appraisement of the said Stock in Trade, so much Money in Part of the said Sum of — and Interest, as the said Stock shall be valued and appraised at short, or of or less than 100*l.* and the Residue of the said Sum of — and Interest, or the whole thereof, in case such Stock shall be valued and appraised at as much as, or more than the Sum of 100*l.* at three equal Payments, at six Months Distance in Time, and

Covenants to be in the Assignment to defend Suits intended to evict the Assignee, *&c.* and for further Indemnity.

In Case of Eviction, *&c.* to repay Money.

Counterpart of Assignment what to contain.

Covenant to assign Stock in Trade.

Appraisment.

Covenant to pay for the Stock in Trade.

subsequent one to the other; the first Payment thereof to be made, &c. and that upon Execution by the said *A. B.* or his, &c. to the said *C. D.* his, &c. of such Assignment of the said Indenture of Lease as aforesaid, he the said *C. D.* his, &c. shall and will accept the same, and at his or their own Costs and Charges duly execute a Counterpart or Duplicate thereof, with such Covenants to be therein contained on the Part of the said *C. D.* his, &c. as aforesaid, and pay or cause to be paid to the said *A. B.* or his Executors, the Charges of preparing such Assignment and Counterpart, or Duplicate thereof: **Also** that as soon as and immediately after such Stock in Trade shall have been valued and appraised by the said *E. F.* and *G. H.* he the said *C. D.* his Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *A. B.* or his, &c. such Sum of Money as the same shall be valued and appraised at, and thereupon accept from the said *A. B.* not only the same Stock, but also the Possession of the said House and Premises, and pay for the Assignment of the said Stock, in case an Assignment thereof shall be required, and shall and will do his and their utmost Endeavour to procure such Valuation and Appraisement of such Stock in Trade so to be made as soon as may be; and from the Time the said *C. D.* his, &c. shall enter upon the Possession of the said House and Premises until he or they shall have an Assignment of the said Lease, and shall have executed a Counterpart or Duplicate of such Assignment, he the said *C. D.* his, &c. shall and will well and duly pay, observe and perform, fulfill and keep all on his and their Parts to be paid, observed, performed, fulfilled and kept according to the intended Tenor, Purport, Intent and Meaning of the Covenants to be contained in such Assignment to be made as aforesaid. **In Witness, &c.**

Counterpart. and at his or their own Costs and Charges duly execute a Counterpart or Duplicate thereof, with such Covenants to be therein contained on the Part of the said *C. D.* his, &c. as aforesaid, and pay or cause to be paid to the said *A. B.* or his Executors, the Charges of preparing such Assignment and Counterpart, or Duplicate thereof: **Also** that as soon as and immediately after such Stock in Trade shall have been valued and appraised by the said *E. F.* and *G. H.* he the said *C. D.* his Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *A. B.* or his, &c. such Sum of Money as the same shall be valued and appraised at, and thereupon accept from the said *A. B.* not only the same Stock, but also the Possession of the said House and Premises, and pay for the Assignment of the said Stock, in case an Assignment thereof shall be required, and shall and will do his and their utmost Endeavour to procure such Valuation and Appraisement of such Stock in Trade so to be made as soon as may be; and from the Time the said *C. D.* his, &c. shall enter upon the Possession of the said House and Premises until he or they shall have an Assignment of the said Lease, and shall have executed a Counterpart or Duplicate of such Assignment, he the said *C. D.* his, &c. shall and will well and duly pay, observe and perform, fulfill and keep all on his and their Parts to be paid, observed, performed, fulfilled and kept according to the intended Tenor, Purport, Intent and Meaning of the Covenants to be contained in such Assignment to be made as aforesaid. **In Witness, &c.**

Charges. and pay or cause to be paid to the said *A. B.* or his Executors, the Charges of preparing such Assignment and Counterpart, or Duplicate thereof: **Also** that as soon as and immediately after such Stock in Trade shall have been valued and appraised by the said *E. F.* and *G. H.* he the said *C. D.* his Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *A. B.* or his, &c. such Sum of Money as the same shall be valued and appraised at, and thereupon accept from the said *A. B.* not only the same Stock, but also the Possession of the said House and Premises, and pay for the Assignment of the said Stock, in case an Assignment thereof shall be required, and shall and will do his and their utmost Endeavour to procure such Valuation and Appraisement of such Stock in Trade so to be made as soon as may be; and from the Time the said *C. D.* his, &c. shall enter upon the Possession of the said House and Premises until he or they shall have an Assignment of the said Lease, and shall have executed a Counterpart or Duplicate of such Assignment, he the said *C. D.* his, &c. shall and will well and duly pay, observe and perform, fulfill and keep all on his and their Parts to be paid, observed, performed, fulfilled and kept according to the intended Tenor, Purport, Intent and Meaning of the Covenants to be contained in such Assignment to be made as aforesaid. **In Witness, &c.**

Covenant to accept an Assignment of the Stock in Trade and Possession of the House, &c. and thereupon accept from the said *A. B.* not only the same Stock, but also the Possession of the said House and Premises, and pay for the Assignment of the said Stock, in case an Assignment thereof shall be required, and shall and will do his and their utmost Endeavour to procure such Valuation and Appraisement of such Stock in Trade so to be made as soon as may be; and from the Time the said *C. D.* his, &c. shall enter upon the Possession of the said House and Premises until he or they shall have an Assignment of the said Lease, and shall have executed a Counterpart or Duplicate of such Assignment, he the said *C. D.* his, &c. shall and will well and duly pay, observe and perform, fulfill and keep all on his and their Parts to be paid, observed, performed, fulfilled and kept according to the intended Tenor, Purport, Intent and Meaning of the Covenants to be contained in such Assignment to be made as aforesaid. **In Witness, &c.**

These Agreements to be observed till Assignment made. and thereupon accept from the said *A. B.* not only the same Stock, but also the Possession of the said House and Premises, and pay for the Assignment of the said Stock, in case an Assignment thereof shall be required, and shall and will do his and their utmost Endeavour to procure such Valuation and Appraisement of such Stock in Trade so to be made as soon as may be; and from the Time the said *C. D.* his, &c. shall enter upon the Possession of the said House and Premises until he or they shall have an Assignment of the said Lease, and shall have executed a Counterpart or Duplicate of such Assignment, he the said *C. D.* his, &c. shall and will well and duly pay, observe and perform, fulfill and keep all on his and their Parts to be paid, observed, performed, fulfilled and kept according to the intended Tenor, Purport, Intent and Meaning of the Covenants to be contained in such Assignment to be made as aforesaid. **In Witness, &c.**

Articles concerning the Purchase (or Assignment) of a Leasehold Estate, Part of the Money now paid, and the Residue and Surplus to be paid to Mortgagees and Assignor, on executing a good Assignment, &c.

Articles, &c. Between *J. P.* of, &c. Upholder, (only Son of *R. P.* late Citizen and Upholder of *London*, and *G.* his Wife, which said *G.* was the only Daughter of *M. P.* deceased, who was the Daughter of *T. B.* late Citizen and Embroiderer of *London*, and *E.* his Wife, both also deceased; and which said *J. P.* is Administrator of all and singular the Goods and Chattels, Rights and Credits of the said *R. P.* and *G.* his Wife) of the one Part, and *J. C.* of, &c. Carpenter, of the other Part, in Manner as follows, *viz.*

Recitals, *viz.*
As to the original Lease;

As to mesne Assignments;

As to Contract for Purchase.

Lessor covenants to assign to Lessee.

Whereas *H. C.* by his Indenture of Lease bearing Date, &c. (for the Considerations therein mentioned) did demise and grant unto *J. M.* therein named, a Piece of Ground lying in, &c. containing the several Dimensions or Number of Feet as therein are particularly mentioned and described; **To hold** to the said *J. M.* his, &c. from the Day of the Date of the said Indenture, for and during the full Term of 300 Years from thence next ensuing, *At* and under the yearly Rent of 10 s. **And whereas** by Virtue of several mesne Assignments, Wills, Administrations, and other good Assurances in Law, the said Piece of Ground, and two Messuages, &c. on Part of the said Piece of Ground, and as the same are situate, &c. and now in the several Occupations of, &c. are now legally become vested in the said *J. P.* for the Residue of the said Term of 300 Years, (*Subject nevertheless* to the Payment of all such Principal and Interest Monies as are now justly due and owing to the Executors of *A. S.* deceased, by Virtue of several Securities to him and them made of the said Premises: **And whereas** the said *J. C.* hath contracted and agreed with the said *J. P.* for the absolute Purchase of all his Estate, Right, Term of Years and Interest of, in and to the said Piece of Ground, two Messuages or Tenements, and a Ground-Rent of 3 s. 4 d. herein after mentioned, for the Sum of 335 l. to be by him paid in such Manner as herein after is mentioned; And it was and is agreed between them, That the said *J. C.* shall have the immediate and quiet Possession of the said Premises, and from henceforth be intitled to receive the Rents and Profits thereof, to be due at and from *Michaelmas-Day* now next ensuing, (other than and except all such Arrears of Rent as were due at *Midsummer-Day* last, (*Subject nevertheless* in such Manner as herein after is mentioned: **Now these Presents witness**, That for and in Consideration of the Sum of 135 l. of, &c. (Part of the said 335 l. Purchase Money) to the said *J. P.* in Hand, &c. by the said *J. C.* at, &c. the Receipt, &c. and also for and in Consideration of the further Sum of 200 l. of like Money, (Residue of the said Purchase Money) to be paid by the said *J. C.* in Discharge of the before mentioned Securities, in such Manner as herein after is mentioned, he the said *J. P.* for himself, his Heirs, &c. **Doth** hereby covenant, promise and agree to and with the said *J. C.* his Executors, &c. in Manner as follows, *viz.* That he the said *J. P.* his Executors

Executors or Administrators, and all and every other Persons whomsoever, lawfully claiming by, from or under him or them, or by, from or under the said R. P. and G. his Wife, or either of them, shall and will, on or before the 25th Day of *December* now next ensuing, duly Time, sign, seal, execute and deliver unto the said J. C. his Executors, &c. and as by his or their Counsel learned in the Law shall in that Behalf be reasonably advised and required, a good and sufficient Assignment and Assurance, as well of the said recited Indenture of Lease, and all the said Piece of Ground thereby demised, as also the said two Messuages or Tenements built on Part thereof, with their Appurtenances, and as the same are now in the several Occupations of the said J. M. and W. P. or of their Under-tenants, as likewise of a Ground-Rent of 3 s. 4 d. reserved and payable for another Messuage (lately sold) built on other Part of the said Piece of Ground, for the Residue of the said Term of 300 Years which shall be then to come and unexpired, free and clear of all Charges and Incumbrances whatsoever, (Save and except the Securities made to the said A. S. and his Executors, as aforesaid,) **Subject nevertheless** to the Payment of the said yearly Ground-Rent of 10 s. and to the several Covenants, Conditions and Agreements in the said recited Indenture of Lease reserved and contained, and which, from henceforth, on the Lessee's or Assignee's Part are to be paid, done and performed; **And also** that he the said J. C. his Executors, Administrators and Assigns, shall and may enter upon, and from henceforth peaceably and quietly hold, possess and enjoy the said Piece of Ground, two Messuages or Tenements, with their Appurtenances, and be intitled to, and have and receive the Rents and Profits thereof, and also the said Ground Rent of 3 s. 4 d. *per Ann.* to and for his and their own Use and Benefit, *Without* any Let, Suit, Interruption or Disturbance whatsoever, of or by him the said J. P. his Executors or Administrators, or of or by any other Person or Persons whomsoever, lawfully claiming or to claim the said Premises by, from or under him or them, or by, from or under the said R. P. and G. his Wife, or either of them; **Subject nevertheless** to the Payment of all such Principal and Interest Monies as are now justly due and owing to the said Executors of the said C. S. by Virtue of the several Securities so made to him and them of the said Premises as aforesaid. **And these Presents further witness,** and the said J. C. for himself, his Heirs, &c. doth hereby covenant, promise and agree to and with the said J. P. his Executors and Assigns, in Manner as follows, (*viz.*) That he the said J. C. his Executors or Administrators, at the Time of executing to him and them of such good and sufficient Assignment and Assurance in the Law as aforesaid, of the said two Messuages or Tenements, Ground-Rent and Premises, with their Appurtenances, by him the said J. P. and the Executor or other Representatives of the said A. S. or by their respective Executors or Administrators, and in Consideration thereof, shall and will well and truly pay, or cause to be paid, the Sum of 200 l. of lawful Money (Residue of the said 335 l. Purchase Money) in Manner as follows, (*viz.*) So much and such Part of the said Sum as shall be sufficient to pay off, satisfy and discharge unto the said Executors or other Representatives of the said A. S. all and every such Sum and Sums of Money as shall appear to be justly due and owing unto them for Principal and Interest Monies, by Virtue of the before mentioned Securities made to him and them of the said Premises by the said R. P. and G. his Wife, as aforesaid; and from and after full Payment thereof, that then he the said J. C. his Executors or Administrators, shall and will at the same Time well and truly pay, or cause to be paid, the Residue or Surplus of the said Sum of 200 l. unto the said J. P. his Executors, Administrators or Assigns: **Which** said Sum of 135 l. now paid, and the said Sum of 200 l. to be paid in Manner as aforesaid, when paid (making together the said Sum of 335 l.) is by him the said J. P. hereby agreed and declared to be in full for the absolute Purchase of all his the said J. P.'s Estate, Right, Title, Interest, Term of Years to come, Interest and Equity of Redemption, of, in and to the said Piece of Ground, two Messuages or Tenements, Ground-Rent and Premises. **And** for the true Performance of the Covenants and Agreements herein before contained, on the Part and Behalf of the said J. P. to be done and performed, he the said J. P. doth hereby bind himself, his Executors and Administrators unto the said J. C. his Executors, Administrators and Assigns, in the Penal Sum of 300 l. of lawful Money of *Great Britain* firmly by these Presents. **And lastly,** for the true Performance of the Covenants and Agreements herein before contained on the Part and Behalf of the said J. C. to be paid, done and performed, he the said J. C. doth hereby bind himself, his Executors and Administrators unto the said J. P. his Executors, Administrators and Assigns, in the like Penal Sum of 300 l. of like lawful Money, firmly by these Presents. **In Witness, &c.**

The Premises

free from Incumbrances except, &c. subject, &c.

Quiet Enjoyment.

Assignees covenant to pay Residue of Purchase Money to the Mortgagees, and Surplus to Assignor.

Both Sums in full for Purchase.

As to each Party's binding himself to Performance, &c.

Agreement to assign a Lease, and make a Bill of Sale of Goods; and that other Goods shall be appraised, and the Tenant to take them at the Appraisement, and another Bill of Sale to be made of them, and a Bond given for Payment of the Monies.

Agreed the, &c. Between T. S. of —, Executor of the last Will and Testament of T. S. late, &c. of the one Part, and J. M. of, &c. of the other Part, as followeth, (that is to say,)

Covenant to execute an Assignment of a Lease.

Bill of Sale.

An Agreement that the Goods in the House, &c. shall be appraised, and that the Tenant shall take them at the Appraisement, and the Landlord shall execute a Bill of Sale thereof. Covenant that the Tenant shall accept the said Assignments and Bills of Sale, and execute a Counterpart of the Assignments and a Bond, &c.

THE said T. S. in Consideration of the Sum of —, to be paid him by the said J. M. as here under is mentioned, Doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said J. M. his Executors, Administrators and Assigns, that he the said T. S. his Executors or Administrators, shall and will on or before the, &c. at, &c. seal and execute unto, or to the Use of the said J. M. his Executors, Administrators or Assigns, a good and sufficient Assignment of and in All that, &c. By Virtue of the Lease or Leases by which the said T. S. held the same, together with the said Lease or Leases, and the mean Assignments thereof, Under and subject to the Rents and Covenants reserved and contained in the said Lease or Leases, by and on the Lessee's Part to be paid and performed, And with such reasonable Covenants in the said Assignment to be contained, as Counsel shall advise; and likewise a Covenant on the Part of the said J. M. for Payment and Performance of the yearly Rents and Covenants in the said Lease or Leases reserved and contained, and to indemnify the said T. S. his Executors and Administrators therefrom. And that he the said T. S. his Executors or Administrators, for the Considerations aforesaid, shall and will, on the Day and at the Place aforesaid, seal and execute unto the said J. M. a sufficient Bill of Sale of the, &c. (mentioning the Goods, or else say, Goods mentioned in a Schedule, &c.) And it is further agreed between the said Parties, that all the Goods and Commodities now in and about the said House, (for making —,) except, &c. shall on or before the said, &c. be valued and appraised by two indifferent Persons, which the said Parties agree to choose for that Purpose, and shall be taken by the said J. M. according to such Appraisement, and paid for as here under is mentioned. And that he the said T. S. his Executors or Administrators, shall and will, at the Time of executing such Assignment as aforesaid, execute and deliver a sufficient Bill of Sale of the said last mentioned Goods and Commodities, unto, or to the Use of the said J. M. his Executors and Assigns. And the said J. M. for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree to and with the said T. S. his Executors, Administrators and Assigns, That he the said J. M. his Executors, Administrators or Assigns, shall and will on or before the said, &c. at the Place aforesaid, accept of the said Assignment of the said Lease or Leases of the said Premises, and Bills of Sale of the said Goods and Things as aforesaid; and at the same Time, and at the Place aforesaid, shall and will execute and deliver, in due Form of Law, unto, or to the Use of the said T. S. a Counterpart of the said Assignment, and likewise an Obligation or Obligations in a sufficient Penalty or Penalties, with Surety or Sureties, to the good Liking of the said T. S. for Payment of the Sum of — l. and likewise such further Sum and Sums of Money which the said Goods and Commodities so to be valued, and according to the Appraisement and Valuation thereof, as aforesaid, shall amount unto, within — Months then next ensuing. In Witness, &c.

Agreement by Executors to sell and assign an Estate, or Lease for Lives, and another for Years, to a Trustee for another Person; with Provisoes concerning the Deaths or Sicknes of the Cestuy que vie, and Renewal of the Lease for Lives.

Articles, &c. Between the Right Honourable W. Lord C. Viscount N. Sir J. M. Knight of the Bath, and T. B. of, &c. Esq; (Executors of the last Will and Testament of the Most Noble E. late Duke of K. deceased) of the one Part, and G. B. of, &c. Gent. (for and on the Behalf of J. S. Clerk, Archdeacon of S. in the said County of, &c.) of the other Part, as followeth, (viz.)

Consideration.

Covenant to assign Lease for Lives.

THE said W. Lord C. Sir J. M. and T. B. (in Consideration of the Sum of 1600 l. of, &c. to be paid to them, some or one of them, by the said J. S. in Manner as herein after is mentioned) do hereby, for themselves, their Heirs, Executors and Administrators,

nistrators, covenant, promise and agree to and with the said G. B. his Executors and Assigns, for and on the Behalf of the said J. S. and his Heirs, in Manner as follows, (viz.) That they the said W. Lord C. Sir J. M. and T. B. some or one of them, their, some or one of their Heirs, Executors or Administrators, on or before, &c. shall and will, at the Costs and Charges of the said J. S. his Executors and Administrators, by such good and sufficient Conveyances and Assurances in the Law, as the Counsel of the said J. S. or his Heirs, shall reasonably advise or require, convey, assign and assure, or cause to be conveyed, &c. unto, or in Trust for the said J. S. and his Heirs, a certain Indenture of Lease, dated, &c. made from the Right Reverend Father in God R. now Lord Bishop of W. to the said W. Lord C. Sir J. M. and T. B. and also the Premises therein comprized and granted, viz. All that, &c. (except as in the said Lease is excepted,) together also with all the Profit and Advantage of Renewal of the said Lease; **To hold** the said, &c. (except as aforesaid) unto the said J. S. his Executors, Administrators and Assigns, from *Michaelmas-Day* now next ensuing, for and during the several Lives of E. now Duke of K. the Lady F. (Daughter of the said late Duke of K. and Wife of J. late Earl of M. deceased) and the Right Honourable the Lady F. P. (Sister of the said E. now Duke of K.) and the Life of the longest Liver of them, at and under the yearly Rent of 20 s. payable to the said Lord Bishop and his Successors in such Manner as in such Lease is mentioned: **And also**, That the said W. Lord C. Sir J. M. and T. B. and the Survivors, &c. shall and will at the like Charge of the said J. S. his, &c. (by such good and sufficient Assurance in Law, and as by, &c.) on or before, &c. assign and assure unto the said J. S. his, &c. a certain other Indenture of Lease, bearing Date, &c. and made from the late Right Reverend Father in God C. late Lord Bishop of W. deceased, to the said E. late Duke of K. deceased, and also of the Premises demised by and comprized in the same Lease, viz. All that, &c. (except as in the same Indenture of Lease is excepted) together also with all Benefit and Advantage of Renewal of the same Lease; **To hold** the said, &c. (except, &c.) unto the said J. S. his, &c. from, &c. for the Residue of a certain Term of 21 Years (by the same Indenture of Lease demised) which shall be then to come and unexpired, **At** and under the yearly Rent of 10 l. payable to the said Lord Bishop and his Successors, in such Manner as by the same Indenture of Lease is mentioned. **Item**, The said J. B. (for and on the Behalf of the said J. S.) in Consideration of such Conveyances, Assignments and Assurances, to be so respectively made of the several above mentioned Leases and Premises therein respectively comprized as aforesaid, **Doth** covenant, &c. to and with the said W. Lord C. Sir J. M. and T. B. their, &c. by these Presents, That upon the making and executing of such Conveyances, Assignments and Assurances, in Manner as herein above is mentioned, he the said J. B. or the said J. S. his, &c. shall and will well and truly pay, or cause, &c. unto the said W. Lord C. Sir J. M. and T. B. some or one of them, or to the Survivors, &c. the said Sum of 1600 l. of, &c. which Sum is hereby agreed by all the Parties hereto, to be in full for the absolute Purchase of all and singular the Premises so intended to be conveyed and assigned as above is mentioned and intended. **Provided always**, And it is hereby mutually agreed and declared by and between all the said Parties hereto, in Manner as follows, viz. That in Case they the said E. now Duke of K. the said Lady F. (Wife of the said late Earl of M.) and the Lady F. P. or any of them shall happen to die before *Michaelmas-Day* now next, that then they the said W. Lord C. Sir J. M. and T. B. or some of them shall and will at their Charge renew the said first mentioned Lease of the said, &c. therein comprized, with the said now Bishop of W. or his Successors, and add some other good Life or Lives in the Room and Place of such Life and Lives so dying, (such new Life to be nominated by the said J. S. his Heirs or Assigns, if he or they so shall think fit), and in Default of such Renewal, that then they the said W. Lord C. Sir J. M. and T. B. some or one of them shall allow and pay unto the said J. S. out of his said Purchase Money, the Sum of 70 l. for every such Life so dropping or dying within the Time aforesaid. **Provided also**, And it is hereby further mutually agreed, that in case all or any of the said three present Lives in the same Premises shall not, on *Michaelmas-Day* now next, be then in full and perfect Health, that then and in such case, they the said W. Lord C. Sir J. M. and T. B. some or one of them, shall out of the said Purchase Money, allow and pay to the said J. S. or his Heirs, the Sum of 35 l. for each such Life as shall not be then in full Health, towards his or their Charge in the obtaining a new Lease of the same Premises, and getting a new Life or Lives in Exchange of such Life or Lives as on *Michaelmas-Day* next shall not then be in such full and perfect Health as aforesaid.

Covenant that on executing the said Leases the Trustee, or the Cestuy que Trust, will pay the Purchase Money, which is to be in full.

Proviso that if the Cestuy que Vie die before a certain Day, the Executors shall renew the Lease for Lives.

Or in Default thereof, shall pay 70 l. for each Life so dropping. And that if any of them at such Day be not in perfect Health, to pay 35 l. for each, towards Renewal of such Lease.

Agreement to assign a Lease of an Inn by the only Son, sole Executor and Residuary Legatee of the Father to a Debtor of the Father (pursuant to a Contract made in his Life-time) wherein the Debtor covenants to pay the Debt and Consideration Money at different Times.

Articles, &c. Between J. K. of, &c. of the one Part, and R. J. only Son and sole Executor and Residuary Legatee of the last Will and Testament of his late Father R. J. late of London Merchant, deceased, of the other Part.

J. K. Debtor on the Balance of Account to the Estate of R. J. the Father, in 1346 l. 17 s. J. K. contracted with R. J. the Father for his Lease of an Inn at 1000 l. 1500 l. Part thereof, to be paid at Michaelmas next, and 423 l. 8 s. 6 d. on St. Thomas the Apostle's Day, and 423 l. 8 s. 6 d. the Residue. J. K. covenants to pay the Debt and the Consideration Money as before agreed, and to give Security on Michaelmas Day for 846 l. 17 s. and shall then pay Half a Year's Rent. R. J. covenants, that on Michaelmas Day (on J. K.'s paying the said 1500 l. and giving Security for the said 846 l. 17 s.) he will assign, &c. the said Inn. J. K. to pay Charges.

Whereas upon an Account made up and stated by and between the said J. K. and the said R. J. deceased, in his Life-time, there appears to be justly due and owing from the said J. K. to the Estate of the said R. J. deceased, the Sum of 1346 l. 17 s. of, &c. **And** whereas the said J. K. did contract and agree with the said R. J. deceased, in his Life-time, for the Purchase of his the said R. J.'s Lease and Term for Years to come, of and in the St. C. Inn with the Appurtenances, now in the Tenure of the said J. K. situate and being in E. aforesaid, at and for the Sum of 1000 l. **And** whereas the said several Sums of 1346 l. 17 s. and 1000 l. amounting together to the Sum of 2346 l. 17 s. is hereby agreed shall be paid by the said J. K. to the said R. J. (Party hereto) in Manner following, (that is to say) The Sum of 1500 l. Part thereof, at Michaelmas-Day next ensuing the Day of the Date hereof, and the Sum of 423 l. 8 s. 6 d. other Part thereof, upon the Feast-Day of St. Thomas the Apostle then next following, and the Sum of 423 l. 8 s. 6 d. Residue, and in full Payment of the said Sum of 2346 l. 17 s. upon the 25th Day of March next ensuing the Day of the Date of these Presents: **Now these Presents witness,** That the said J. K. for himself, &c. doth covenant with the said R. J. (Party thereto) his, &c. in Manner following, *viz.* That he the said J. K. his, &c. shall and will well and truly pay the said Sum of 2346 l. 17 s. unto the said R. J. (Party hereto) his, &c. at the several Days and Times, and in the Manner herein before agreed, limited and expressed for the Payment thereof; **And also** that he the said J. K. his, &c. shall and will, upon the said Michaelmas-Day now next ensuing, give and execute such Security to the said R. J. (Party hereto) his, &c. for the Payment of the Sum of 846 l. 17 s. Part of the said Sum of 2346 l. 17 s. as he the said R. J. (Party hereto) his, &c. shall approve of; **And also** that he the said J. K. his, &c. shall, upon the said — Day next ensuing the Day of the Date hereof, well and truly pay unto the said R. J. (Party hereto) his, &c. the one Half of a Year's Rent which shall then become due for the said Inn and Premises (Parliamentary Taxes usually paid by Landlords, being thereout deducted and allowed:) **And** the said R. J. (Party hereto) doth hereby for himself, &c. covenant with the said J. K. his, &c. that he the said R. J. (Party hereto) his, &c. shall and will upon the said Michaelmas-Day next ensuing the Day of the Date hereof, and upon Payment to him or them made by the said J. K. his, &c. of the said Sum of 1500 l. (Part of the said Sum of 2346 l. 17 s.) and upon the said J. K. his Heirs, &c. giving such Security for the Payment of the said Sum of 846 l. 17 s. (Residue of the said Sum of 2346 l. 17 s.) well and sufficiently assign and transfer unto the said J. K. his, &c. or unto such other Person or Persons, and his and their Executors, &c. as he or they shall nominate and appoint, the said Inn with the Appurtenances, called the — in E. aforesaid, and all the Estate, Right, Title, Interest and Term for Years to come, Claim and Demand of him the said R. J. (Party hereto) of, in, to or out of the same and the Lease thereof, free from all Incumbrances done or committed by the said R. J. (Party hereto) or his said late deceased Father, as by the said J. K. his Executors or Administrators, or their Counsel learned in the Law, shall be reasonably devised, advised or required. **And it is hereby agreed,** that the said Assignment shall be made at the Cost and Charge of the said J. K. his Executors and Administrators. **In Witness, &c.**

Agreement for the Good Will (or to deliver up Possession) of a House, in Consideration of a Sum of Money, if the intended Tenant can procure a Lease from the original Landlord.

Articles, &c. Between P. R. of, &c. Spinster, of the one Part, and E. C. of, &c. Butcher, of the other Part, as follows, *viz.*

P. R. in Possession.

Whereas the said P. R. is now in the Occupation of a Messuage or Tenement and Shop with its Appurtenances, situate, &c. called, &c. and held by her from his Grace the now

now now Duke of N. at and under the yearly Rent of 28*l.* or thereabouts: **And whereas** Agreed that if it is hereby mutually agreed between the said *P. R.* and *E. C.* as follows, *viz.* That if and in *E. C.* can case he the said *E. C.* can procure and obtain to him, his Executors and Assigns, a sufficient procure a Lease from the said Duke of the said Messuage or Tenement, Shop and Premises, for the Lease, *P. R.* Term of 21 Years, to commence from *Christmas* next, at and under the yearly Rent of 28 *l.* will not hinder the same; That she the said *P. R.* will not obstruct the same; and that then she the said *P. R.* her Execu- and that then tors or Assigns, shall on or immediately before the said *Christmas-Day* next, either assign all her *P. R.* will Right to, or else quit and deliver up peaceable and quiet Possession of the said Messuage or either assign Tenement, Shop and Premises, together with the Goods and Things herein after mentioned, her Right or unto him the said *E. C.* his Executors or Assigns; **In Consideration whereof**, the said quit Possession, *E. C.* hath agreed, that on his obtaining of such Lease, and of Possession so given him by the said together with Goods. *P. R.* as aforesaid, to pay to the said *P. R.* the Sum of 30 *l.* or else 25 Guineas, upon Con- In Considera- tingency, and in Manner as after mentioned: **Now these Presents witness**, That in Pur- tion *E. C.* to fuance of the said Agreement, she the said *P. R.* for herself, her Executors and Administra- pay 30 *l.* or tors, doth hereby covenant to and with the said *E. C.* his Executors and Administrators, that 25 Guineas, as hereafter. she the said *P. R.* her Executors or Assigns, will not obstruct or hinder him the said *E. C.* ob- *P. R.* cove- taining from the said Duke such Lease as aforesaid; and that she the said *P. R.* her Executors nants not to or Assigns (in case of such Lease so obtained by the said *E. C.* in Manner as aforesaid) shall and obstruct ob- will on or immediately before *Christmas-Day* now next, at the Request of the said *E. C.* either taining such Lease. assign over all her Right and Interest, or else deliver up quiet and peaceable Possession unto him To assign or the said *E. C.* his Executors or Assigns, as well the said Messuage or Tenement, Shop and Pre- deliver Pos- mises, with their Appurtenances, discharged from all Rent then due to the said Duke; as session of the also all and every the Goods and Things herein after particularly mentioned, as the same are now House and fixed in the said Messuage, *viz.* &c. **And these Presents farther witness**, That if such Goods fixed therein. Lease shall be so made by the said Duke to the said *E. C.* in Manner as aforesaid; and also in Consideration of such Assignment or Possession to be so made and given by the said *P. R.* to the said *E. C.* in Manner as aforesaid; **He** the said *E. C.* doth for himself, his Executors and Ad- *E. C.*'s Cove- ministrators, covenant to and with the said *P. R.* her Executors and Administrators, by these nant to pay *P. R.* 30 *l.* or Presents, that he the said *E. C.* his Executors, Administrators or Assigns, shall, immediately 25 Guineas. after such Lease so made, and Possession so given to him in Manner as aforesaid, pay or cause If only 25 Guineas *P. R.* to be paid unto the said *P. R.* her Executors or Assigns, either the Sum of 30 *l.* or else 25 Gui- *R.* to enjoy neas, of lawful Money; but if he the said *E. C.* shall only pay to the said *P. R.* the Sum of an Apart- 25 Guineas, then it is hereby further mutually agreed, that it shall be lawful for the said *P. R.* ment for her- to have, hold, use and enjoy the best Room up one Pair of Stairs of the said Messuage, as and self for one Year. for her Apartment and Lodging Room, for one whole Year from *Christmas-Day* next, without paying any Rent for the same. **Provided nevertheless**, That if the said *E. C.* shall have Provided that an Opportunity to let the whole intire Floor one Pair of Stairs, or shall be minded to take the *E. C.* shall same into his own Hands, then on one Month's Notice to be by him given to her the said *P.* have the same or on his paying to her the said *P. R.* a proportionable Part as an equivalent to make up the said in his own 30 *l.* then she the said *P.* to quit the said Room and Premises. **Provided always**, and it Hands on gi- is hereby expressly agreed between the said Parties hereto, That in case such Lease from the said ving Notice and making Duke cannot be by him the said *E. C.* obtained before *Michaelmas* next in Manner as aforesaid, up said 30 *l.* then he the said *E. C.* to give three Days Notice thereof to the said *P. R.* before *Michaelmas* Proviso that Day next. **Provided also**, That if no such Lease can be obtained by the said *E. C.* from if such Lease the said Duke in Manner as aforesaid, before *Christmas* next, then these Presents, and every Cove- cannot be ob- nant, Condition and Agreement herein contained, shall from thenceforth be null and void; any tained, this Agreement to Thing herein to the contrary notwithstanding. **And lastly** for true Performance, &c. be void. (Penalty.) **In Witness**, &c.

Agreement that a Lessee shall procure a Lease for a longer Term than his present Lease, and afterwards grant a Building Lease of a Piece of Ground, Part of the Premises; and if such Lease for a longer Term cannot be obtained, this Agreement to be void.

Articles, &c. Between *J. C.* of, &c. Gardener, of the one Part, and *F. H.* of, &c. Barber Surgeon, and *E. C.* of, &c. Butcher, of the other Part.

Whereas, &c. (Recital of a Lease from *B. B.* to *J. C.* of a House, Stable, &c. and Part Recital of a of a Garden for 21 Years, at a Pepper-Corn Rent.) **And whereas** it is mutually Lease from *B. B.* to *J. C.* agreed between all the Parties hereto in Manner following, *viz.* That in case the said *J. C.* his Agreement Executors, Administrators or Assigns, or any Person in Trust for him or them, shall at any Time can procure a

Lease of same Premises for 50 Years, he, &c. shall grant a Lease of Part of said Premises to F. H. and E. C. of which they are to execute a Counterpart, and to build thereon.

J. C. covenants to do his endeavour to get such Lease from R. S.

and after to grant a Lease of such Part to F. H. and E. C.

and a Copy of Lease from R. S. and to produce such Lease.

Covenant to build, and execute a Counterpart of Lease granted by J. C.

Further Agreement as to the Consideration Money on R. S.'s granting such Lease, or in Case he will not grant it.

Time procure a good Lease to be made to him or them from R. S. of, &c. Esq; or his Trustees, of the before mentioned Premises for the Term of 50 Years, (be the same more or less,) that he the said J. C. his Executors or Assigns, or the said R. S. or his Trustees, shall then forthwith duly execute unto the said F. H. and E. C. their Executors, Administrators and Assigns, a good Lease of the Piece of Ground herein after mentioned and described, (being Part of the above leased Premises) for and during all such Term of Years as shall or may be granted therein by the said R. S. at and under the yearly Rent of a Pepper Corn during such Term, and that in such Manner as herein after is for that Purpose mentioned, and by him covenanted to be performed. **And in Consideration thereof,** They the said F. H. and E. C. have agreed to accept of such Lease, and to execute a Counterpart thereof, and also to build such Number of Brick Messuages on the same Piece of Ground, and that in such Manner as is herein after also covenanted to be performed. **Now these Presents witness,** and the said J. C. in Pursuance of his said Agreement, doth hereby for himself, &c. covenant, &c. to and with the said F. H. and E. C. their, &c. in Manner as follows, viz. That he the said J. C. his, &c. shall forthwith use his and their utmost Endeavours to obtain and procure from the said R. S. and his Trustees, a good and sufficient Lease, with the usual, common and reasonable Covenants to be duly executed unto the said J. C. his, &c. of all and singular the Premises comprised in, and demised by the above recited Lease for the Term of 50 Years, or for such other Term or Terms of Years as can or may be obtained or gotten therein; and also that either the said R. S. or his Trustees, or he the said J. C. his Executors, &c. and all Persons whosoever claiming any Estate, Term or Interest, of, in or to the same Premises, from, by, under, or in Trust for the said J. C. his Executors, &c. shall and will within — next after such new Lease by him or them so obtained from the said R. S. and his Trustees as aforesaid, at the Request of the said F. H. and E. C. their Executors, &c. make and duly execute and deliver unto the said F. H. and E. C. one or more good and sufficient Lease or Leases, with the usual, common and reasonable Covenants and Agreements to be therein contained as in such Case accustomed, of **All** that Piece or Parcel of Ground, (being Part of the above mentioned Leasehold Premises,) situate, &c. aforesaid, and containing the Dimensions following, viz. from, &c. together with the free Use, Benefit and Advantage of the Water, and of a Drain to be made for carrying the same from a Well or dipping Place now belonging to the said J. C. all Ways into the said intended to be demised Piece of Ground, (which Drain is hereby agreed to be made and kept only free, cleansed and repaired at the Charges of the said J. C. together with all Ways, Passages, Waters, Water-Courses, Profits, Commodities, Privileges and Appurtenances whatsoever to the same Piece of Ground, belonging or appertaining; **To hold** the same Piece of Ground and Benefit of Water and Premises, for the said Term of 50 Years more or less, or for such other Term or Terms of Years as can, shall, or may be granted by the said R. S. or his Trustees therein, **At** and under the yearly Rent of a Pepper-Corn only, during all such Term or Terms of Years; **And also** (if so required) shall and will then give a true attested Copy of such Lease or Leases, which shall be so made from the said R. S. or his Trustees, to the said J. C. as aforesaid, and likewise a proper Covenant for producing the same at all Times when Occasion requires, to the said F. H. and E. C. their Executors, Administrators and Assigns, and to his and their Counsel and Attornies, or in any Court of Law, for the Maintenance and Justification of their Title to the said Piece of Ground and Premises, to be to them so leased as aforesaid. **And these Presents further witness,** and they the said F. H. and E. C. (in Consideration of such Lease to be to them so made as aforesaid, and also in Pursuance of their said Agreement,) **Do** for themselves severally and respectively, and for their several and respective Executors, Administrators and Assigns, covenant, promise and agree, to and with the said J. C. his Executors, Administrators and Assigns by these Presents, in Manner as follows, viz. That they the said F. H. and E. C. their, &c. shall and will, at their own proper Costs and Charges within — next after the Day of the Date of such Lease to be to them so made of the said Piece of Ground, and possessed as aforesaid, erect, build, and compleatly finish on the same Piece of Ground, at least — good Brick Messuages or Tenements, and also shall and will duly execute a Counterpart of such Lease or Leases to be to them so made by the said J. C. as aforesaid, and fronting, &c. containing, &c. **In Witness, &c.**

Memorandum, It was mutually agreed, before the Execution of the above Articles, by all the Parties to the same, that in case after the Expiration of the above mentioned Term of 21 Years granted to the said J. C. of the above leased Premises, the above named R. S. on making such new Lease of the same Premises as above mentioned, shall insist to have any Money, Rent reserved thereon during the Term of such new Lease, that then and in such case they the said F. H. and E. C. shall duly execute a Bond with sufficient Penalty to the said J. C. his Executors and Assigns, for the Payment to him or them severally, of one Moiety or Half-Part of such

such Money, Rent to be so reserved to the said R. S. in such new Lease to be made from him as aforesaid, the same to commence and be payable from Expiration of the said present Lease; and in case the said R. S. will not grant a Lease to the said J. C. of the said Piece of Ground so agreed for at a Pepper Corn, then the Articles to be void. **As Witness** our Hands the Day and Year first above written.

Subsequent Agreements touching the Purchase of two Leases, a Time after executing the Purchase Deeds being given for Payment of the Money and parting with Deeds, &c.

THIS Indenture made, &c. between the Reverend J. S. &c. of the one Part, and the Right Honourable W. L. and Viscount N. Sir J. M. Knt. of the Honourable Order of the Bath, and J. B. of, &c. Executors, &c. of the other Part. **Whereas** by Indenture of Lease and Release and Assignment, the Lease bearing Date the Day next before, &c. and the Release bearing even Date herewith, and both executed before these Presents, and made between the said W. L. and Sir J. M. and J. B. of the one Part, and the said J. S. of the other Part, whereby after reciting in the said Indenture of Release, two several Indentures of Lease of Grant and Demise, made and granted from and by the late and present Bishops of W. of several Lands and Hereditaments therein particularly mentioned unto them the said W. Lord C. Sir J. M. and T. B. and the said E. late Duke of K. the first of which Leases being for three Lives now in Being, and the other for a certain Term of 21 Years therein mentioned; and further reciting, (*inter alia*) certain Articles of Agreement, bearing Date the 11th Day of March then and now lately past, and made between the said W. Lord C. of one Part, and G. B. of, &c. (for and on the Behalf of the said J. S.) of the other Part, whereby they the said W. Lord C. (in Consideration of the Sum of 1600*l.* to be paid to them in Manner as therein is mentioned,) had covenanted and agreed, on or before the first Day of October then and now next ensuing, to convey, assign and assure unto the said J. S. the said two several Indentures of Leases, and the said several Lands, Hereditaments and Premises therein mentioned, and thereby respectively granted and demised, to hold unto the said J. S. his Heirs, Executors and Assigns, from Michaelmas-Day then and now next ensuing, for and during the said three Lives, and the Residue of the said Term of 21 Years then to come, in such Manner as in the said Articles is mentioned; **It is witnessed**, That in Performance of the said Articles, and in Consideration of the said Sum of 1600*l.* paid or secured to be paid by the said J. S. to the said W. Lord C. they the said W. Lord C. &c. have granted, conveyed and assigned unto the said J. S. his Heirs, Executors, Administrators and Assigns, the said several and respective Leases, and the Lands and Hereditaments thereby granted and demised for the said three Lives, and for and during the then and now Residue of the said Term of 21 Years, in such Manner as in the said Indenture of Release is mentioned and expressed; upon which Indenture of Release there is a Receipt indorsed and signed by them the said W. Lord C. for the said 1600*l.* Purchase Monies, as in and by the said Indenture of Lease, Release, and Receipt thereon indorsed, duly executed and signed by them the said W. Lord C. &c. Relation being to them respectively had, more fully may appear: **And whereas** for some particular Reasons it was thought proper and convenient, and signed by all the Parties hereto, (testified by their executing hereof,) that the said Indenture of Lease, Release and Receipt, should before the first Day of October be now executed and signed in Manner as aforesaid, yet notwithstanding such Execution thereof, the said Sum of 1600*l.* Consideration Money in the said Indenture of Release mentioned, and for which such Receipt given as aforesaid, has not been by the said J. S. as yet paid, nor was or is the same intended to be by him paid until Michaelmas-Day now next ensuing; and that until Payment thereof, it was and is further agreed, that they the said W. Lord C. should recover the Rents of all the said Premises, and have the Custody as well of the said Leases and other Deeds relating to the Title of the said purchased Premises, as also the said Indenture of Lease, Release and Assignment thereof, and that then on Payment of the said Purchase Monies, the same should be delivered to the said J. S. and that he from thenceforth should be intitled to, and have and receive the Rents and Profits of all the said Premises, in such Manner as herein after is mentioned: **Now this Indenture witnesseth**, and it is hereby agreed and declared by and between all the Parties to these Presents, that as well the said two Leases, and all the Title Deeds relating to the said purchased Premises, as also the said Indentures of Lease, Release and Assignment thereof, shall remain in the Hands of one of them the said W. Lord C. Sir J. M. and J. B. until Michaelmas-Day now next ensuing; **And** the said J. S. doth hereby acknowledge and declare, that the said Sum of 1600*l.* in the said Indenture of Release mentioned to be by him so paid as aforesaid, has not been by him as yet paid; **And** he the said J. S. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth

covenant,

PART II.

B b b

To bear even Date with Release.

Recitals, viz. The Indenture of Lease and Release, and the Leases short therein.

The Articles for the Purchase.

Consideration of Release, &c.

Also Reasons for executing of the Release before Monies paid, and Agreements touching the same after mentioned.

Present Consideration and Agreements and Covenants, &c. viz. Purchase Deeds to remain in the Sellers Hands until Michaelmas-Day next.

Lease of same Premises for 50 Years, he, &c. shall grant a Lease of Part of said Premises to F. H. and E. C. of which they are to execute a Counterpart, and to build thereon.

J. C. covenants to do his endeavour to get such Lease from R. S.

and after to grant a Lease of such Part to F. H. and E. C.

and a Copy of Lease from R. S. and to produce such Lease.

Covenant to build, and execute a Counterpart of Lease granted by J. C.

Further Agreement as to the Consideration Money on R. S.'s granting such Lease, or in Case he will not grant it.

Time procure a good Lease to be made to him or them from R. S. of, &c. Esq; or his Trustees, of the before mentioned Premises for the Term of 50 Years, (be the same more or less,) that he the said J. C. his Executors or Assigns, or the said R. S. or his Trustees, shall then forthwith duly execute unto the said F. H. and E. C. their Executors, Administrators and Assigns, a good Lease of the Piece of Ground herein after mentioned and described, (being Part of the above leased Premises) for and during all such Term of Years as shall or may be granted therein by the said R. S. at and under the yearly Rent of a Pepper Corn during such Term, and that in such Manner as herein after is for that Purpose mentioned, and by him covenanted to be performed. **And in Consideration thereof,** They the said F. H. and E. C. have agreed to accept of such Lease, and to execute a Counterpart thereof, and also to build such Number of Brick Messuages on the same Piece of Ground, and that in such Manner as is herein after also covenanted to be performed. **Now these Presents witness,** and the said J. C. in Pursuance of his said Agreement, doth hereby for himself, &c. covenant, &c. to and with the said F. H. and E. C. their, &c. in Manner as follows, viz. That he the said J. C. his, &c. shall forthwith use his and their utmost Endeavours to obtain and procure from the said R. S. and his Trustees, a good and sufficient Lease, with the usual, common and reasonable Covenants to be duly executed unto the said J. C. his, &c. of all and singular the Premises comprised in, and demised by the above recited Lease for the Term of 50 Years, or for such other Term or Terms of Years as can or may be obtained or gotten therein; and also that either the said R. S. or his Trustees, or he the said J. C. his Executors, &c. and all Persons whosoever claiming any Estate, Term or Interest, of, in or to the same Premises, from, by, under, or in Trust for the said J. C. his Executors, &c. shall and will within — next after such new Lease by him or them so obtained from the said R. S. and his Trustees as aforesaid, at the Request of the said F. H. and E. C. their Executors, &c. make and duly execute and deliver unto the said F. H. and E. C. one or more good and sufficient Lease or Leases, with the usual, common and reasonable Covenants and Agreements to be therein contained as in such Case accustomed, of **All** that Piece or Parcel of Ground, (being Part of the above mentioned Leasehold Premises,) situate, &c. aforesaid, and containing the Dimensions following, viz. from, &c. together with the free Use, Benefit and Advantage of the Water, and of a Drain to be made for carrying the same from a Well or dipping Place now belonging to the said J. C. all Ways into the said intended to be demised Piece of Ground, (which Drain is hereby agreed to be made and kept only free, cleansed and repaired at the Charges of the said J. C. together with all Ways, Passages, Waters, Water-Courses, Profits, Commodities, Privileges and Appurtenances whatsoever to the same Piece of Ground, belonging or appertaining; **To hold** the same Piece of Ground and Benefit of Water and Premises, for the said Term of 50 Years more or less, or for such other Term or Terms of Years as can, shall, or may be granted by the said R. S. or his Trustees therein, **At** and under the yearly Rent of a Pepper-Corn only, during all such Term or Terms of Years; **And also** (if so required) shall and will then give a true attested Copy of such Lease or Leases, which shall be so made from the said R. S. or his Trustees, to the said J. C. as aforesaid, and likewise a proper Covenant for producing the same at all Times when Occasion requires, to the said F. H. and E. C. their Executors, Administrators and Assigns, and to his and their Counsel and Attornies, or in any Court of Law, for the Maintenance and Justification of their Title to the said Piece of Ground and Premises, to be to them so leased as aforesaid. **And these Presents further witness,** and they the said F. H. and E. C. (in Consideration of such Lease to be to them so made as aforesaid, and also in Pursuance of their said Agreement,) **Do** for themselves severally and respectively, and for their several and respective Executors, Administrators and Assigns, covenant, promise and agree, to and with the said J. C. his Executors, Administrators and Assigns by these Presents, in Manner as follows, viz. That they the said F. H. and E. C. their, &c. shall and will, at their own proper Costs and Charges within — next after the Day of the Date of such Lease to be to them so made of the said Piece of Ground, and possessed as aforesaid, erect, build, and compleatly finish on the same Piece of Ground, at least — good Brick Messuages or Tenements, and also shall and will duly execute a Counterpart of such Lease or Leases to be to them so made by the said J. C. as aforesaid, and fronting, &c. containing, &c. **In Witness, &c.**

Memorandum, It was mutually agreed, before the Execution of the above Articles, by all the Parties to the same, that in case after the Expiration of the above mentioned Term of 21 Years granted to the said J. C. of the above leased Premises, the above named R. S. on making such new Lease of the same Premises as above mentioned, shall insist to have any Money, Rent reserved thereon during the Term of such new Lease, that then and in such case they the said F. H. and E. C. shall duly execute a Bond with sufficient Penalty to the said J. C. his Executors and Assigns, for the Payment to him or them severally, of one Moiety or Half-Part of such

such Money, Rent to be so reserved to the said R. S. in such new Lease to be made from him as aforesaid, the same to commence and be payable from Expiration of the said present Lease; and in case the said R. S. will not grant a Lease to the said J. C. of the said Piece of Ground so agreed for at a Pepper Corn, then the Articles to be void. **As Witnesses** our Hands the Day and Year first above written.

Subsequent Agreements touching the Purchase of two Leases, a Time after executing the Purchase Deeds being given for Payment of the Money and parting with Deeds, &c.

THIS Indenture made, &c. between the Reverend J. S. &c. of the one Part, and the Right Honourable W. L. and Viscount N. Sir J. M. Knt. of the Honourable Order of the Bath, and J. B. of, &c. Executors, &c. of the other Part. **Whereas** by Indenture of Lease and Release and Assignment, the Lease bearing Date the Day next before, &c. and the Release bearing even Date herewith, and both executed before these Presents, and made between the said W. L. and Sir J. M. and J. B. of the one Part, and the said J. S. of the other Part, whereby after reciting in the said Indenture of Release, two several Indentures of Lease of Grant and Demise, made and granted from and by the late and present Bishops of W. of several Lands and Hereditaments therein particularly mentioned unto them the said W. Lord C. Sir J. M. and T. B. and the said E. late Duke of K. the first of which Leases being for three Lives now in Being, and the other for a certain Term of 21 Years therein mentioned; and further reciting, (*inter alia*) certain Articles of Agreement, bearing Date the 11th Day of March then and now lately past, and made between the said W. Lord C. of one Part, and G. B. of, &c. (for and on the Behalf of the said J. S.) of the other Part, whereby they the said W. Lord C. (in Consideration of the Sum of 1600*l.* to be paid to them in Manner as therein is mentioned,) had covenanted and agreed, on or before the first Day of October then and now next ensuing, to convey, assign and assure unto the said J. S. the said two several Indentures of Leases, and the said several Lands, Hereditaments and Premises therein mentioned, and thereby respectively granted and demised, to hold unto the said J. S. his Heirs, Executors and Assigns, from Michaelmas-Day then and now next ensuing, for and during the said three Lives, and the Residue of the said Term of 21 Years then to come, in such Manner as in the said Articles is mentioned; **It is witnessed**, That in Performance of the said Articles, and in Consideration of the said Sum of 1600*l.* paid or secured to be paid by the said J. S. to the said W. Lord C. they the said W. Lord C. &c. have granted, conveyed and assigned unto the said J. S. his Heirs, Executors, Administrators and Assigns, the said several and respective Leases, and the Lands and Hereditaments thereby granted and demised for the said three Lives, and for and during the then and now Residue of the said Term of 21 Years, in such Manner as in the said Indenture of Release is mentioned and expressed; upon which Indenture of Release there is a Receipt indorsed and signed by them the said W. Lord C. for the said 1600*l.* Purchase Monies, as in and by the said Indenture of Lease, Release, and Receipt thereon indorsed, duly executed and signed by them the said W. Lord C. &c. Relation being to them respectively had, more fully may appear: **And whereas** for some particular Reasons it was thought proper and convenient, and signed by all the Parties hereto, (testified by their executing hereof,) that the said Indenture of Lease, Release and Receipt, should before the first Day of October be now executed and signed in Manner as aforesaid, yet notwithstanding such Execution thereof, the said Sum of 1600*l.* Consideration Money in the said Indenture of Release mentioned, and for which such Receipt given as aforesaid, has not been by the said J. S. as yet paid, nor was or is the same intended to be by him paid until Michaelmas-Day now next ensuing; and that until Payment thereof, it was and is further agreed, that they the said W. Lord C. should recover the Rents of all the said Premises, and have the Custody as well of the said Leases and other Deeds relating to the Title of the said purchased Premises, as also the said Indenture of Lease, Release and Assignment thereof, and that then on Payment of the said Purchase Monies, the same should be delivered to the said J. S. and that he from thenceforth should be intitled to, and have and receive the Rents and Profits of all the said Premises, in such Manner as herein after is mentioned: **Now this Indenture witnesseth**, and it is hereby agreed and declared by and between all the Parties to these Presents, that as well the said two Leases, and all the Title Deeds relating to the said purchased Premises, as also the said Indentures of Lease, Release and Assignment thereof, shall remain in the Hands of one of them the said W. Lord C. Sir J. M. and J. B. until Michaelmas-Day now next ensuing; **And** the said J. S. doth hereby acknowledge and declare, that the said Sum of 1600*l.* in the said Indenture of Release mentioned to be by him so paid as aforesaid, has not been by him as yet paid; **And** he the said J. S. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth

To bear even Date with Release.

Recitals, viz. The Indenture of Lease and Release, and the Leases short therein.

The Articles for the Purchase.

Consideration of Release, &c.

Also Reasons for executing of the Release before Monies paid, and Agreements touching the same after mentioned.

Present Consideration and Agreements and Covenants, &c. viz. Purchase Deeds to remain in the Sellers Hands until Michaelmas-Day next.

Purchaser's Declaration that he has not paid Purchase Monies, and that he will pay the same on Michaelmas-Day next.
Sellers to receive Rents of Premises till said Michaelmas Day next.
Covenants from the Grantors, viz.

To pay Rent and Taxes till Michaelmas-Day next, and then to deliver Title Deeds on Payment of the Purchase Monies.
Purchaser from thence to enjoy, &c.

A Proviso if Purchase Money be not paid at Michaelmas-Day next, then these Deeds to be void.

covenant, promise and agree, to and with each of them the said *W. Lord C.* their Executors and Assigns by these Presents, in Manner as follows, viz. That he the said *J. S.* his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid unto the said *M. Lord C.* some or one of them, or to the Executors or Assigns of the Survivor of them, at or in the now Dwelling House of, &c. the Sum of 1600*l.* of, &c. on the said Michaelmas-Day now next ensuing, or within — Days then next following, without any Deduction or Abatement whatsoever, (other than and except in Case all or any the Contingencies shall happen, as in the before mentioned Articles are excepted touching the three Lives, in Manner as therein mentioned.) And also, That it shall and may be lawful, to and for them the said *W. Lord C.* their Executors and Assigns, from henceforth peaceably and quietly to have, receive and take the clear Rents, Issues and Profits of all and singular the said Leasehold Premises so purchased as aforesaid, until the said Michaelmas-Day now next ensuing, according to the true Intent of these Presents, and of the before mentioned Articles for that Purpose; any Thing in the said in Part recited Indenture of Release contained to the contrary thereof notwithstanding: And each of them the said *W. Lord C.* for themselves, their Executors and Assigns, do and doth covenant, promise and agree, to and with the said *J. S.* his Heirs and Assigns by these Presents, in Manner as follows, viz. That they the said *W. Lord C.* some or one of them, shall and will pay the several Rents, and perform the Covenants in the before mentioned several Leases reserved and contained on the Lessees Part to be paid and performed; And also discharge all Taxes due and payable for said purchased Premises until Michaelmas-Day now next ensuing; And also shall and will (on Payment of the said Sum of 1600*l.* Purchase Money, in Manner as aforesaid,) deliver, or cause to be delivered unto the said *J. S.* his Heirs, Executors or Assigns, as well the said two Leases, and all other the Title Deeds now in their or any of their Custody or Power relating to the said purchased Premises, as also the before mentioned Indentures of Lease and Release and Assignment thereof, safe, whole and uncanceled, (Fire and all other inevitable Accidents only excepted.) And further also, That it shall and may be lawful, to and for the said *J. S.* his Heirs, Executors and Assigns, on Payment of the said 1600*l.* Purchase Monies, in Manner as aforesaid, from Michaelmas-Day now next, to have, hold, possess and enjoy all and singular the said purchased Premises, and to receive and take the Rents and Profits thereof, according to the true Intent and Meaning of the said Indenture of Release for that Purpose; any Thing to the contrary thereof notwithstanding. **Provided always, and lastly,** It is hereby expressly agreed and declared by and between all the Parties hereto, and the true Intent and Meaning of them, and of these Presents is, That in case Default shall happen to be made in Payment of the said Sum of 1600*l.* Purchase Monies, or of any Part thereof, on or before Michaelmas-Day now next, or within the said — Days then next after, according to the true Intent of the said Articles and of these Presents, that then and in such Case the said herein before in Part recited Indenture of Lease and Release, and the Conveyance and Assignment thereby made of the said purchased Hereditaments and Premises, shall from henceforth be null, void, and of no Effect; any Thing to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

An Agreement (by Deed Poll) between Landlord and Tenant, whereby Tenant surrenders up Part of Premises to Landlord, and he in Consideration thereof releases to the Tenant Part of his Rent.

Indorsed on the Back of the Lease:

To all Persons, &c. the within named A. and B. send Greeting.

Whereas the said *A.* having Occasion now to use, occupy and enjoy a Stable and Hay-Loft, and also a Piece of Ground lying before the same, as the said Piece of Ground is now stabled and set out, (being Part of the within demised Premises,) they the said *A.* and *B.* have come to a mutual Agreement touching the same in Manner as follows, viz. That he the said *B.* shall surrender and yield up all his Estate, Right, Term of Years and Interest of, in and to the said Stable, Hay-Loft and Piece of Ground unto the said *A.* for the now Residue of the within granted Term of 21 Years in such Manner as herein after is mentioned; And that he the said *A.* in Consideration thereof, shall abate and discharge unto the said *B.* the yearly Sum of 40*s.* out of the within reserved yearly Rent of 12*l.* payable to him by the said *B.* in such Manner as herein after also is mentioned. **Now know ye, And these indorsed Presents witness,** That the said *B.* (in Pursuance and Performance of his Part of the said recited Agreement, and for and in Consideration of the Sum of 5*s.* of, &c. to him paid by the

the said *A.* at or before the executing hereof, the Receipt whereof is by him hereby acknowledged,) **Doth** and by these Presents he the said *B.* **Doth** freely, clearly and absolutely surrender, assign and yield up unto the said *A.* all that the above and within mentioned Stable, Hay-Loft and little Piece of Ground lying before the said Stable; and as the said Piece of Ground is now staked and set out, (being Part of the within demised Premises,) together with all Ways, Passages, Waters, Water-Courses, Profits, Commodities and Appurtenances whatsoever, to the said hereby surrendered Premises belonging and therewith now used, occupied and enjoyed, and all the Estate, Right, Title, Interest, Term of Years to come, Possession, Proper y, Claim and Demand whatsoever of him the said *B.* of, in and to the said hereby assigned Premises by Virtue of the within written Indenture of Lease or otherwise howsoever; **To have** and to hold the said Stable, Hay-Loft, Piece of Ground and Premises hereby surrendered and assigned, or mentioned or intended so to be, with their Appurtenances, unto the said *A.* his Executors, &c. from henceforth for and during all the rest and Residue of the said Term of 21 Years, which is now to come and unexpired, and that in as full, large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as he the said *B.* his Executors or Administrators, could or might have had, held, occupied and enjoyed the same, in Case these Presents had not been made, **At** and under the yearly Rent of one Pepper-Corn, (if lawfully demanded.) **And these Presents further witness,** That the said *A.* (in Pursuance and Performance of his Part of the said recited Agreement; and in Consideration of the Surrender so made to him by the said *B.* of the said Stable, Hay-Loft and Piece of Ground as aforesaid, **Doth**, and by these Presents he the said *A.* **Doth** for himself, his Heirs, Executors and Administrators, freely, clearly and absolutely relinquish, abate, release and discharge the said *B.* his Executors, Administrators and Assigns, from henceforth during the now Residue of the said within granted Term of 21 Years, of and from Payment of the yearly Sum of 40s. (being Part of the yearly Rent of 12l. by the said Indenture of Lease reserved and made payable to him the said *A.*) and also of and from all Actions, Suits, Distresses, Troubles, Claims and Demands whatsoever of him the said *A.* touching or concerning the same: **Nevertheless,** It is hereby mutually agreed and declared by and between them the said *A.* and *B.* and they the said *A.* and *B.* for themselves and for their respective Executors, Administrators and Assigns, covenant, &c. that all the Residue of the within demised Premises shall from henceforth stand and be subject and liable to the Payment of the yearly Rent or Sum of 10l. (Residue of the yearly Rent of 12l.) by the said *B.* his Executors and Administrators, unto the said *A.* his Executors and Assigns, payable on the Days within mentioned; and also to the several Covenants, Conditions and Agreements in the said within written Indenture contained, and which from henceforth as well on the Lessor's, as also on the Lessee's Part, are to be paid, allowed, done and performed according to the true Intent and Meaning of the said Indenture, save and except only as to his the said *B.*'s Payment of the said yearly Sum of 40s. (Part of the said yearly Rent of 12l.) so hereby abated and released as aforesaid, and also except all Manner of Reparations whatsoever from henceforth made, done and performed by him the said *B.* his Executors and Administrators, according to his within mentioned Covenant for repairing the Premises as to the said Stable and Hay-Loft, so by him the said *B.* surrendered up to the said *A.* as aforesaid. **In Witness,** &c.

An Agreement that a Lessee will leave his House, and deliver up his Lease to be cancelled at a Day agreed on, and before the Expiration of his Term; and in Consideration thereof, the Lessor covenants that the Lessee shall be discharged from Rent due, and that if his Wife, &c. be sick, they may stay till they can be safely removed.

Agreed the, &c. **Between** *J. L.* &c. of the one Part, and *A. H.* of, &c. of the other Part, as followeth, *viz.*

Whereas the said *J. L.* doth now dwell in a Messuage or Tenement of and belonging to the said *A. K.* situate in, &c. which he holds by Virtue of a Lease granted to him from *P. S.* which expires on the Feast-Day of St. Michael next ensuing the Date hereof; **Now** the said *J. L.* for the Considerations here under mentioned, **Doth** hereby for himself, his Executors and Administrators, covenant and agree, to and with the said *A. K.* his Heirs and Assigns, that he the said *J. L.* his Executors and Administrators, will on or before the, &c. now next ensuing, leave and deliver up the actual Possession thereof unto the said *A. K.* his Heirs or Assigns, with all Things which are fixed and belonging thereunto, and according to the Tenor of the said Lease, and will then also deliver up the said Indenture of Lease to be cancelled:

Recital of
J. L.'s living
in a House
held by Lease.
Covenant to
leave the Pre-
mises, &c.

Covenant to
discharge the
Rent.

And that if
any of the
Lessee's Fa-
mily be sick
at the Time of
leaving the
Premises,
they may stay
in such an
Apartment.

called: **In Consideration** whereof the said *A. K.* for himself, his Heirs and Assigns, doth hereby covenant and agree with the said *J. L.* his Executors and Assigns, as followeth, viz. That he the said *J. L.* his Executors and Administrators, shall be released and discharged from all Rent due, and which shall become due for the said Premises, from *Michaelmas* last to the said last Day of — next, by Virtue of the said recited Lease; any Reservation, Covenant or Thing therein contained to the contrary notwithstanding; and at the same Time of surrendering the said Lease to the said *A. K.* he the said *A. K.* will deliver up the Counterpart thereof to be cancelled. **And further,** That in Case the said *J. L.* or his Wife, or any of his Children, shall happen to be sick at such the said Time of his leaving the said House and Premises, so as it may endanger his or her Life to remove therefrom; in such Case such of them as shall be so sick, shall have the Use of the Room (*over such a Place*) until he or she can be safely removed without Prejudice to his or her Healths. (*Add a Penalty.*) **In Witness, &c.**

Thirdly, **Agreements for the Sale of Household Goods and Merchandizes, Trees, Wood, Timber, granting Annuities, transferring Stocks, assigning Incumbrances, &c.**

Articles for Sale of Household Goods, &c. as they shall be appraised.

Articles, &c. Between A. of, &c. and B. of, &c.

FIRST, It is hereby mutually covenanted and agreed by and between the Parties to these Presents, that all and singular the Household Goods, Utensils and Implements of Household Furniture, which are the Property of and belong to her the said *A.* and now are about or belonging to a Messuage now in her Occupation, called, &c. subject, &c. shall at the joint and equal Charge of them the said Parties be appraised and valued by *C.* and *D.* (being two Persons chosen by each of the said Parties as Appraisers for that Purpose) on or before the — Day of this Instant — on or before which Day they the said Appraisers shall in Writing by them signed give their Valuation of the said Goods to the said Parties hereto; and in Case the said Appraisers shall differ in such Valuation, then they shall elect and choose a third skilful indifferent Person as an Umpire to determine and value the same, whose Valuation thereof within three Days next after his Election shall be conclusive and final therein to each of the said Parties hereto, so as such his Valuation be by him then signed and given, or tendered to the said Parties. **And** the said *A.* doth hereby covenant with the said *B.* that she the said *A.* (immediately after such Valuation made by the said Appraiser or Umpire of the said Goods) shall and will make an absolute Bill of Sale, and give Possession of all the said Goods so valued unto the said *B.* at the Price or Sum of Money the same shall be so appraised and valued at as aforesaid. **And** the said *B.* doth hereby covenant with the said *A.* that he the said *B.* will accept and take the said Goods at the Price the same shall be so appraised and valued at as aforesaid; and that he the said *B.* at the Time of her the said *A.*'s executing such Bill of Sale, and delivering him quiet Possession of the said Goods, according to such Valuation thereof, shall and will then pay or sufficiently secure to be paid to the said *A.* the Sum of Money for which such Goods shall be so valued at as aforesaid. **And lastly,** for true Performance, &c. (*Penalty.*) **In Witness, &c.**

Another for a Sale of Goods, according to an Appraisement to be made.

WHEREAS *J. W.* &c. is intitled to and possessed of the several Goods and Things following, viz. (*here insert the Particulars*) which said Goods are now in a Messuage, &c. **Now it is mutually agreed** between the said *J. W.* and *W. W.* of, &c. That all the said Goods and Things shall within, &c. be appraised and valued by two Persons, which the said Parties shall and will within the Time aforesaid nominate and choose for that Purpose; and according to such the Appraisement or Valuation, and at and for the Sum which the said Goods shall so amount unto, the said *J. W.* doth agree to sell or assign his Right and Title to the said Goods unto the said *W. W.* and upon executing such Sale or Assignment of the said Goods, and his Right in and to the same, the said *W. W.* doth agree and covenant to and with the said *J. W.* to pay the Sum of Money which upon such Appraisement as aforesaid the same shall so amount unto.

Agreement for the Sale of a Quantity of Goods or Merchandize expected from abroad, and to deliver the same on the Ship's Arrival; and if more in Quantity arrives, the above Purchaser to have the Preference in buying the Surplus.

Agreed the, &c. Between T. S. of, &c. of the one Part, and J. H. of, &c. A. W. T. G. and J. B. &c. of the other Part, as followeth, viz.

THE said T. S. for the Consideration herein under mentioned, doth hereby sell unto the said J. H. A. W. &c. 250 Lasts of good Merchantable *Russia Tar*, accounting the Lastage thereof according to Custom, if the said T. S. shall have the said Quantity of Tar arrive at *London* from *A.* in *R.* by the next Ships from thence, after the Date hereof. And the said T. S. for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said J. H. &c. their Executors, Administrators and Assigns, jointly and severally, That he the said T. S. his Executors or Administrators, shall and will within — Days after the Arrival of the next Ships from *A.* into the River of *T.* after the Date hereof, deliver or cause the said — Lasts of Tar so sold as aforesaid, to be delivered unto the said J. H. &c. their Executors, Administrators or Assigns, or to their Order, or to some or one of them, at, &c. or at their several Wharfs in or near *L.* if he shall have the said Quantity arrive at *L.* by the next Ships as aforesaid. **I**n Consideration of which said — Lasts of Tar so sold and delivered as aforesaid, the said J. H. &c. do hereby for themselves, their Executors, Administrators and Assigns, jointly and severally covenant, promise and agree, to and with the said T. S. his Executors, Administrators and Assigns, that they the said J. H. &c. their Executors, Administrators or Assigns, or some of them, shall and will truly pay or cause to be paid unto the said T. S. his Executors, Administrators or Assigns, so much lawful, &c. as the said Tar shall amount unto, at and after the Rate of — per Last, accounting the Lastage thereof according to Custom, within — after Delivery thereof as aforesaid. **A**nd it is agreed between the said Parties, That if the said J. H. &c. shall pay the said Monies which the said Tar shall amount unto, immediately after the Delivery thereof, that then the said T. S. shall and will discount and allow thereout, after the Rate of — per Cent. per Ann. for prompt Payment. **A**nd it is agreed between the said Parties, and the said T. S. for himself, his Executors and Administrators, doth covenant and agree with the said J. H. &c. their Executors, Administrators and Assigns, jointly and severally, That if the said T. S. shall have a greater Quantity of Tar than the said — Lasts arrive as aforesaid by the next Ships from *A.* so as the same do not exceed — Barrels in the Whole, including the said — Lasts, (which the said T. S. promises his whole Importation by the next Ships shall not exceed) in such Case the said J. H. &c. shall for — Days Time after Arrival of the said Tar, have the Preference before any other to buy the said further Quantity of Tar at the Rate of — per Last, and to pay for the same in — after Delivery as aforesaid. (*Mutual Penalties may be added.*) **I**n Witness, &c.

Agreement for the Sale and Delivery of a Parcel of Goods of such Patterns on Arrival of a Ship's Freight, free and clear from Damage, and that the Purchaser on Notice of the Ship's Arrival shall receive and pay for the same, and pay the Duty on Importation.

Agreed, &c. Between N. G. of the one Part, and J. S. of the other Part, as follows, (that is to say,)

THE said N. G. for himself, &c. doth covenant, &c. to and with the said J. S. his, &c. that he the said N. G. for the Considerations, and at the Price here under mentioned, shall and will deliver, or cause to be delivered unto the said J. S. his, &c. in the River of — Freight free, and clear from Damage — lb. Weight of — of the several Sorts, and agreeable to the several Patterns hereunto annexed: **A**nd the said J. S. for himself, &c. doth covenant, promise and agree to and with the said N. G. his, &c. that he the said J. S. his, &c. shall and will upon Notice to him or them given by the said N. G. his, &c. of the said — being arrived in the River of *T.* receive, or cause the same to be received, from aboard such Vessel wherein the same shall be imported, or shall then be; and shall and will well truly pay or cause to be paid unto the said N. G. his, &c. so much lawful, &c. as the said — lb. Weight of — shall amount unto, at the Rate of — per Pound; **A**nd shall and will also bear, pay and

and discharge all the Custom-Duties and other Charges to be paid for and in Respect of the said — after their Arrival in the River of T. Freight excepted. (*Penalties may be added.*) In Witness, &c.

Agreement for the Sale of a Quantity of Goods, if the Factors have them by them at the Ship's Arrival at such a Place.

Agreed the, &c. Between G.W. and T.S. of, &c. of the one Part, and T.N. of, &c. of the other Part, as followeth, (that is to say,)

Covenant that a Merchant's Factors shall deliver on Board a Quantity of Tar on the Ship's Arrival.

Covenant that the same shall be received on Board.

And Bills of Lading delivered.

And to pay for the Tar after such Rate.

And that if the Factors have not any Tar by them on the Ship's Arrival, this Agreement to be void, &c.

THE said G.W. and T.S. do hereby for themselves, their Executors, Administrators, Factors or Assigns, covenant, promise and agree to and with the said T.N. his Executors and Assigns, that H.S. and O.M. Merchants at A. the Factors of the said G.W. and T.S. shall within — Days after the next Arrival of the Ship V. H.R. Master, at A. after the Date hereof (to which Place she is now bound) deliver, or tender to be delivered on Board the said Ship, for the proper Account and Risque of the said T.N. at L. six Barrels of Tar, of the same Goodness and Size as are usually sold and delivered at A. to the *Hollanders* upon Contract; and likewise such further Quantity of the said Tar as the said H.R. shall require, not exceeding four Barrels, if the said H.S. and O.M. shall within the Time aforesaid have the six Barrels, and any such further Quantity thereof at A. not sold or disposed of, or any less Quantity of Tar which they shall then have not so sold or disposed of upon the said Ship's Arrival there, as hereunder is mentioned: **And** the said T.N. his Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said G.W. and T.S. their Executors and Assigns, jointly and severally, that the said six Barrels, and what further Quantity of Tar the said H.S. and O.M. shall have ready, and shall deliver, or tender to be delivered on Board the said Ship, within — Days after her Arrival at A. or any such less Quantity as aforesaid shall be received on Board the said Ship, for the Account of the said T.N. as aforesaid: **And** that he the said H.N. or the Master of the said Ship for the Time being, shall sign Bills of Lading for what shall be so received on Board her, to be delivered to the said T.N. or his Order in L. and that he the said T.N. his Executors and Administrators, shall and will stand to and bear all Risques and Damages thereof after the same shall be so shipped: **And also** that the said T.N. his Executors, Administrators or Assigns, within — Days after the said Bills of Lading for the said Tar shall be received by or delivered to the said T.N. his Executors or Administrators, by or from the said G.W. and T.S. or either of them, he the said T.N. his Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said G.W. and T.S. their Executors or Assigns, in L. so much lawful, &c. as the Tar, which shall be so delivered on Board the said Ship, and for which the said Bills of Lading shall be signed as aforesaid, shall amount to, at and after the Rate of — per Barrel. **And lastly**, it is declared and agreed by and between the said Parties, That in Case the said H.S. and O.M. shall not have any Tar by them, or that what Tar they shall have by them shall happen to be sold or disposed of at the Arrival of the said Ship at A. that then and in either of the said Cases these Presents, and every Thing therein contained, shall be void and of none Effect; any Thing aforesaid to the contrary notwithstanding. **And it is further agreed** by and between all the said Parties to these Presents, That the said T.N. shall pay all Charges of shipping on Board the said Goods, not exceeding two per Cent. In Witness, &c.

Agreement that the Trees on an Estate sold shall be valued, and the Value paid by the Purchaser of the Estate.

Articles of Agreement, &c. Between W.R. of, &c. Gent. of the one Part, and J.T. of London, Gent. and C.T. of the City of *Chichester*, Widow, Mother of the said J.T. of the other Part, as followeth.

Recital of Agreement for a Purchase of Lands, that the Trees thereon should be valued, and the Value paid to the Bargainor;

WHEREAS the said W.R. did lately agree with the said J.T. and C.T. for the Purchase of all that, &c. and did agree also that he the said W.R. should pay for all Trees growing upon the Premises agreed to be purchased as aforesaid, (other than Pollard and Fruit-Trees, and such Trees which are not worth in Value 3 s. a-piece) such further Sum of Money as the said Trees (other than and except as aforesaid) should be appraised and valued at by H.H. &c. (Appraiser nominated by the said J.T. and C.T.) and G.B. of, &c. (Appraiser nominated by the said W.R.) and in Case they should not agree in the Value of the said Trees agreed to be paid for as aforesaid, then such further Sum of Money as a third Person, to be chosen by the said H.H. and G.B. should value the same Trees at: **And whereas** in Pursuance of

of the said Agreement the said Messuages, Lands and Premisses agreed to be purchased as afore-
 said, have at the Request of the said *W. R.* been conveyed unto and to the Use of him and
 one *W. J.* and their Heirs; and the said Sum of 1680*l.* hath been paid to the said *J. T.* and
C. T. by the said *W. R.* but the said Trees agreed to be paid for as aforesaid have not yet been
 valued: **Now these Presents witness,** that it is hereby declared and agreed by and be-
 tween the said Parties to these Presents, as followeth, *viz.* That the said *H. H.* and *G. B.*
 shall make and declare their Valuation of the said Trees agreed to be paid for as aforesaid on
 or before the first Day of *March* next ensuing the Date of these Presents; and in Case they
 shall not agree in the Valuation of the Trees to be valued as aforesaid on or before the same Day,
 that then they shall forthwith nominate and agree upon a third Person to make his Valuation
 of the said Trees agreed to be valued as aforesaid, which Valuation shall be made and declared
 on or before the 10th Day of *March* next ensuing the Date of these Presents. **And** the said
W. R. for himself, his Heirs, Executors and Administrators, doth hereby covenant and agree
 to and with the said *J. T.* and *C. D.* their Executors and Administrators, that he the said
W. R. his Executors or Administrators, shall and will within the Space of 20 Days next after
 the said *H. H.* and *G. B.* shall have declared such their Valuation, to be made by them as afore-
 said; or in Default of such Valuation, then within the Space of 20 Days next after such third
 Person to be nominated as aforesaid, shall have declared such his Valuation to be made as afore-
 said, well and truly pay or cause to be paid unto the said *J. T.* and *C. T.* their Executors, Ad-
 ministrators or Assigns, such Sum of lawful Money of *England*, as by such Valuation which
 shall be made and declared as aforesaid, the said Trees agreed to be valued as aforesaid, shall
 amount unto. **And** the said *J. T.* for himself, his Heirs, Executors and Administrators, and
 the said *C. T.* for herself, her Heirs, Executors and Administrators, do, and each of them
 doth covenant, declare and agree, to and with the said *W. R.* his Heirs, Executors, Admi-
 nistrators and Assigns, by these Presents, as followeth, *viz.* That they the said *J. T.* and *C. T.*
 shall and will accept of such Sum of Money as the said Trees agreed to be valued as aforesaid,
 by such Valuation as shall be made and declared as aforesaid, shall amount unto, in full Satis-
 faction for such Trees; and also shall and will on Receipt of such Sum acquit, release and dis-
 charge the said *W. R.* and *W. J.* their Heirs, Executors, Administrators and Assigns, of and
 from all Contracts and Agreements for, touching or concerning such Trees, to be valued as
 aforesaid, in such Manner as their or any of their Counsel learned in the Law shall reasonably
 advise or devise and require; and shall and will on or before such Receipt deliver or cause to be
 delivered unto the said *W. R.* his Heirs or Assigns, all such Deeds, Evidences and Writings as
 touch or concern the said Premisses conveyed as aforesaid, which they the said *J. T.* *C. T.* and
W. V. Gent. their Agent or Attorney, or any of them, have or hath in their or any of their
 Custody or Power, or which they or any of them can come by without Suit in Law or Equity.
Provided always, that if either of the said Appraisers nominated as aforesaid, or such
 third Person to be nominated as aforesaid, shall die before any such Valuation as afore-
 said shall be made and declared as aforesaid, then and in such Case some other Person or
 Persons shall immediately after such dying be nominated in the Room or Stead of such Per-
 son or Persons so dying, by such Person or Persons who had before nominated such Person
 or Persons so dying; and in Case of any such new Nomination or Nominations, Time shall
 be allowed for making a Valuation of the said Trees agreed to be valued as aforesaid, and
 for Payment of the Monies agreed to be paid for the same personally to the respective
 Times herein before particularly mentioned and allowed for making a Valuation of the said
 Trees, and for Payment of the Monies agreed to be paid for the same. **And** for the true Per-
 formance of such of the Covenants and Agreements herein before contained, which on the Part
 and Behalf of the said *W. R.* his Heirs, Executors or Administrators, ought to be performed, ac-
 cording to the true Intent and Meaning of these Presents, he the said *W. R.* doth hereby
 oblige and bind himself, his Heirs, Executors and Administrators, unto the said *J. T.* and
C. T. their Executors, Administrators and Assigns, in the Penal Sum of 1200*l.* (*The like Co-*
venant from J. T. and C. T. to the said W. R.) **In Witness, &c.**

that the Lands
 have been ac-
 cordingly
 conveyed, but
 the Trees have
 not yet been
 valued.

Agreement to
 make a Val-
 uation, or re-
 fer the same
 to a third
 Person.

Covenant to
 pay according
 to the Valua-
 tion.

Covenant to
 accept the
 same, and sign
 an Acquit-
 tance,

and deliver up
 Deeds concern-
 ing the
 Premisses con-
 veyed.

Proviso in
 Case of Death
 of any of the
 Appraisers.

Penalty.

Indorsed on the said Articles.

Memorandum, That before the Sealing of the within written Articles it was agreed be-
 tween the Parties thereto, that such Person or Persons, who by Virtue of the within Ar-
 ticles shall make and declare a Valuation of the Trees thereby agreed to be valued, shall also
 make and declare a Valuation of all such Trees (other than Fruit-Trees and Pollards) as are
 growing upon the Lands and Premisses agreed to be purchased, as in the within written Ar-
 ticles is mentioned, which they shall find to be worth more than 2*s.* 6*d.* a-piece, and not
 worth 3*s.* a-piece; and in Case such Trees upon such Valuation shall amount in Value to more
 than 30*l.* that then the said *W. R.* his Executors or Administrators, shall pay unto the said
J. T.

Memorandum
 as to the Value
 of the Trees.

J. T. and C. T. their Executors or Administrators, such Sum of Money as the same Trees worth more than 2s. 6d. a-piece, and not worth 3s. a-piece, shall upon a Valuation to be made thereof as aforefaid amount to more than 30l.

Agreement for the Sale of a Parcel of Trees growing, and Liberty to cut down and carry them away, &c.

Articles of Agreement indented, &c. Between R. H. of — of the one Part, and E. M. of — Timber-Merchant, of the other Part, in Manner following, (that is to say,)

Sale of Timber Trees.

Liberty to cut them down and take them away, &c.

Covenant to take them away and pay the Purchase Money.

FIRST, The said R. H. in Consideration of — to him in Hand paid at, &c. by the said E. M. the Receipt, &c. and in Consideration of the further Sum of — to be paid him by the said E. M. his Executors or Administrators, as hereunder is mentioned, **Doth** granted, bargained and sold, and by, &c. **Doth** bargain and sell unto the said E. M. his Executors, Administrators and Assigns, — of the Oak Trees now standing and growing in and upon the Lands and Grounds belonging to the several Farms, called — or any of them, in the Parish of, &c. now in the Tenure, &c. which the said E. M. his Executors or Assigns, shall think fit to chuse, and take from all or any of the said Farms, and the Lands and Grounds thereunto belonging, or to any of them, together with the Tops and Bark of and belonging to the said — Trees hereby sold. **And** the said R. H. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said E. M. his Executors, Administrators and Assigns, by these Presents, that at all or any Time or Times, until the, &c. which will be in the Year of, &c. he the said E. M. his Executors, Workmen, Servants, or Assigns, shall and may have free Liberty of Ingress, Egress and Regress, into and from all or any Part of the Lands and Grounds belonging to the Farms aforefaid, or any of them, with Horses, Carts and Carriages, to chuse, take, sell, cut down and carry away the said — Trees, and the Tops and Bark thereof, to and for his and their own Use and Uses; and like Liberty to make and dig Saw-Pits in convenient Places in the said Grounds, and therein to saw, cut out and convert all, or so many of the said Trees as he or they shall think fit, for the better Conveniency of Carriage thereof. **And** the said E. M. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said R. H. his Executors, Administrators and Assigns, by these Presents, as followeth, (that is to say,) That within the Time aforefaid he the said E. M. his Executors, Administrators, Servants or Assigns, will chuse out, and at his and their own Charge fell, cut down and carry away the said — Trees so sold to him as aforefaid; and in Consideration, and in full for the Purchase thereof, shall and will truly pay or cause to be paid unto the said R. H. his Executors, Administrators or Assigns, the Sum of — in the Manner following, *viz.* — Part thereof on the, &c. next ensuing the Date of these Presents, and the remaining Sum of, &c. on the, &c. then next following. (Penalty.) **In Witness, &c.**

Another.

Liberty to cut and carry them away, &c.

and to dig Saw-Pits.

Peaceable Enjoyment.

AS in the last to the Parcels. All those 500 Oak Timber-Trees and two Elm Trees marked with the Letters E. M. with the Boughs, Tops and Bark to them and every of them belonging, now standing, growing and being in or upon the Farms and Lands of him the said R. H. lying and being in the Parishes of S. and A. in the County of S. **To have and to hold** all and singular the said Trees, with the Boughs, Tops and Bark thereof, unto the said E. M. his Executors, Administrators and Assigns, as his and their own proper Goods and Chattels, and to his and their own Use and Uses, from henceforth for ever. **Item,** The said R. H. doth hereby covenant, promise and agree, to and with the said E. M. his Executors and Assigns, that it shall and may be lawful to and for the said E. M. his Executors, Administrators and Assigns, and his and their Servants and Workmen, with Horses, Carts and Carriages, from Time to Time, and at all convenient Times, until the — Day of — which shall be in the Year, &c. to enter and come into and upon the Farms and Lands where the said Trees or any of them are now standing and growing, there to fell, cut down, grub up, hew, saw, work out, convert and carry away all and every the said Trees before hereby bargained and sold, and the Boughs, Tops and Bark thereof; and to dig and make Saw-Pits in the same Lands for the converting the same Trees, (doing as little Hurt, Damage or Spoil thereby as possibly may be): And that he the said E. M. his Executors, Administrators and Assigns, shall and may at all Times hereafter peaceably and quietly have, hold, take, possess and

and enjoy all and every the before mentioned Trees, and the Boughs, Tops and Bark thereto belonging, without any Let, Suit, Claim, Interruption or Disturbance of or by the said R. H. his Heirs, Executors or Administrators, or any Person or Persons lawfully claiming, or which shall or may claim the same, by, from or under him or them. **Item,** The said E. M. in Consideration of the Premises, doth hereby covenant, promise and agree, to and with the said R. H. his, &c. that he the said E. M. his, &c. shall and will well and truly pay or cause to be paid unto the said R. H. his Executors, Administrators or Assigns, the said Sum of 70*l.* on the — Day of — now next ensuing, **And also** that he the said E. M. his, &c. shall and will within the Space of one Month next after the said — Day of, &c. fill up all such Saw-Pits as shall for the Purposes aforesaid have been before that Time made by him or his Servants, or Workmen, on any of the Lands or Grounds aforesaid; and shall and will by the Time aforesaid carry off all the said Trees, and the Timber, Bark, and other Stuff thereby arising, and clear the said Lands and Grounds from the same; **AND** that if the said Trees, or the Timber, Bark, and other Stuff thereby arising, shall not by the Time aforesaid be carried off the said Lands and Grounds, and the Saw-Pits so filled up as aforesaid, that then and in such Case he the said E. M. his Executors and Administrators, shall and will answer, pay and make good unto the Tenants of the Premises all such reasonable Damage as shall be sustained by them, or any of them, for or by Reason or Means, or on Account thereof. **In Witness,** &c.

The like of several Acres of Underwood.

Agreed, &c. Between, &c.

THE said P. J. for Considerations here under mentioned, doth sell to the said L. S. all the Underwood growing and being upon — Acres of Ground, now in the Occupation of J. G. in, &c. within the Manor of C. belonging to the said P. J. **And** the said P. J. &c. doth hereby covenant, &c. (*Liberty to cut down and take away the Wood. Vide the foregoing Precedents.*) **And** the said L. S. for himself, &c. doth covenant, &c. that he the said L. S. his Executors or Administrators, in Consideration of the said Underwoods so sold as aforesaid, shall and will truly pay or cause to be paid unto the said P. J. her Executors, Administrators or Assigns, the Sum of — of lawful, &c. on the said, &c. which will be, &c. **And** likewise that he the said L. S. his Executors, Servants or Assigns, shall and will cut the said Underwoods in such Manner as the same are usually cut and felled in the said Manor, without doing or committing any Hurt or Spoil to any other the Woods belonging to the said P. J. or otherwise. (*Penalties.*) **In Witness, &c.**

Another for the Sale of a Parcel of Trees, wherein the Purchasers are to provide Vessels to carry them from the Seller's Wharf.

Agreed, &c. Between T. R. of the one Part, and H. D. and T. C. of the other Part, viz.

THE said T. R. for the Considerations, &c. doth sell, &c. (*Vide the last Precedent.*) **And** the said H. D. and T. C. covenant with the said T. R. That they will provide Hoys, or Vessels, to take and receive the said Timber-Trees from the said T. R.'s Wharf, from Time to Time, as the same shall be ready there, within the Time aforesaid. **And** the said H. D. and T. C. or some or one of them, will pay, or cause, &c. unto the said T. R. — per Load for every Load thereof, square Measure, and proportionably for a lesser Quantity than a Load, as followeth, &c. — thereof on the, &c. and the Remainder of the said Money which the said Timber shall amount unto, by the Measure thereof as aforesaid, on the — next following. (*Penalty.*) **In Witness, &c.**

The like of Timber to be chosen by the Purchaser out of a Parcel on a Wharf; and if any Pieces fall short of what they are marked at, Allowance to be made by the Seller.

Agreed, &c. Between E. L. of, &c. of the one Part, and J. T. of the other Part, as followeth, viz.

THE said E. L. &c. in Consideration of the Sum of —, to them in Hand paid at the Sale of Timber, to be Sealing and Delivery hereof, by the said J. T. in Part for the Timber here under mentioned, chosen by the Purchaser

out of a Parcel on a Wharf, an Agreement to deliver the same. Covenant to pay the Purchase Money. Agreement that if any of the Pieces fall short of what they are marked at, Allowance to be made.

tioned, the Receipt, &c. and for the further Consideration here under mentioned, do sell unto the said J. T. — Loads of Oak Timber, to be taken and chosen by the said J. T. out of the whole Parcel of Timber belonging to the said E. L. and Partners, and now lying on (such a Wharf) belonging to Mr. H. S. at the Rate or Price of — per Load; And doth agree and promise to and with the said J. T. to deliver all the said Timber to the said J. T. or Assigns, at the Wharf aforesaid, when, and at such Times as he or they shall demand, or think fit to take the same, or any Part thereof. In Consideration whereof, the said J. T. for himself, &c. doth hereby covenant, &c. that he will pay, or cause to be paid, unto the said E. L. his Executors or Assigns, over and above the said — paid at Sealing hereof, all the remaining Part of the Monies which the said Timber shall amount unto, at the said Price of — per Load, as the same shall measure upon the Wharf, as followeth, viz. (so much on such a Day, &c.) And it is agreed, that if any of the Pieces of the said Timber shall fall short of the said Measure as they are marked at, the said E. L. shall make good the Measure thereof to the said J. T. or allow and deduct for the same out of the Money to be paid as aforesaid. (Penalty.) In Witness, &c.

For the Sale of several Parcels of Oak Planks, the Dimensions described, to be delivered to the Purchaser at his own Wharf, the Seller to pay Lighterage; a Person agreed on to measure it. Payment to be on Delivery of each Parcel, or no more to be delivered.

Agreed, &c. Between T. C. of the one Part, and J. W. of the other Part, as followeth, viz.

Sale of Planks of such Dimensions,

and Delivery of the same at the Purchaser's Wharf.

The Seller to be at the Charge of Lighterage. The Purchaser to receive the same,

and pay so much per Load, &c.

Person agreed to measure it.

Agreement in Case of Non-payment on Delivery of each Parcel.

The said T. C. for the Considerations, and at the Price here under mentioned, doth sell unto the said J. W. — Loads of — Inches Oaken Plank, to mete by Computation, one Plank with another, at — Feet in Length, and none less than — Feet, and to mete as aforesaid at the Top Ends — Inches in Breadth, and none less than — Inches; And that he the said T. C. will deliver — Loads of the said Plank to the said J. W. at his Wharf at, &c. within — Days after the Date hereof, if required by the said J. W. and all the rest of the said Plank at the Place aforesaid, within the Space of — Months after the Date hereof, he paying for the same as hereunder is mentioned; And that he the said T. C. will pay the Charge of Lighterage of the said Plank to the said J. W.'s Wharf aforesaid; And the said J. W. doth hereby, for himself, his Executors and Administrators, covenant, promise and agree to and with the said T. C. his Executors and Assigns, as followeth, viz. That he the said J. W. his Executors, Administrators or Assigns, will take and receive the said — Loads of Plank on Shore at his Wharf aforesaid, immediately as the same, or any Part thereof, shall be brought thither, by or from the said T. C. his Executors and Assigns, within the said — Months after the Date hereof; And that he the said J. W. his Executors, Administrators or Assigns, will truly pay, or cause to be paid, unto the said T. C. his Executors or Assigns, the Sum of — of lawful, &c. per Load for every Load of the said — Inch Plank, which shall be delivered in as aforesaid, and will pay so much Money as each Parcel thereof, at the Rate aforesaid, shall amount unto, immediately after the same shall be delivered as aforesaid, and measured by W. P. Who the said Parties do agree shall measure the same; And that he the said J. W. his Executors and Administrators, shall likewise pay the Charge of taking the said Plank ashore. And lastly, it is declared and agreed by and between the said Parties, for themselves, their Executors and Administrators, that if the said J. W. his Executors, Administrators or Assigns, shall not pay the Money which each Parcel of the said Plank shall amount unto, immediately after the same shall be delivered in, and measured as aforesaid, in such Case the said T. C. his Executors and Administrators, shall be at his and their Liberty, whether he or they will deliver any more of the said Plank, or not; these Presents, or any Covenant, Article or Thing herein contained to the contrary notwithstanding. In Witness, &c.

Agreement for the Purchase of Cordwood, with Liberty to cut the same, and convert it into Charcoal.

Sale of Cordwood.

In Witness, It is agreed and concluded upon by and between the said Parties hereunto, and the said A. B. hath bargained and sold, and by these Presents Doth, &c. unto the said C. D. All the Cordwood that shall arise from certain Trees and Parcels of Trees, now growing and standing on a certain Piece or Parcel of rough Ground, situate, &c. as he shall think fit to sell, after the Rate of — the Cord, each Cord to be in Measure according

according to the usual Measure of Cordwood, and to be cut Yardwood besides the Kirfe.

Item, the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and promise to and with the said *C. D.* his Executors, Administrators and Assigns, in Form following, (*viz.*) That he the said *A. B.* his, &c. at his or their own proper Cost and Charges, shall and will stock up all and such of the said Parcel of Trees as he or they shall think fit to convert into Cordwood as aforesaid; **And also** shall and will permit and suffer the said *C. D.* his Executors or Assigns, at his and their own Cost and Charges, as well to cut and convert the said Cordwood into Charcoal at the lower End of the said Piece of Ground called the *O. L.* whereon the said Trees, or the greatest Part of them, now stand; and also to take the Turf, Dust and Earth, from off the Premises of the said Piece of Ground, and not elsewhere, with free Liberty of carrying away the same Wood, so converted into Charcoal, from off the said Premises, the most convenient Way, leading to the Road that leads to — aforesaid.

Item, the said *C. D.* doth hereby, for himself, his Executors and Administrators, covenant and promise to and with the said *A. B.* his Heirs and Assigns, that he the said *C. D.* his Executors or Administrators, shall and will well and truly pay, or cause to be paid, the full and intire Sum of Money that the said Cordwood, so rated as aforesaid, shall amount unto, to the said *A. B.* his Executors or Assigns, at or upon the — Day of — next ensuing the Date of these Presents. **Lastly**, It is fully concluded and agreed by both the said Parties, that in Case any Difference shall happen to arise in measuring the said Cordwood, the same shall be referred to *W. P.* of, &c. to determine and finally compose the same.

Bargainor covenants to stock up such Trees as he thinks fit for Cordwood, and permit the Purchaser to cut and convert the same into Charcoal at, &c. and carry the same away. Covenant to pay for the Cordwood.

Another Agreement for the Sale of Cordwood, different from the foregoing.

Articles, &c. Between *T. C.* of, &c. and *J. N.* of, &c.

FIRST of all, The said *T. C.* for and in Consideration of the Payments, Covenants and Agreements herein after mentioned, limited, expressed and declared, to be paid, done and performed by the said *J. N.* hath granted, bargained and sold, and by these Presents doth, &c. unto the said *J. N.* his Executors, Administrators or Assigns, all the Cordwood that shall or reasonably may be felled down, taken, cut out and cleaved and arise from and out of one Wood or certain Woodlands called the *F. Wood*, being Part of a Farm and Lands called *H. Farm*, which said Wood or Woodlands are now in the Occupation of the said *T. C.* or his Assigns, for and at the Rate and Price of 7 s. the Cord, and for every Cord of Wood that shall be felled, cut out and cleaved, corded up, coaled, converted, or carried away, out of the said Wood or Woodlands, and so after the Rate for every lesser Quantity of the said Cordwood respectively, each Cord of Wood to be measured out, and to be 14 Feet long and 5 Feet high, and three Feet over, according to the Custom of the Country; and to be felled down, cut and cleaved, corded up, coaled and converted, and carried away, at the sole and proper Costs and Charges of the said *J. N.* his Executors, Administrators, Servants, Labourers, or Assigns, at two several Fellings to be had, *viz.* the *M—* Wood to be felled, cut out, cleaved, corded up, coaled, converted and carried away, on or before, &c. and the said *B—* Wood, &c. to be felled, cut out, &c. on or before, &c. together with the Benefit and Advantage of Colliers Lodges and Ladders, and Liberty to coal out the same on or in some convenient Place or Places in the said Wood or Woodlands aforesaid; **Except** and reserved to the said *T. C.* his Heirs and Assigns, such and so much Ash, being Copper Ash, or Alders, from or out of any of the said Wood or Woodlands, as he the said *T. C.* his Heirs and Assigns shall think fit and convenient; **To have and to hold** the said Cordwood, and every Part thereof, under the Considerations aforesaid, unto the said *J. N.* his Executors, Administrators or Assigns, and to fell down, cut, cord, coal, convert and carry away the same, at his and their Wills and Pleasures, at or before such Time and Times, and in such Manner as aforesaid, by all usual Ways and Passages, doing no wilful Hurt, Waste or Spoil to any of the Woods or Grounds belonging to the aforesaid Farms, or any of them; **But** with this Restriction, Exception or Condition nevertheless, that the said *J. N.* his Executors, Administrators, Servants, Labourers and Assigns, shall not top or lop any Timber or Timber-like Trees, standing, growing or being in, upon or about the said Wood or Woodlands, or any Part thereof, nor any black Rives, Fellows or Standels left the last Felling; and also shall and will keep, preserve and leave standing on each of the said Woods and Woodlands, so to be felled as aforesaid, 15 young Fellows or Standels of the best and likeliest of the said Underwoods, to be preserved for Timber, if there be so many to be found, and rateably and in Proportion for every lesser Quantity than one Acre thereof. **Also** the said *J. N.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said *T. C.* his Heirs and Assigns,

signs, by these Presents, that he the said *J. N.* his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said *T. C.* his Executors or Administrators, so much Money as the said Cordwood arising on or of the said *M—* Wood shall amount unto after the Rate aforesaid, in such Manner as is herein after mentioned, for Payment whereof, *viz.* one Moiety of such Money on or before the — Day of, *£c.* now next ensuing the Date hereof; and the other Moiety thereof on, *£c.* and also so much Money as the said Cordwood arising on or out of the said *B—* Wood, *£c.* shall amount unto, after the Rate aforesaid, in such Manner as is herein after mentioned, *viz.* one Moiety of the Money so arising on or before, *£c.* and the other Moiety thereof on, *£c.* All which Payments aforesaid shall be made and paid to the said *T. C.* his Heirs and Assigns, at or in the now Dwelling House of the said *T. C.* situate in — aforesaid. Also it is farther concluded and agreed upon by and between the said Parties to these Presents, that in Case the said *T. C.* shall sell, during the Time aforesaid, any Timber or Timber Trees standing or growing in or upon any of the said Woods or Woodlands, he the said *J. N.* his Heirs, Executors, Administrators, Servants, Labourers or Assigns, shall cut out, cord up, cleave, convert and carry away the Tops and Loppings of such Timber Trees that shall be so felled for Timber, and pay *7 s. per Cord* for each and every Cord thereof, unto the said *T. C.* his Heirs or Assigns, at such Times when the Underwoods aforesaid are to be paid for, in Manner as aforesaid. **In Witness, &c.**

An Agreement on giving a Bond and Judgment, for securing the Payment of an Annuity, to secure the same Annuity on Lands, and then the Bond and Judgment to be void.

Articles, &c. Between *C. L.* of, *£c.* and *M. M.* of, *£c.*

Consideration.

Recital of a Bond for the Payment of 100*l.* per Ann. during the Grantor's Life, and a Judgment for the same.

The Grantor covenants upon Payment of 100*l.* more within one Month after, *£c.* that he will assure the said Annuity to be issuing out of certain Lands of 200*l.* per Ann.

To hold the said Annuity for the Life of the Grantee without any Abatement for Taxes.

Agreement that after the Settlement made upon the Lands *ut supra*, all subsequent Payments on the Bond shall cease, and until Default shall happen in Payment, no Proceedings

Whereas the said *C. L.* *£c.* for and in Consideration of the Sum of, *£c.* to him the said *C. L.* by the said *M. M.* in Hand, *£c.* by his Bond bearing even Date with these Presents, became bound to the said *M. M.* in the penal Sum of, *£c.* conditioned for the clear yearly Payment of, *£c.* during the natural Life of the said *C. L.* to the said *M. M.* his, *£c.* at, *£c.* without any Abatement for, *£c.* the first Payment, *£c.* as also for the Performance of the Covenants, Payments and Agreements in these Presents mentioned and contained: **And whereas** the said *C. L.* for the better securing the Payments of the said yearly Sum of, *£c.* aforesaid, hath on the Day of the Date hereof given a Warrant of Attorney for acknowledging of a Judgment to the said *M. M.* in his Majesty's Court of Common Pleas for the said Sums of, *£c.* as by the same, Relation being thereunto had, may more fully appear: **Now it is hereby declared and agreed** by and between the said Parties to these Presents, and the said *C. L.* for himself, *£c.* doth hereby covenant, *£c.* to and with the said *M. M.* his, *£c.* for the Consideration aforesaid, that if the said *M. M.* do and shall at any Time within one Month next after the Death of, *£c.* pay unto the said *C. L.* or his Assigns, the further Sum of, *£c.* which said Sum of, *£c.* he the said *C. L.* doth hereby agree to and with the said *M. M.* his, *£c.* to receive and accept upon the Offer or Tender thereof by the said *M. M.* then he the said *C. L.* shall and will by good and sufficient Conveyance or other Assurance in the Law, to the good Liking and Approbation of the said *M. M.* convey and settle and assure unto the said *M. M.* and his Assigns, to the Use of the said *M. M.* and his Assigns, one Annuity or yearly Rent-Charge of, *£c.* to be issuing and going out of certain Lands, Messuage and Tenements of him the said *C. L.* situate, lying and being within the Kingdom of England, of the clear yearly Value of, *£c. per Annum*, free from all Incumbrances whatsoever: **To have, hold, receive, take and enjoy** the said Annuity or clear yearly Rent-Charge of 100*l.* to the said *M. M.* and his Assigns, for and during the Term of the natural Life of him the said *M. M.* payable quarterly at the four, *£c.* by even and equal Portions, without making any Abatement for Taxes, Charges or Assessments, imposed or to be imposed by Act of Parliament or otherwise howsoever; the first Payment thereof to begin and to be made at such of the said Feasts as shall first happen next and immediately after the Death of the said, *£c.* and the said *C. L.* for himself, his, *£c.* doth covenant, *£c.* (*Nomine pene, Power to enter and distrain, and Covenant to pay without Abatements. See Tit. Grants.*) **And lastly,** It is agreed by, *£c.* that he the said *C. L.* making such Settlement for the same Payment of the said 100*l. per Ann.* to the said *M. M.* as aforesaid, all subsequent Payments on the said Bond for the same shall cease and not otherwise, and until Default shall happen in Payment thereof, no Execution or other Process shall be taken forth on the said Bond or Judgment against the Person, Lands, Tenements, Goods or Chattels of the said *C. L.* but if Default shall happen to be made in all or any the Payments contrary to the Days and Times herein before limited, then the said *M. M.* his, *£c.* shall and may be at Liberty to take forth any Execution or Process

cess upon the said Bond and Judgment, or either of them, against the said C. L. his Lands and Tenements, Goods and Chattels. In Witness, &c. shall be upon the Bond or Judgment.

An Agreement to assign or transfer East-India Stock:

Articles, &c. Between A. B. of, &c. and C. D. of, &c.

THE said A. B. in Consideration of, &c. to the said C. D. paid at and before the Sealing and Delivery thereof, the Receipt, &c. doth covenant, &c. to and with the said C. D. his Executors, Administrators and Assigns, that if the said C. D. his, &c. shall transfer or cause to be transferred 100 l. of the general Joint-stock of the Governor and Company of Merchants of London trading to the East-Indies, to the said A. B. his Executors, &c. on or before, &c. and thereof shall give Notice in Writing at the Dwelling House of the said, &c. three Days at the least before such Transfer, that then he the said A. B. his, &c. shall and will accept the said 100 l. Stock, and also well and truly pay or cause to be paid unto the said C. D. his Executors, &c. at the Time of such transferring, the Sum of 150 l. of, &c. for the same, together with all such Sum and Sums of Money, as shall after the Date hereof, and before such Transfer, become due or payable into the Joint Stock on account of the said 100 l. Stock, by Virtue of any Order of a General Court or other Courts, and then and in such Case, all Dividends and Profits that shall after the Date hereof be voted, ordered and made, arise or happen on or in Respect of the said 100 l. Stock, shall be and remain to the said A. B. his Executors, &c. But if the said C. D. shall not transfer or cause to be transferred unto the said A. B. his Executors, &c. the said 100 l. Stock as aforesaid, within the Time aforesaid, then this present Agreement to be void, and the said — l. to remain to the said A. B. In Witness, &c.

An Agreement to procure an Extent to be assigned to a Purchaser who had bought the Debtor's Estate, and paid it off out of his Purchase Money.

WHEREAS Sir J. T. of, &c. Knt. stands indebted to me G. H. of, &c. in the Sum of 720 l. which said Debt is found by an Extent against me the said G. H. In the said G. H. in Consideration of the said Sum of 720 l. to me paid by W. B. of, &c. at the Request of and for the said Debt of the said Sir J. T. (the Receipt whereof I do hereby acknowledge) Do hereby covenant, promise, grant and agree to and with the said W. B. that I the said G. H. shall and will at the Request, Costs and Charges of the said W. B. procure the said Extent in due Form to be assigned to the said W. B. his Executors, Administrators or Assigns. In Witness whereof, I the said G. H. have hereunto set my Hand and Seal the, &c.

Sealed and Delivered (and perused and approved of
by Sir J. T.) in the Presence of us,
(The Witnesses to subscribe here)
Then Sir J. T.

G. H.

Fourthly, Concerning the Inclosing and Dividing of Land and Common, and the Inclosing and Adorning Squares, &c.

Agreement between four Persons, that as soon as a Lease (for which a Treaty is making) is obtained of Lands, the Premises shall be divided, subject equally to the Conditions, &c. of the Lease.

Articles of Agreement Quadripartite made, &c. Between T. J. of, &c. of the first Part, T. C. of, &c. of the second Part, J. C. of, &c. of the third Part, and F. M. of, &c. of the fourth Part, as follows.

WHEREAS Application has been made to her Majesty K. Queen Dowager, and a Treaty entered into with her Majesty's Commissioners for a Lease of about — Acres of Marsh or Penny Lands in the County of L. to be granted to all the said Parties to these Presents, for such Terms of Years, and under such Rents and Covenants as can be obtained from her said Majesty of the same: Now these Presents witness, and it is covenanted, &c. by and between all the said Parties to these Presents, That the said Lease and Premises hereby demised, is and shall be for the equal Benefit of all the said Parties, their Executors, &c. and

PART II.

E e e

that

that within — Days after the said Lease shall be so obtained, the said Lands, &c. so demised or intended, &c. shall be set out and divided into four equal Parts or Shares; and if such Parties cannot agree upon such Division amongst themselves, then each Party is to choose an indifferent Person for him; and the said four Persons so to be chosen, are to set out and divide the same into four equal Parts and Shares, and the said Parties to these Presents are to cast Lots amongst themselves, and each Party is to hold and enjoy such Part or Share as shall be so allotted to him in Severalty, to the Use of himself, his Executors, &c. for and during such Term as shall be granted by such Lease, without the Molestation or Interruption of the other of them. **Also it is further mutually covenanted and agreed,** and the said Parties to these Presents do, for themselves, &c. severally covenant and agree to and with each other, that each of them shall and will bear, pay and discharge one equal fourth Part of the Fine to be paid to her Majesty upon granting such Lease, and all such Charges and necessary Expences as shall be paid and expended for procuring the same from and after the Date of these Presents, for Fees or otherwise; and also one equal fourth Part of the yearly Rent to be reserved to her Majesty upon such Lease. **And lastly it is mutually covenanted and agreed,** that each of the said Parties shall and will from Time, &c. at his own Costs and Charges, perform all the Covenants to be contained in the Lease, and pay and discharge all Taxes, Duties and Impositions, so far as relates to the fourth Part of the Premises so by him enjoyed, so that the other Parties, nor any nor either of them, shall be, or may be in the least prejudiced or damaged thereby; and that if any or either of the said Parties, or his or their Executors, &c. shall receive any Damage or Prejudice by the Default or Neglect of any or either of the said Parties, contrary to the Intent of these Presents, that then such Person shall make Satisfaction to the Person or Persons injured, within — after the same is demanded. **In Witness, &c.**

Premises to be divided.

Charges to be born equally and Rent.

Covenants in the Lease to be performed.

Damage to any Party to be repaired.

An Agreement between Land Owners by Deed Poll to divide and inclose a common Field wherein their Lands lie dispersedly, and to procure a Decree in Chancery, &c. to confirm the same.

TO all, &c. We whose Names are here under written, and who have signed and sealed these Presents, being Owners and Persons interested of and in divers Parts and Parcels of Land lying dispersedly in the common Field, called or known by the Name of, &c. in, &c. send Greeting. **Whereas** by long Experience it is found, that the Lands and Tenements lying in the common Field aforesaid, do yield little or no Profit to the Tenants or Occupiers thereof, and that the same are more and more worn out and impoverished, and by Reason of the great Distance of the said Field from our Habitations, and of the bad Ways that lead thereto, that the Lands there cannot be soiled, manured and improved, without far greater Charges than will be answered by the Fruits and Profits thereof, whilst the same lies open, intermixed, and not inclosed: **And whereas** by antient Custom and Courses used in and touching the said common Field, one Half-Part thereof (the Lands there being too barren to be sown every Year without Intermission) doth usually lie fallow and untilled every other Year; and such Part of the said Field not so sown or lying fallow, is usually fed with Sheep, which always are in Danger, and often are rotted by the Moisty and Watery Condition of the Ground in the said Field; and by Reason of the Intermixture and poor state of the Land there, divers Inconveniences do from Time to Time arise and happen to the Owners, Tenants and Occupiers thereof: **For Remedy and Redress** whereof, and for encouraging an Improvement, and for that a general Benefit and Advantage will accrue and arise to all and every of us, who have any Estate and Interest in any Lands lying in the said common Fields, by the contiguous lying together and Inclosure of such Parts and Portions of the said common Field, as by a new Division or Allotment to be made, shall or may to us severally and respectively belong or appertain: **Now know ye, and these Presents witness,** that it is hereby covenanted, concluded, condescended unto and fully agreed upon, by and between all and every the Owners, Tenants and Occupiers of the said Lands and others, who have or may have any present or future Right or Interest of or in any of the Lands or Tenements lying in the said Common Field, whose Names are hereunder subscribed, and who have signed and sealed these Presents; and each of us doth for himself and his own Part respectively, and for his several Heirs, &c. severally covenant, grant and agree to and with each and every other of us whose Names are here under written, and to and with his and their several Heirs, &c. by these Presents in Manner and Form following, *viz.* **First,** That an Inclosure and separation by Metes, Bounds and Fences, of the Lands and Tenements lying in the said Common Field, called, &c. shall be forthwith had and made, and from Time to Time renewed, preserved and continued for ever; and that in Order thereunto, the said Common Field shall be equally and indifferently parted and divided, in Manner following, that is to say, To each and every of us, our Heirs, &c. severally, according to our respective Interests,

Inconvenience of the Land lying in Common.

Usual Customs of managing the Land whereby other Inconveniences attend it.

For Remedy whereof,

it is covenanted by each Party to the others,

that an Inclosure and Separation be made; in what Manner.

rests, a just, equal and proportionable Part and Share (intire and lying together) of the said Field, Reateably and Proportionably, according to the Quantities and Qualities of the Lands there, by each and every of us respectively now held and enjoyed; and that for the more just Execution and Performance of the said now intended Division, one or more Surveyor or Surveyors, Measurer or Measurers, shall be had and procured for the true Surveying and Measuring of the same Field as it now lies; and that for and touching the Proportions and Allotments, according to the several and respective Quantities and Qualities of the Lands there, by which we now enjoy the same, there are to be and shall be assigned and allotted Ways and Passages for all Parties concerned, to their respective Inclosures so to be made as aforesaid, in such Place and Places of the same Field, as shall be most fit and convenient; which Ways are to be allowed out of the whole Field, according to every one's Proportion of Land there. **And** for the more easy dividing of the said Field, and final ending and determining all Differences that may happen to arise concerning the said Division and Inclosure, and that equal Justice may be done to all therein concerned, in Respect of the Places allotted, and the Quantities and Qualities of the Ground, and the making of Bounds and every Thing, so far as Things of this Nature are capable of being ordered and determined to the Satisfaction and Consent of all Parties concerned; **We** whose Names are hereunder written, and each and every of us, and our several and respective Heirs, &c. shall and will from Time to Time, and at all Times hereafter, stand to and abide by, observe, perform, obey, fulfil and keep all and every such Rules, Orders, Directions, Determinations and Judgments, as by T. B. of, &c. Gent. &c. shall from Time to Time be had, made and given in Writing for and in Behalf of him, them and every and any of us, for, touching and concerning the Matters and Things before mentioned, or any of them. **And** for ratifying, settling and confirming such Allotments, Divisions and Inclosures as aforesaid, and of our several Estates, Rights and Interests in the Parts allotted and assigned, an Order and Decree of the High Court of Chancery shall be procured to be had and made, or else Conveyances and Assurances in the Law, from each and every of us, shall be made, and executed, if Counsel learned in the Law shall so advise; and that the Costs and Charges, for our common Good and Benefit touching the Premises, shall from Time to Time be born, sustained and paid by all of us Rateably and Proportionably according to the Quantity and Quality of our respective Lands. **Nevertheless** each and every of us shall, at his own Cost and Charges, make at first, and from Time to Time repair, cleanse and amend the Bounds and Fences to him and his respective Allotment ordered and assigned to belong. **And** for the Performance of all and singular the Covenants and Agreements aforesaid, so far as the same are to be performed by us severally and respectively, each and every of us, whose Names are here under subscribed, **Do** and each of us **Doth** severally bind himself, his, &c. in the Sum of 20*l.* of, &c. to be paid unto each and every the other of us, his Heirs, &c. upon the Non-performance of any of the Covenants or Agreements aforesaid, which on our several and respective Parts are to be done and performed according to the true Intent and Meaning of these Presents. **In Witness, &c.**

*Between Proprietors of Common or Tenants in Common, (by Consent of the Lord of the Manor, &c.) to divide and inclose the Common, and to procure an * Act of Parliament for Confirmation thereof.*

Articles of Agreement Quadripartite, indented, &c. **Between** the Right Honourable the Lord W. M. of the first Part, Sir J. D. of, &c. Bart. of the second Part, the Reverend A. B. and now Vicar of the Parish Church of K. in the County of M. (one of the Prebends of the Cathedral Church of L.) and R. S. (a Lessee of the said Prebend) of the third Part, and E. C. Esq; O. P. Esq; E. J. Gent. J. C. J. H. H. S. E. J. W. F. W. A. T. W. &c. (Proprietors) of the fourth Part, in Manner as follows, viz.

Whereas the said Lord W. M. and Sir J. D. or one of them, and their Heirs are seised of, or reputed to be Lords of the Royalty of the Manor of K. in the Parish of K. aforesaid, and he the said Sir J. D. is seised in Fee to him and his Heirs, of, in and to all the Quit-Rents of the said Manor, of the yearly Value of — *l.* or thereabouts: **And** whereas there are four several large open Common Fields, not inclosed, in and belonging to the said Parish of K. commonly called or known by the several Names of the O. Field, the S. Field, the T. Field, and G. Field, containing by Estimation 48 Yard-lands or thereabouts; and also a large Piece or Parcel of Pasture Ground called the Cow-Pasture, containing by Estimation — Acres or thereabouts: **And** whereas the said A. B. and his Successors, Lord M. and Sir J. D. seised as Lords of the Royalty of the Manor of, Four Common Fields not inclosed, containing about 48 Yard-

lands, and a large Pasture Ground. Prebend of L. intitled to great Tithes which are now Farmed by R. S. Vicar of K. intitled to Tithes. To what Quantity each Proprietor is intitled to the Yard-lands. Their Right of Common in Proportion to the Yard-lands. Lie intermixed. Disputes, &c. Inconveniency of the four Fields not being inclosed. The Pasture, by Inclosure, might be improved. The Proprietors have agreed (with the Consent of Lord M. and Sir J. D. A. B. and R. S.) to inclose and divide the Premises, &c. Accept their Shares. Make Fences, and shall enjoy their Shares. And shall use their Endeavour to procure an Act of Parliament for so doing. The Parties covenant that the Premises at the Charges of the Proprietors, shall be divided by Commissioners, &c.

as one of the Prebends of the Cathedral Church of L. are intitled to the great Tithes arising and issuing out of the said Yard-lands in the Parish of K. aforesaid, of the yearly Value of — £. or thereabouts, and which have been demised to the said R. S. for the Term of 21 Years, at the yearly Rent of — £. or thereabouts: **And whereas** he the said A. B. now Vicar, and all other Persons his Successors and Vicars of the said Parish for the Time being, are intitled to the yearly Sum of 2 £. for his Tithes arising and issuing out of every the said Yard-lands in the Parish of K. aforesaid; and they the said E. C. O. P. E. J. J. C. J. F. H. S. E. J. W. F. W. A. T. W. &c. as Freeholders and Proprietors of the said Yard-lands in the Parish of K. aforesaid, are now possessed of and intitled to the same in Manner as follows; that is to say, The said E. C. to about 19 Yard-lands, the said O. P. to about two Yard-lands, the said E. J. to about eight Yard-lands, the said J. C. to about three Yard-lands, the said J. F. to about four Yard-lands, the said H. S. to about four Yard-lands, the said E. J. to about four Yard-lands, the said W. F. to about one Yard-land and $\frac{1}{4}$ of a Yard-land, the said W. A. to about one Yard-land and $\frac{1}{4}$ of a Yard-land, the said T. W. to about one Yard-land, &c. **And whereas** every one of the said Proprietors has a Right of Common as well in the said Cow-pasture, as also in all other the Commons in and belonging to the Parish of K. aforesaid, in Proportion and according to their respective Parts or Shares in the said Yard-lands so respectively belonging to them in the Parish of K. aforesaid: **And whereas** the several Lands of each Proprietor lie intermixed and dispersed over the said four Common Fields and Parcel of Pasture Ground in small Parcels, which by long Experience has been found very detrimental and inconvenient to the said several Proprietors, and has often occasioned great Disputes amongst them: **And whereas** the said four Common Fields not being inclosed, and being kept in constant Tillage, and by the great Difficulty and Expence of carrying Soil and Manure to so many different and distinct Places, and for Want of inclosing the same, are greatly impoverished, and as they are now used and occupied, are incapable of any Improvement: **And whereas** the said Pasture called the Cow-pasture is now of little Advantage to the said Proprietors, but if the same was divided and inclosed, and the respective Proprietors at Liberty to convert the same into Tillage, might be greatly improved: **And whereas** the said E. C. O. P. E. J. J. C. J. F. H. S. E. J. W. F. W. A. T. W. &c. the said Proprietors, Parties to these Presents, in Regard that if the said four Common Fields and Cow-pasture were inclosed, the same will very much tend to their publick Good and mutual Advantage, by and with the Consent and Approbation of the Lord W. M. Sir J. D. A. B. and R. S. his Lessee (testified by their being Parties to and executing of these Presents) **Have** mutually agreed, **That** the said four Common Fields and Cow-pasture in K. aforesaid, shall be divided, allotted and assigned to every of the said Proprietors, Parties hereto, as and for their several and respective Parts and Shares therein by the Commissioners herein after named, in such Manner as herein after is mentioned and expressed; **And that** each and every of them the said Proprietors shall and will accept and take their respective Parts and Shares of and in the said Premises, with and under such Restrictions, and subject in such Manner as the same shall be by the said Commissioners so set forth, allotted and assigned; **And that** each of them the said Proprietors at their respective Charge, shall hedge and fence in their respective Parts and Shares of the said four Fields and Cow-pasture, so to be to them respectively set forth, allotted and assigned, and keep the Hedges and Fences so to be made thereof at their respective Charge at all Times in good Repair; **And also that** they the said Proprietors shall hold and enjoy their Parts, so to be respectively set forth, allotted and assigned, in Severalty, and as separate and distinct Parcels of the said four Common Fields and the said Cow-pasture, which they now enjoy, together with free Liberty to plow and sow the same in such Manner as they shall think fit; **And that** they the said Proprietors, Parties hereto, at their Charge in Proportion, according to their respective Yard-lands, shall and will use their Endeavour to get an Act of Parliament for so doing, in such Manner as herein after is also mentioned and expressed: **Now these Presents witness**, That they the said E. C. O. P. E. J. J. C. J. F. H. S. E. J. W. F. W. A. T. W. &c. (Parties hereto) in Pursuance and Part of Performance of their said recited Agreement, severally and not jointly, nor the one for the other, or for the Heirs, Executors, Administrators or Assigns of the other, but each of them for himself, and for his own Heirs, Executors and Administrators, and for his and their own Act only, **do**, and each of them **doth** covenant, promise and agree to and with each other of them, and to and with the Heirs, Executors and Administrators of each other by these Presents, in Manner and Form following, that is to say, That the said four Common and open Fields called by the several Names of the, &c. also the said Piece of Pasture Ground called the Cow-pasture, situate, &c. and all Head-lands, Balks, Hades, Slades, Ditches, Fences and Mounds thereunto belonging, shall, by and with the Consent and Approbation of the said Lord W. M. Sir J. D. A. B. and R. S. the Lessee, testified as aforesaid, on or before, &c. which will be in the Year, &c. at the proper Costs and Charges of the said several and respective Proprietors Parties hereto, be allotted and divided by Commissioners hereby appointed or the Survivors

vivors of them, or any five or more of them, unto and amongst the said several Proprietors in Proportion to their respective Interests, and according to their several Yard-lands herein before particularly mentioned to be by them respectively now held and enjoyed, and that each of them the said Proprietors and his Heirs, shall hold and enjoy his Part and Share so to be divided and allotted to him, of and in the said four common Fields and Cow-Pasture in Severalty, and as a separate and distinct Farm, and shall have, hold and enjoy the same Estate and Interest in the Part so to be allotted, as he or they respectively now have in the said four common Fields and Pasture Ground, in respect and lieu whereof such Allotments are to be made; and that each of them the said Proprietors shall fence, hedge in and inclose the same, in such Manner and Proportion, as the said Commissioners or the Survivors of them, or any five or more of them, shall at the making of such Allotments direct and appoint, and that the aforesaid Allotments, and the Estates and Condition of the Estates, and the Number of Acres, whereby each of the said Proprietors will be intitled to his Allotment, shall be at their like Costs made in Writing, and shall be inrolled at the General Quarter-Sessions to be held for the said County of *L. Do-*
vided nevertheless, That any Thing herein contained shall not extend to give unto the said Commissioners, or any other Person or Persons whatsoever, any Power or Authority in giving any undue Preference, or the preferring one before another, to any of the said Proprietors Parties hereto, in Respect to their Allotments or Shares in the said four Common Fields and Cow-Pasture Ground so to be new inclosed as aforesaid; and that the said Commissioners in making their Allotments shall have Regard to the Goodness and Situation, as well as to the Quantity of the Lands to be assigned, and shall allot to each of the said Proprietors his Share and Part, so that it may be contiguous and lie together, or as near as conveniently may be. **And whereas** great Hurt and Damage may happen unto the Planting and Setting Quick-Wood, or any other Wood, for the fencing any Part or Parcel of the said four Fields and Cow-Pasture Ground so to be inclosed as aforesaid, by Sheep or Cattle going in any of the Lanes or Roads which are to be left by inclosing the same; **Therefore it is hereby further agreed** by and between the said Proprietors, Parties to these Presents, that every of the said Proprietors or Owners of the said new Inclosure, shall have full Liberty, for and during the Term of — Years, from and after such new Inclosure made, to erect and set up any Gate or Gates across any Part or Parts of the Roads or Lanes against his or their Lands for keeping out Sheep and Cattle, and to prevent their destroying any Quick-wood or other Fence, which shall be planted for inclosing any Part or Parcel of the said four common Fields and Cow-Pasture Ground so to be inclosed as aforesaid. **And whereas** it will be requisite that some convenient Time should be fixed for every of the said Proprietors to accept of their respective Allotments or Shares, which will be made by the said Commissioners in Manner as herein above mentioned, for which Purpose it is hereby further agreed and declared by and between all and every of the said Parties to these Presents, that the said Commissioners or the Survivors of them, or any five or more of them, shall within six Kalendar Months after such Time as they shall have admeasured the said four common Fields and Cow-Pasture Ground, and declared the Number of Acres contained therein, divide and assign to and amongst the said several Proprietors of the said four common Fields and Cow-Pasture Ground, their respective Allotments and Shares; which several Allotments or Shares the said Proprietors shall accept, have, hold and enjoy in Manner as aforesaid, and shall fence and inclose the same in such Manner, and in such Time, as the said Commissioners or the Survivors of them, or any five or more of them, shall direct or appoint; and that if any Difference shall arise touching the sowing, laying down, accepting or inclosing the said respective Shares, or touching any Allowance or Satisfaction to be made for the growing Corn or for Manure, or concerning any Interest of the said Proprietors, the said Commissioners, or any five or more of them, shall have full Power and Authority, and are by the said Parties to these Presents hereby impowered and authorized to hear and finally determine the same. **And it is hereby further agreed** and declared by and between the said Parties to these Presents, that the said Commissioners hereby appointed, or any five of them, shall lay out, assign and allot, (in such Place or Places of the said four common Fields or Cow-Pasture Ground so to be inclosed as aforesaid,) as they shall judge most proper, fit and convenient Roads and Passages, for all Persons and Carriages passing through the same; and that the said Roads and Passages shall not be less than 20 Feet of Assise in Breadth, to the End and Intent that two Carriages may pass and repass therein at one and the same Time; and it is hereby further agreed and declared by and between all the said Parties to these Presents, that the said Commissioners or any five or more of them, shall ascertain and appoint the publick and private Highways or Roads already made or to be made on the said four common Fields and Cow-Pasture Ground, or new Inclosure thereof so to be made as aforesaid, with the Assise or Breadth of each of them respectively, (so that the Breadth of the said publick Roads shall remain 30 Feet wide, and the other Roads 20 Feet wide at least) under their Hands and Seals, and that the same shall be inrolled at the said General Quarter-Sessions; and that it shall not be lawful for any Person or Persons

The Commis-
sioners not to
give undue
Preference.

What they
shall have Re-
gard to, and
how they shall
act.

Preservation
of Quick-
wood Hedges.

When the Pro-
prietors shall
accept their
Shares.

Fencing.

Differences
how accom-
modated.

Roads.

hereafter

hereafter to use any other Way or Roads over the said intended new Inclosure, either on Foot or with any Horse, Mule or As, or with any Coach, Calash, Chariot or Chaise, or with any Waggon, Cart, or other Carriage, but such Highways or Roads as the said Commissioners shall so ascertain and appoint as aforesaid; and that the said Commissioners, or any of them, shall not stop or turn any of the present High Roads leading over the said four common Fields or Cow-Pasture Ground, or to appoint how or by whom the same, or any of them shall be repaired, but that the same shall from Time to Time be amended and repaired by such of the said Proprietors as shall be interested in the said new Inclosure, in Proportion and according to their respective Shares or Interest therein; and it is hereby further agreed and declared by and between all and every the said Parties to these Presents, that in the said Act of Parliament so to be obtained as aforesaid, there shall be a Clause inserted and thereby Enacted, that the Executors, Guardians or Trustees of any Person or Persons under Age, or otherwise incapable by Law to accept of such Allotments as shall be made by the said Commissioners, shall be thereby enabled to accept thereof, for the Use of such Person or Persons, Infants, as if the said Persons had been of full Age or capable of acting for themselves; and it is hereby further agreed and declared by and between all and every the said Parties to these Presents, that nothing herein, or in the said Act of Parliament agreed to be had for the Confirmation of these present Articles, or any Thing in the said Act to be contained, shall be construed, adjudged, deemed or taken to bar, hinder or prejudice the said Lord *W. M.* and Sir *J. D.* or either of them, or their respective Heirs, as to their respective Rights and Interest to the Royalty of the Lordship of the Manor of *K.* aforesaid, or the said Sir *J. D.* and his Heirs, in respect of his and their having, receiving and enjoying of all the Quit Rents of the said Manor so belonging to him as aforesaid, nor the said *A. B.* and his Successors, as one of the Prebends of the Cathedral Church of *L.* aforesaid, or the said *R. S.* the now Lessee of the said great Tithes, during the Continuance of his said Lease, from receiving the said great Tithes arising out of the said four common Fields and Cow-Pasture Ground so to be inclosed as aforesaid, or the said *A.* now Vicar of *K.* aforesaid, or his Successors, Vicars there, from receiving the said yearly Sum of 2*s.* for his Tithes arising and issuing out of every of the said Yard-lands in the Parish of *K.* aforesaid; nor shall any Clause or Article in these Presents, or any Thing in the said Act of Parliament so to be had as aforesaid, extend or be construed, deemed, adjudged or taken to revoke, make void, or in any wise alter any Deed or Deeds, Settlement or Settlements, Limitation or Limitations whatsoever, already made of the said Premises so to be new inclosed as aforesaid; and that each and every of the said Proprietors, Parties hereto, shall stand and be seised of their said several Allotments or Shares so to be respectively assigned and to be accepted by him or them to the same Use and Uses, and subject to the same Limitations, Effects, Trusts and Interests, as they the said respective Proprietors now have and enjoy the same; any Thing to the contrary thereof in any wise notwithstanding. **And lastly,** That they the said Proprietors, Parties to these Presents, shall and will, on or before the — Day of, &c. which will be in the Year, &c. at their Charge in Proportion according to their respective Yard-lands now by them held and enjoyed in Manner as aforesaid, use their Endeavour to get an Act of Parliament for Confirmation of these present Articles, according to the several Agreements, and subject to such Provisoes and Restrictions, and saving of such Rights and Claims, which they the said Lord *W. M.* Sir *J. D.* *A. B.* and his Successors, and the Vicar for the Time being, and his Successors, can or may have or claim, of, in and to the said Premises, in such Manner as are herein before particularly mentioned and expressed, and also all such other Savings, Reservations, and all other Clauses, Powers and Restrictions, as in Acts of Parliament for Inclosure of Lands are usually made, expressed, saved and reserved. **In Witness, &c.**

A Clause to be in the Act to be obtained. Not to prejudice the Lord of the Manor, &c. Nor alter any Settlement, &c. concerning the Premises to be inclosed. But the Proprietors shall stand seised, &c. of their Allotments to the same Uses, &c. as heretofore. To get an Act to confirm these Articles.

To inclose and adorn a Square by the Contribution of the Owners or Inhabitants, or to procure an Act of Parliament for the same Purposes.

Articles, &c. Between *P. W.* of, &c. Carpenter, of the one Part, and *A. B. C. D. E. F. &c.* (all Owners, Proprietors or Inhabitants of *G.* Square, as well in Behalf of themselves, as on Behalf of such other Owners or Inhabitants, Proprietors of Houses in the said Square, and of the four corner Houses whose Sides front the said Square, as now have or hereafter shall become Parties hereunto by Sealing and Delivery hereof, in Order to intitle themselves to the Benefit of the Covenants and Agreements herein after contained on the Part of the said *P. W.*) of the other Part, as follows, (*viz.*)

Several Proposals; one accepted.

Whereas several Proposals have been made and delivered to the said several Owners, &c. whose Names are hereto subscribed, by several able Workmen for inclosing and adorning

adorn the said Square: And whereas the said several Owners, &c. have met several Times and considered of the said several Proposals, and have accepted the Proposals of the said P.W. which upon the nearest Computation, including the Painting and making up the Garden and Paving some Part of the said Square as herein after is mentioned, together with some small incident Charges (which the said P.W. is to discharge,) will amount to the Sum of — £. And whereas it has been proposed, that the said Sum of — £. should be raised by a voluntary Rate or Subscription on the said several Houses in the said Square, and on the said four corner Houses, in Respect to the side Front fronting the said Square only, by an equal Rate or Subscription of a certain Sum of Money by the Foot, according to the Number of Feet in the Front of each House in the said Square and Side Front of each of the said four corner Houses, the Number of Feet of each House being hereunder written, and to make up the said Sum of — £. the same will amount to — per Foot per House; the Computation of the whole being — Feet and — Inches: **Now these Presents witness,** That the said P.W. (in Consideration of the Covenant herein after mentioned to be made on the Behalf of the said respective Owners, Proprietors and Inhabitants, for their Payment of the said — £. according to the Proportions herein after mentioned,) Doth for himself, his Executors and Administrators, covenant, promise and agree, to and with the said Owners, &c. respectively by these Presents, that he the said P.W. his, &c. shall and will on or before, &c. at his own proper Costs and Charges, inclose the said Square upon the same Place where the old Foundation was, save that four Corners of the Square are to be canted off, to make more Room for Coaches, in Manner herein after mentioned, (that is to say,) That the said Foundation is to be a Brick and Half Wall of the best Greystocks, and to be carried on — Feet — Inches above the Ground, the Railing to be with Oak-Posts and Rails and Deal-Bars, with Oak-Posts to keep off Coaches, top and bottom Rails of Oak — Inches by — Inches, middle Posts of Oak — Inches Square, Gate-Posts of Oak — Inches Square, Deal-Bars — Inches and a half square, — Feet wide, with the Posts; all the whole Wood-Work to be painted — Times in Oil, Town Locks, Keys and Hinges to the Doors very good and substantial, and that all the said Works shall be done and finished in a compleat, good and Workman-like Manner, together with the Pavement to be made good at the four Corners with good Stones, and likewise in a Workman-like Manner. And further that he the said P.W. his, &c. shall and will, within the same Time and for the same Consideration, make or cause to be made up a Garden within the said intended Inclosure, which and the whole of the said Works are to be done according to two several Plans marked with the Letters A. B. and subscribed by the said P.W. and shall paint the said Wood-work at the End of the first three Years, to commence from the said — Day of, &c. twice in Oil, or to deposit the Sum of — into the Hands of one of the said Proprietors, as shall be chose by the major Part thereof, to be laid out for the Purpose aforesaid; And the said Owners, Proprietors and Inhabitants above named, who have already executed these Articles, and such others of them, who shall hereafter execute the same, do for themselves severally and respectively, and for their several respective Heirs, Executors and Administrators only, and no further, covenant, promise and agree, to and with the said P.W. his, &c. by these Presents, (in Consideration that the said P.W. his, &c. do and shall perform the said Works before mentioned to be done and performed within the Time aforesaid, in a Workman-like and substantial Manner, according to the Covenant of the said P.W. and the true Meaning of these Presents,) that they the said Owners, &c. respectively, shall pay or cause to be paid the several Sums of Money wrote against the respective Names of the said several Owners, &c. according to the several Dimensions of the said Houses, and the said four corner Houses, as in the Schedule hereunder are mentioned, within 14 Days after the said Works shall be compleated and finished in a good and Workman-like Manner, as is herein before mentioned, and according to the true Meaning of these Presents. **Provided always,** That in case all the Owners, Proprietors or Inhabitants in the said Square, and of the said four Corner Houses, shall not execute this Deed within — from the Date of these Presents, then the said P.W. his, &c. shall be at Liberty upon giving Notice in Writing, signed with his Name, to two of the said Proprietors, informing them that he cannot get a sufficient Number of the said Owners, &c. to execute these Presents, so as to encourage the said P.W. his, &c. to begin the said Works, then, from and after such Notice so to be given as aforesaid, the respective Covenants herein before mentioned, as well on the Part and Behalf of the said P.W. as aforesaid, as the said Owners, &c. shall be void and of none Effect, and every Article, Clause and Thing herein before written, shall cease and determine; any Thing, &c. **Provided also,** and it is hereby declared and agreed, and the said P.W. for himself, &c. doth hereby consent, declare and agree, that for and notwithstanding the Contract for doing the said Works, by these Presents made, he the said P.W. his, &c. shall and will at the Request of four of the said Owners, &c. to be made in Writing, and signed with their respective Names, and left at the now Dwelling House and valued.

Agreement,
that in Case
the before A-
greement shall
not take Ef-
fect, Applica-
tion to be
made to Par-
liament.

House of the said *P.W.* in —, within 14 Days after the said Works shall be compleatly finished as aforesaid, submit all the said Works to Measure and Value, as in the like Cases are usual; any Thing, &c. **And it is hereby further agreed**, by and between the said Owners, &c. that in Case the before Agreement shall not take Effect, Application shall be made to Parliament, as soon as conveniently may be, for obtaining an Act of Parliament for the inclosing and adorning the said Square, and for raising such Sums of Money, and to make such Rates upon the said Owners, &c. as in the like Cases are usual; and for that Purpose a proper Petition is to be prepared, and the said Owners, &c. who execute these Presents, respectively promise to sign such Petition, and contribute according to their respective Estates and Interests, towards the Charge of obtaining such Act; the same being to be repaid the said Owners, &c. out of the Money to be raised by such Act. **In Witness, &c.**

Fifthly, Agreements between Coheirs, Tenants in Common, Jointenants and Joint Owners, concerning the Enjoyment of Estates, Depasturing Cattle, Plowing and Sowing Land, Dividing Rents, Corn, &c. and Survivorship.

Mutual Agreement between four Coheirs and their Husbands, touching Enjoyment of Freehold and Copyhold Estates of the Wives late Father's.

THIS Indenture quadripartite, Between S. F. of &c. and M. his Wife, of the first Part, J. H. of, &c. and C. his Wife, of the second Part, J. D. of, &c. and A. his Wife, of the third Part, and E. C. of, &c. of the fourth Part; (the said M. A. C. and E. being the four Daughters and Coheirs of G. C. late of, &c. deceased.) Whereas the said G. C. in his Life-time, and at the Time of his Decease, was seised in Fee of all that Freehold Messuage, &c. with the Appurtenances, in B. in the County of E. and also of, &c. being Copyhold, and held of the Manor of B. aforesaid, now in the Possession of J. B. Esq; at the yearly Rent of 23 *l.* and was also seised in Fee of the three Freehold Messuages, &c. herein after mentioned, (*viz.*) of a Messuage or House, with the Appurtenances, in B. aforesaid, now in the Possession of, &c. at the yearly Rent of 10 *l.* a Messuage or Tenement in B. aforesaid, and now in the Possession of —, at the yearly Rent of 10 *l.* and a Messuage or House, *cum pertinentiis*, in B. aforesaid, now in the Possession of —, at the yearly Rent of 10 *l.* and the said G. C. was in his Life-time, and at the Time of his Decease also seised in Fee, according to the Custom of the Manor of B. aforesaid, of the two Copyhold Messuages, &c. herein after mentioned, *viz.* &c. a House with the Appurtenances, in B. aforesaid, now in the Possession of —, at the yearly Rent of 4 *l.* and one other House, with the Appurtenances, in B. aforesaid, now in the Possession of —, at the yearly Rent of 4 *l.* which said Freehold and Copyhold Messuages or Tenements and Premises upon the Decease of the said G. C. descended to the said M. A. C. and E. as the four Daughters and Coheirs of the said G. C. **Now this Indenture witnesseth, That the said S. F. J. H. J. D. and E. C. do hereby, for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not jointly, or the one for the other, mutually and reciprocally covenant, promise and agree to and with each other of them, their, his and her Heirs, Executors, Administrators and Assigns, to execute and perform the several Articles, Items, Clauses, Matters and Things herein after specified and contained, which on the Part and Behalf of the said several Parties respectively are herein after mentioned, and intended to be done, executed and performed, (that is to say,) **Imprimis**, That the said S. F. and J. S. shall receive and take to their own Use the clear yearly Rents, Issues and Profits of the said Messuage or Tenement, Orchard and Premises, with the Appurtenances, in the Possession of the said J. B. and of the said two Copyhold Messuages or Tenements and Premises, with the Appurtenances, in the Possession of the said — and — which shall accrue due for the same from *Michaelmas* now next ensuing the Date hereof; they the said S. F. and J. S. (as long as they shall enjoy the same Messuages or Houses and Premises, paying yearly unto the said J. D. and E. C. the Sum of 8 *l.* in order to make the yearly Rents of the Messuages or Tenements which they are to receive, equal with the Rents of the Premises which the said S. F. and J. S. are to receive as aforesaid. **Item**, the said J. D. and E. C. shall also receive and take to their own Use, the clear yearly Rents, Issues and Profits of the said three Freehold Messuages or Tenements, with their Appurtenances, in the Possession of the said —, which shall accrue due for the same Premises from *Michaelmas* now next ensuing the Date hereof. **Item**, In regard the said Messuages or Tenements and Premises are now much out of Repair, the same are to be forthwith repaired and amended, and the Charges thereof are to be paid, born and sustained by the said Parties**

Parties to these Presents, in equal Shares and Proportions. **Item,** That after the said Premises are repaired, then the same are to be kept in tenantable Repair, by and at the Charge of the respective Parties who receive the Rents thereof; but in Case any of the said Parties intitled to the Profits of the said Premises, shall neglect keeping the same Premises in Repair, after the same shall have been so repaired as aforesaid, then any of the other Parties, receiving the said Rents and Profits, are hereby impowered upon such Neglect or Default, to repair the same Premises, and to repay himself or themselves out of such Rents and Profits, which the Party or Parties so neglecting or making Default to repair the same, as aforesaid, shall be then intitled to receive by Virtue of these Presents; and the Tenant or Tenants of the same Premises are hereby authorized, impowered and directed, to pay their respective Rents accordingly. **Item,** That in Case the said S. F. J. S. J. D. and E. C. shall be inclined to alter, discontinue or make void these Presents, or any Thing herein contained, then it shall be lawful for them to enter into any other Agreement, and to annul and make void these Presents, or all or any the Agreements herein comprized; any Thing herein contained to the contrary thereof in any wise notwithstanding. **Lastly,** The said several Parties to these Presents do hereby bind themselves, their Heirs, Executors and Administrators, in the respective Sums of 100 l. for the specifick Performance and Execution of the several Covenants, Clauses, Items and Agreements herein contained, and which are on their respective Parts to be done, executed and performed. **In Witness** whereof the Parties first above mentioned have hereunto set their Hands and Seals, the Day and Year first above written.

Sealed and delivered (being first duly stamped, and being first agreed by and between all the Parties to the within written Indenture, That no Lease or Leases of the within mentioned Premises, or any Part thereof, shall be granted for any Term or Terms of Years, without the mutual Consent of all the said Parties) in the Presence of

Articles of Agreement to ascertain each Person's Number of Cattle to be put on Common, and to make other Regulations as to the Corn-Fields, &c.

Articles of Agreement indented, &c. **Between,** &c. being all of them Owners or Occupiers of several Lands, Tenements and Hereditaments, situate, lying and being within the Parish, Precincts, Common Fields, Meadows and commonable Places of C. in the County of B. of the one Part, and W. B. of, &c. Esq; M. S. of, &c. Gent. W. J. of, &c. Gent. and J. B. of, &c. Yeoman, of the other Part.

Whereas divers and sundry Persons that now are and have been the Proprietors, Owners and Occupiers of divers and sundry Lands, Tenements and Hereditaments within the Parish, Precincts and Commonable Places of C. have for some Time past greatly furcharged and oppressed the Commonage and Common of Pasture within and belonging to C. aforesaid, by putting and keeping thereon more and greater Number of Cattle than they ought to have done, or have Right of Common for, and by using the same in other Manner than the same ought to have been used, to the great Damage and Prejudice of other Persons having Right of Commonage there: **Now** for the preventing, redressing and reforming the same for the future, and for the regulating and ordering of the Commonage and Common of Pasture in Time to come, which yearly and every Year should and ought to be had and taken within the Precincts, Common Fields, Common Meadows and Commonable Places of C. by the Owners and Occupiers of Lands therein, and for the ascertaining how many and what Number of Commonable Cattle such Proprietors and Possessors of Lands in that Parish may hereafter have, keep and depasture thereof, and to the End, Intent and Purpose, that all and every the Persons first above named, that are Owners and Occupiers of Land in C. aforesaid, that have and claim to have Right of Common in Respect of the Lands they hold and enjoy, may not oppress or furcharge the Common, by putting on a greater Number or more Cattle thereon, or in other Manner than is herein mentioned, expressed and declared, and that any one having such Right of Common may have and enjoy their proportionable Share of Common, and have the Benefit thereof, in Proportion to the several Lands they hold and enjoy; **It is hereby covenanted,** granted, concluded and agreed upon, by and between the Parties to these Presents, that all and singular the Orders, Articles and Agreements herein after mentioned, expressed and set down, shall be punctually observed, performed and kept, by all and every the Parties hereunto, and that the publick Advantage and equal Right of all and every the Inhabitants, Owners and Occupiers of Lands in C. may be preferred before the private Advantage of some self-

Recital of several Persons having furcharged the Common to the Prejudice of others having Right: For preventing the same, and for ascertaining the Number of Cattle of each Proprietor, &c. according to their Proportions of Lands.

The Proprietors covenant to perform the Agreements hereafter mentioned.

1st Article.
The Quantity of Cattle ascertained in Proportion to the Land each enjoys.

2d Article.
Not to put any Cows or Bullocks in any of the Highways, &c. within the Corn Fields till a Day certain.

3d Article.
Not to put any Horses, &c. in the Highways, &c. in the Corn Fields till, &c. nor put their Horses, Cows, or Sheep into the Wheat Stubbles till, &c. Nor Sheep into the Barley Stubble, till, &c.

4th Article.
Of draining Water.

5th Article.
Who to be Field-Drivers or Tellers of Cattle, and

interested Persons who endeavour to break through all Orders that tend to the publick Advantage and good of their Neighbours, they the said *G. H. E. N. &c.* (the Proprietors) for themselves severally and respectively, (that is to say) each of them for themselves, and for their several and respective Heirs, Executors, Administrators and Assigns, and for so much as concerneth, or may concern, his own Act and Acts only, and not one of them for the other, nor for the Act or Acts of the other, or for the Heirs, Executors, Administrators or Assigns of the other, **Doth** severally, and not jointly, covenant, promise, grant and agree, to and with the said *W. B. &c.* their Executors, Administrators and Assigns, and to and with every of them, by these Presents, in Manner following, (that is to say,) That they the said *G. H. E. N. &c.* and their Heirs, Executors, Administrators and Assigns, and every of them, shall and may, from Time to Time, and at all Times hereafter, during the Space of — Years now next coming after the Day of the Date of these Presents, well and truly observe, perform, fulfil, do and keep all and singular the Articles, Covenants, Grants, Promises, Clauses and Agreements herein after in and by these Presents mentioned and expressed, specified and comprized, and shall, in Case they, or any or either of them, shall wilfully make Breach, or willingly break any or either of the said Articles, Covenants, Grants and Agreements, or procure the same to be broken, pay or cause to be paid, all and every such Sum and Sums of Money, Pains, Penalties and Forfeitures, by the said several Articles to be paid on Demand, without any Fraud or Delay. **First of all,** It is covenanted, granted, concluded and agreed upon by and between all the Parties to these Presents, that they, nor either of them, nor any other Person or Persons, that hath or may have any Right of Common for any Cattle within the Precincts, Common Meadows, or Commonable Places of *C.* shall or will put thereon, keep or depasture there, during the Space of 12 Years now next ensuing, any more or greater Number than one Horse or Gelding, two Cows or Bullocks, and 16 Sheep, for every 20 Acres he or they shall have, hold, enjoy and occupy in the said Common Fields and Meadows, upon Pain and Penalty that they, every or either of them which do or shall put thereon, keep or depasture there, any more or greater Number of Horses, Geldings, Cows, Bullocks or Sheep, than after the Rate and Proportion above mentioned, within the said Term, shall and will for every Time he or they shall make Breach of this Article, forfeit and pay, or cause to be paid, unto the said *W. D. &c.* or some or one of them, the Sum of 10 s. of lawful Money of Great Britain, upon Demand. **Also** it is covenanted, granted, concluded and agreed upon, by and between all the Parties to these Presents, that neither they, any or either of them, or any other Person or Persons that hath, or shall have, any Right of Common for any Cattle within the Common Fields of *C.* shall or will put on or keep, feed or depasture any of his or their Cows or Bullocks in any of the Highways, waste Grounds or Commonable Places within the Corn Fields of *C.* until the 11th Day of *May* yearly, during the said Term of 12 Years, upon Payment and Penalty that they, all and every other Person and Persons, that do or shall make Breach of this Article, shall and will forfeit or pay, or cause to be paid, to them the said *W. D. &c.* or some or one of them, the Sum of 10 s. upon Demand. **Also** it is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, that neither they nor any of them, nor any other Person or Persons, that hath or may have any Right of Common for any Cattle within the Common Fields, Meadows or Commonable Places of *C.* shall or will put or keep or depasture any of his or their Horses, Mares or Geldings, upon the Highways, waste Grounds or Commonable Places in any of the Corn Fields of *C.* aforesaid, until the first Day of *August* yearly, nor shall put, keep or depasture any of their Horses, Cows or Bullocks, into the Bean Fields that are sown with Beans, till such Fields be clean rid, nor any Horses, Cows or Sheep into the Wheat Stubbles, until one Day after the Wheat and Corn be carried out of the same, nor any Sheep into Barley Stubble, until the 16th Day of *October* yearly, upon Pain that they, each and every of them, that do or shall make Breach of this Article, in any one of the Particulars before mentioned, shall and will forfeit and pay unto them the said *W. D. &c.* or one of them, the Sum of 10 s. upon Demand. **Also** it is covenanted, granted, concluded and agreed upon, by and between all and every the Parties to these Presents, that they, and all other Person and Persons, which have, or hereafter may have, any Lands in the Tithe Fields, that are, or shall be hereafter, during the said Term of 12 Years, sown or made for Tithe, that is or may be subject to Damage by the Water standing thereon, shall and will, in a Husbandlike Manner, water, furrow and scower the Water-Courses for the Water to pass away in the most usual and convenient Places of their Lands so sown or made up for Tithe, upon Pain that they, and each and every other Person and Persons that shall refuse or neglect to water, furrow or scower the Water-Courses in Manner aforesaid, shall and will forfeit and pay to them the said *W. D. M. S. W. J. and J. B.* or some of them, the Sum of 6 s. 8 d. upon Demand. **Also** it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, that *T. H. &c.* shall be Field-Drivers or Tellers of the Cattle that are commoned and kept within the Common Fields and Commonable Places belonging to *C.* aforesaid, to see and take Care from Time to Time, during the

the said Term of 12 Years, that all the Clauses, Articles and Agreements before mentioned, and every of them, be duly performed, observed and kept; to whom, or to any three or more of them, all and every of the Parties hereunto, and all and every other Person and Persons who have or hath any Right of Common in the Common Fields, Meadows and Commonable Places of C. shall and will, before the fifth Day of April yearly and every Year, during the said Term of 12 Years, give and send a particular Account of what Number or Numbers of Cattle they can respectively keep, for or in respect of the Lands they respectively hold and occupy, and particularly what and how many Cattle they severally keep, or may or can put on the said Commonable Places, and what and how many Commons have been let or demised to any other Person or Persons, and to whom by Name they have let the same, upon Pain that every Person or Persons, that shall neglect or refuse to give such Account, or shall break or infringe this Article, or any Part thereof, shall for every Breach thereof pay unto them the said W. D. M. S. W. J. and J. B. or some or one of them, upon Demand, the Sum of 5*l.* In Witness, &c.

take Care that these Articles be observed. Commoners to send Accounts of the Numbers of their Cattle.

An Agreement by Deed Poll between Tenants in Common about Ploughing a common Field, and ascertaining the Quantity of Cattle to be put thereon when fit for pasturing.

To all, &c. We whose Hands and Seals are hereunto set send Greeting. **Whereas** a Parcel of Pasture Ground, called, &c. and Down, lying, &c. is Part of Parcel of the Manor of, &c. and belongs to the several Lands and Tenements in, &c. aforesaid, which are in the several Possessions of us whose Names are hereunder written, by such Proportions and Allotments thereof as were enjoyed or occupied with our said several Lands and Tenements by the respective Owners thereof about 30 Years ago, when the said Down was ploughed and sown with Corn and Grain; and since that Time the said Down has been used by us in Common for feeding Sheep, by every of us, after the Rate of 50 Sheep for every Yard-land in, &c. aforesaid, and proportionably for a greater or less Quantity: **Now know ye**, that it is agreed between us, That from henceforth yearly, so long as the major Part of us shall think fit, the said Down shall be ploughed and sown with Corn and Grain, and used and enjoyed for that Purpose separately by us, according to our said former Portions and Allotments to our said respective Lands and Tenements; and every of us shall, in the last Year of sowing the said Down, sow on his several Allotment so much Trefoil-seed as the major Part of us shall think fit. **And it is further agreed** between us, That none of us shall permit or suffer any Cattle to depasture or be kept upon the said Down at any Time in any Year after such Corn shall be sown in the said Down, until all the Corn or Grain there growing shall be cut, mowed and carried away; and at such Times in the Year when the said Ground shall be convenient for pasturing Cattle, then none of us shall depasture or keep there more or other Cattle than according to the Proportion of 35 Sheep for every Yard-land. **And it is further agreed**, That every of us, according to the Proportion of his Allotment aforesaid, shall bear and pay the Charges of making and maintaining of such Hedges as the major Part of us shall think necessary to be made upon the said Down, and shall bear such proportionable Part of all Charges, which the major Part of us shall think fit to expend about the enforcing the due Performance of the mutual Agreements herein contained, and securing the Enjoyment of the aforesaid Portions and Allotments of the said Down. And for the true Performance of, &c. (*A Penalty may be added.*) In Witness, &c.

Agreement to plough a Down.

Allotments. Cattle when to be kept thereon or not, and in what Proportion.

Charges of Hedges, &c. how to be paid.

Between two Jointenants, that the Rents of Leasehold Estates shall be equally divided, and that no Benefit shall be taken by Survivorship.

Articles, &c. Between J. G. of, &c. of the one Part, and R. D. of, &c. of the other Part, viz.

Whereas, &c. (*Recital of a Lease from J. W. to A. W. of a Messuage, &c. for seven Years, at 20 l. per Ann. and another Lease from said A. W. to F. J. of two Chambers and a Cellar for five Years, at 8 l. per Ann.*) **And whereas** the Estate, Right, Title, Interest and Term of Years to come of him the said J. W. of, in and to the above recited Premises, and every Part thereof, is lawfully come to, and vested in the above named J. G. and R. D. by Force and Virtue of one Indenture of Assignment, bearing Date, &c. made by the said J. W. to the said J. G. and R. D. as in, &c. **And whereas also**, &c. (*Recital of a Lease from said J. G. and R. D. to D. D. of one Chamber and Shop, Part of the Premises first above recited, for three Years, at 14 l. per Ann.*) **Now these** Presents witness,

two Leases. Parties hereto.

Assignment. Another Lease.

Covenant that
the Rents shall
be equally di-
vided,

and that no
Benefit shall
be taken by
Survivorship.

No one of the
Parties to re-
ceive Rents
without the
others;

nor sell his
Estate without
the Know-
ledge of the
others, and
their Refusal
to buy the
same.

The Writings
recited to be
for the Benefit
of both Par-
ties, &c.

The Party
keeping them
to produce
them on Re-
quest.

witness, and it is **First** of all hereby covenanted, concluded and agreed, by and between the said Parties to these Presents, That forasmuch as each of them the Parties above named have disbursed and paid equally their Shares of Money towards and for the purchasing of the Premises before mentioned, that the aforesaid Rents of 20*l.* 8*l.* and 14*l.* in and by the said several recited Leases reserved, shall be equally divided and shared between the said Parties to these Presents; **And** if either of the said Parties to these Presents shall happen to die before the End and Expiration of the Term and Terms of Years in the said several Indentures of Lease before recited contained, that then and from thenceforth it shall and may be lawful to and for the Executors, &c. of the Party deceased, to have, occupy, receive, take and enjoy the full and intire Moiety or Half-Part of all the Rents, Issues and Profits of all and singular the before recited Premises, with the Appurtenances, in as large and ample Manner and Form to all Intents and Purposes as the Party so dying should or ought to have done if he were then living; any Restraint, Provision or Statute to the contrary notwithstanding: **And** that neither of the said Parties, nor the Executors, &c. of them, or either of them, shall or will at any Time hereafter take, demand or receive any of the Rents above reserved, or make or give any Discharge or Acquittance of or for the same, or any Part thereof, without the Assent and Privy of the other Party, his Executors, &c. first had and given under their Hands. **Also** it is further covenanted, &c. by and between the said Parties to these Presents, That neither of the said Parties, nor the Executors, &c. of them, or of either of them, shall or will at any Time or Times hereafter grant, bargain, sell, assign, surrender or convey his or their Estate or Estates, Right, Title, Interest, Term of Years to come, of, in or to all or any Part of the before recited Premises, to any Person or Persons whatsoever, without the Knowledge of the other Party, his Executors, &c. and his or their Refusal to accept a Grant, &c. of such his or their Estate, &c. he or they paying as much as any other shall and will give for the same. **And lastly**, it is covenanted, &c. by, &c. that all and every of the said Deeds and Writings before recited shall be and enure, and be reputed, deemed and taken to be and enure to the joint Use and Uses, Benefit and Commodity of both the said Parties, their Executors, &c. and to no other Intent or Purpose whatsoever; **And** that the Party so keeping the said Writings, his, &c. shall and will, upon the reasonable Request of the other Party, his Executors, &c. at all Times hereafter produce and bring forth all and every, or so many of the said Writings as shall be required, either for the Maintenance of their Title to the Premises, or for the selling and conveying of his and their Estate and Interest of and in the Moiety of all or any Part of the said recited Premises. **In Witness, &c.**

Agreement between Jointenants for cutting Corn, and dividing it in the Field when the same shall be mowed and reaped.

Articles, &c. Between R. G. of, &c. of the one Part, and J. N. of, &c. of the other Part, as follows.

Whereas J. N. and R. G. have a joint Right, Property and Interest of, in and to the Corn and Grain standing, growing and being upon several Parcels of Land whereof K. N. Father of the said J. N. was possessed, lying, &c. **Now** for the better dividing the said Corn and Grain between them the said R. G. and R. N. they the said R. G. and R. N. do covenant and agree in Manner and Form following, that is to say, **First**, the said R. G. doth for himself, his, &c. covenant, grant and agree, to and with the said J. N. his, &c. by these Presents, That when and as soon as the said Corn and Grain shall be reaped, mowed or cut down, he the said R. G. his, &c. shall or will divide, or cause the same to be divided, into two equal Parts; **And** shall and will permit and suffer the said J. N. his, &c. and his and their Servants, Labourers and Workmen, with necessary Carts and Carriages peaceably and quietly to enter into and upon all the several Parcels of Land before mentioned, and the Moiety or one Half of all the Corn or Grain aforesaid to load, have, take, carry away and enjoy, to and for the only and proper Use and Behoof of the said J. N. his, &c. without any Let, Trouble, Interruption or Contradiction of or by the said R. G. his, &c. without Fraud or Delay. **Also** the said J. N. doth for himself, his, &c. covenant, &c. to and with the said R. G. his, &c. by these Presents, That he the said R. G. his, &c. shall or lawfully may load, have, take, carry away and enjoy the other Moiety or one half of the Corn and Grain aforesaid, to and for his and their own proper Use and Behoof, without any Let, &c. of or by the said J. N. his, &c. **And also** that the said J. N. his, &c. shall and will from Time to Time, upon Notice and Request to him or them made, well and truly pay or cause to be paid unto said R. G. his, &c. all such Sum or Sums of Money as he or they shall expend, lay out or disburse for or about the reaping, mowing, cutting down, or otherwise harvesting the Corn and Grain aforesaid, without Fraud or Delay. **In Witness, &c.**

An Agreement between two Joint Owners of Corn, for dividing the same as it is threshed.

Articles, &c. Between T. J. of, &c. of the one Part, and T. T. of, &c. of the other Part, as follows, viz.

Whereas the said T. J. and T. T. are jointly possessed of a certain Quantity of Barley in the Straw, lately grown upon eight Acres of Land in, &c. and also of a certain Quantity of Oats, lately grown upon 20 Acres of Land in, &c. which said Barley and Oats are now in the Barn of the said T. J. in, &c. and in a Rick near the said Barn: Wherefore for the better dividing of the said Barley and Oats, as is herein after mentioned, it is covenanted and agreed between the said Parties in Manner and Form following, that is to say, **First**, the said T. J. doth for himself, his, &c. covenant, grant and agree, to and with the said T. T. his, &c. by these Presents, That he the said T. T. his, &c. and any other Person and Persons to be by him or them appointed, shall or lawfully may from Time to Time, and at all Times seasonable, before the — Day of — next ensuing the Date hereof, enter into and upon the Barn of the said T. J. before mentioned, and the Close thereunto adjoining, and thresh out and winnow all the said Barley and Oats there; and also have, take and carry away, to and for the Use and Behoof of the said T. T. his, &c. three fifth Parts, or three Parts, the Whole in five Parts to be divided, of all the Straw arising and coming of the said Barley and Oats, being threshed from Time to Time, as the same shall be threshed, without any Let, Trouble, Interruption or Contradiction of or by the said T. J. his, &c. and also that he the said T. T. his, &c. and any other Person or Persons to be by him appointed, upon reasonable Notice to be given to the said T. J. his, &c. shall or lawfully may from Time to Time, and at all Times seasonable, after the Barley and Oats aforesaid shall be threshed and winnowed, enter into and upon the Barn aforesaid, and the said Barley and Oats equally divide by the Bushel; and the Moiety or one Half of the said Barley and Oats so divided, shall or may have, take and carry away, to and for the sole and proper Use of the said T. T. his, &c. without any Let, &c. of or by the said T. J. his, &c. **Also** the said T. J. for himself, his, &c. doth further covenant, &c. to and with the said T. T. his, &c. by these Presents, That he the said T. J. his, &c. shall not at any Time, before the said Barley and Oats shall be equally divided according to the true Intent hereof, have, take or carry away from the Barn or Close aforesaid any Part of the Barley and Oats aforesaid. **Also** the said T. T. doth for himself, his, &c. covenant, &c. to and with the said T. J. his, &c. by these Presents, That he the said T. T. his, &c. shall and will, at his and their only proper Costs and Charges, thresh out and winnow all the Barley and Oats aforesaid, or cause the same to be threshed out and winnowed before the said — Day of — next coming; and also that he the said T. T. his, &c. shall and will permit and suffer the said T. J. his, &c. peaceably and quietly to have, take and enjoy two fifth Parts of all the Straw arising and coming of the Barley and Oats aforesaid, the said Straw to be divided by the daily Threshing, (to wit), the said T. J. to have two Days Threshings, and the said T. T. three Days Threshings thereof interchangeably; And also that the said T. T. his, &c. shall and will permit and suffer the said T. J. his, &c. peaceably and quietly to have, take and enjoy, to and for his and their only and proper Use and Behoof, the Moiety or one Half of all the Barley and Oats aforesaid, being equally divided by the Bushel as aforesaid. **In Witness,** &c.

Sixthly, Concerning the Maintenance of a Lunatick, and the Disposition of his Effects.

Articles, &c. Between J. J. of, &c. and E. his Wife, M. B. of, &c. F. S. of, &c. J. S. of, &c. and C. S. of, &c. (which said E. J. M. B. F. S. J. S. and C. S. are the five Daughters of W. S. formerly of, &c. and M. his Wife, both deceased) of the one Part, and J. R. of, &c. of the other Part, in Manner as follows, viz.

Whereas the said W. S. having Issue his above named five Daughters, and also Issue one Son called T. S. he the said W. S. by his last Will and Testament in Writing, duly executed, did thereby make some Provision for his said Daughters, in such Manner as therein is mentioned; and he the said Testator did thereby devise to the said T. his Son the Sum of 200*l*. and

and also the Reversion of a real Estate therein mentioned, expectant upon the Death of the said *M.* his the said Testator's Wife; and the said Testator thereby made a proper Provision for the Education and Maintenance of his said Son, and appointed the said *M.* his Wife and his Daughter the said *E. J.* Executrixes of his said Will, and soon after died, seised of the said real Estate, and also possessed of and intitled unto a considerable Personal Estate, consisting (among other Things) of the Sum of 1000*l.* due and secured to him by Mortgage made to him of the real Estate of *E. W.* Esq; or of some other Estate, situate, &c. **And whereas** soon after the Decease of the said *W. S.* the said *M.* his Wife, and one of his Executrixes, having alone proved his said Will, and possessed herself of all her said Testator's Real and Personal Estates, (except the said Sum of 1000*l.* due and secured by the said Mortgage) and she the said *M.* the Executrix, afterwards sold the said real Estate of her said Husband for a considerable Sum of Money, which she received, and procured the said *T. S.* her Son, to join with her in such Sale: **And whereas** the said *M. S.* in her Life-time purchased a Messuage or Tenement, situate, &c. for the Residue of a long Term of Years to come therein, and as the same now is or late was in the Occupation of, &c. **And whereas** the said *T. S.* now is and for a great many Years last past hath been much disordered in his Understanding, and not capable of doing any Act, inasmuch that he was not of Capacity to make up any Account with his said Mother, tho' he continued under her Care, and was maintained by her till the Time of her Decease: **And whereas** the said *M. S.* on Account of the Matters aforesaid, became considerably indebted unto the said *T. S.* and for the satisfying of the same she appointed, or intended so to do, that the said Money due from the said *E. W.* by his aforesaid Mortgage, and also the said Messuage in *H. Street* aforesaid, should be assigned to or for the Benefit of him and of his legal Representatives: **And whereas** the said *T. S.* as yet remains very much disordered in his Senses, and in all human Probability will never recover the same, and he is now under the Care of the said *M. B.* at her House in *N.* aforesaid, and there is now due to her the said *M. B.* for his Maintenance, at the Rate of 20*l.* per Year since his Mother's Death, the Sum of 60*l.* or thereabouts: **And whereas** the said *J. J.* out of his own proper Monies hath laid out and disbursed over and above what was by him received, the Sum of 23*l.* 7*s.* 7*d.* in the necessary Repairs of the said Messuage in *H. Street* aforesaid: **And whereas** the said principal Sum of 1000*l.* so secured as aforesaid, is now due and owing, and since the Death of the said *M. S.* there is due and in Arrear for the Interest thereof, and for Arrears of Rent of the said Messuage, several Sums of Money, amounting in the Whole to the Sum of 160*l.* and upwards: **And whereas** the said *E. J. M. B. F. S. J. S.* and *C. S.* (after Payment of 20*l.* a Year for the Maintenance of their Brother the said *T. S.*) are during his Life interested of and in the Surplus of the said yearly Interest and Rent in equal Proportions, and after his Death Intestate, or *Non compos*, they will be then interested in and intitled unto the said Sum of 1000*l.* and also to the said Messuage and Tenement, to be equally divided between them, and they being so interested and intitled in Manner as aforesaid, have mutually agreed, that as well the Arrears of Interest and Rent so now due as aforesaid, and the Surplus thereof, as also the subsequent yearly Interest and Rent from henceforth during the Life of their said Brother, and after his Death that then the said principal Sum of 1000*l.* as also the said Messuage, and Tenement and Premises, shall go, be paid, applied and disposed of to them and their respective Representatives, equally in such Manner as herein after is in that Behalf mentioned and expressed: **Now these Presents witness**, That in Pursuance and Performance of the said recited Agreement, and for the preventing of all Suits, Disputes and Controversies that may happen or arise touching the Premises aforesaid, and to the Intent the yearly Sum of 20*l.* shall be paid for the Support and Maintenance of the said *T. S.* during his Life, and for other the Ends and Purposes aforesaid, it is hereby mutually and reciprocally covenanted, promised, agreed, intended and declared, by and between the said *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* for themselves, and for their respective Executors and Administrators, in Manner as follows, (that is to say,) That the said several Sums of 23*l.* 7*s.* 7*d.* and 60*l.* so now respectively due to them the said *J. J.* and *M. B.* for such Repairs and Maintenances as aforesaid, shall in the first Place be paid them respectively out of the said Arrears of Interest and Rent so now due as aforesaid, and that the Surplus of the said Arrears of Rent and Interest shall be equally shared and divided between them the said *E. J. M. B. F. S. J. S.* and *C. S.* **And further**, that the said *T. S.* shall from henceforth reside and dwell with the said *M. B.* his Sister at *N.* aforesaid, during their joint Lives; and in Case of the Death of her the said *M. B.* before the said *T. S.* then at such other Place and with such Person or Persons as herein after is for that Purpose mentioned, directed and appointed; and that the said yearly Sum of 20*l.* clear of all Taxes, Charges and Deductions whatsoever, shall be paid to her the said *M. B.* during her Life for his Maintenance, and after her Death, then to such other Person or Persons who shall have the Care and Maintenance of the said *T. S.* by and out of the said yearly Interest of the Mortgage of 1000*l.* aforesaid, and Rent of the said Messuage, for the Board and Maintenance of him the

the said *T. S.* In Consideration whereof the said *M. B.* doth hereby covenant and agree to and with the said *J. J. E.* his Wife, *F. S. J. S.* and *C. S.* that she the said *M. B.* from Time to Time, and at all Times, at her own Costs and Charges during the joint Lives of her and the said *T. S.* shall and will find and provide him the said *T. S.* with suitable and sufficient Meat, Drink, Washing, Lodging, Fire, Candle and Apparel, and also take proper and due Care of his Person, and that he shall be well used there; and as to the Surplus as well of the yearly Interest of the said Sum of 1000*l.* as also the Rents and Profits of the said Messuage in *H. Street* aforesaid, after Payment of the said yearly Sum of 20*l.* for the Maintenance of the said *T. S.* as aforesaid, **It is hereby further mutually declared and agreed** by and between the said *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* that the same shall, from Time to Time during the Life of the said *T. S.* go, be paid and equally divided between them the said *E. J. M. B. F. S. J. S.* and *C. S.* their several and respective Executors and Administrators, in equal Shares and Proportions, and be by them severally and respectively taken and received to their several and respective proper Uses and Benefit, without any Benefit or Advantage whatsoever of Survivorship, in the same Manner and Nature as Tenants in common: And it is hereby further covenanted, declared, agreed and intended by and between the said *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* in Manner as follows, *viz.* That in Case the said *M. B.* shall happen to die before the said *T. S.* and he shall her survive, then and in such Case he the said *T. S.* shall be maintained, boarded, taken Care of and kept in Manner as aforesaid, with such of them the said *E. J. F. S. J. S.* and *C. S.* or with such other Person or Persons, and at such Place or Places, as they the said *E. J. F. S. J. S.* and *C. S.* or the Survivors of them, shall then, or at any Time thereafter, upon the Death of any or either of them, by Majority of Voices determine, order and direct the same; and in Case there shall at any Time be Equality of Voices touching the same, then and in such Case the same shall at all Times be finally ordered and determined between the same surviving Parties by their casting or drawing Lots, as in such Cases used and accustomed; and that from and after the Death of the said *M. B.* the said yearly Sum of 20*l.* shall from thenceforth be paid out of the said yearly Interest of the said 1000*l.* and yearly Rent of the said Messuage, on the Days or Times and in Manner as the same is herein before mentioned, to such Person or Persons who shall have such future Care, Board and Maintenance of him the said *T. S.* during his Life as aforesaid. **Provided nevertheless,** and so as such Person or Persons shall and do provide for, maintain and take such Care of him the said *T. S.* as the said *M. B.* hath herein before agreed to do and perform; and further, that from and immediately after the Death of the said *T. S.* that then as well the said principal Sum of 1000*l.* as also the said Messuage or Tenement, situate in *H. Street* aforesaid, during the Residue of the Term of Years then to come therein, and the clear Rents and Profits thereof, shall from thenceforth go and be equally parted, shared and divided between them the said *E. J. M. B. F. S. J. S.* and *C. S.* Share and Share alike, and to their several and respective Executors, Administrators and Assigns, and that without any Manner of Benefit or Advantage of Survivorship whatsoever to be had or claimed by them, or any of them, of, in or to the same Premises, or any Part or Parcel thereof. **And these Presents further witness,** that to the End, Intent and Purpose, as well the Arrears of Interest of the said 1000*l.* and the Rent of the said Messuage so now due as aforesaid, as also all the future and subsequent yearly Interest of the said Sum of 1000*l.* and the clear yearly Rent of the said Messuage during the Life of him the said *T. S.* shall be applied and paid to the several Persons, Uses, Intents and Purposes, and in such Manner as are herein before mentioned, agreed, declared and intended of and concerning the same respectively, they the said *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* **Have,** and each and every of them **hath,** and by these Presents **Do,** and each and every of them **Doth** make, ordain, constitute and appoint, and in their Place and Stead depate and put the said *J. R.* their true and lawful Attorney in their Name or Names, or otherwise, to ask, demand, sue for, recover and receive of and from the said *E. W.* and also all and every other Person or Persons whatsoever, who are or shall be liable to pay the same, as well the Arrears of the said principal Sum of 1000*l.* and also the Arrears of Rent of the said Messuage so now due as aforesaid, as likewise all the subsequent Interest of the said Sum of 1000*l.* and the yearly Rent of the said Messuage from henceforth to grow due for the same respectively during the Life of the said *T. S.* and upon Receipt thereof, or of any Part or Parts thereof, to give proper and sufficient Receipts and Discharges for the same, and upon Non-payment thereof, or of any Part thereof, to commence any Action or Suit, or make any Distress or Distresses for the same, as Occasion may require; and also to let and set the said Messuage, or Tenement and Premises, or make any Contract for so doing, at the Rent the same is now let at, or for the most Rent that can be had or got for the same without Fine; and for the End and Purposes aforesaid, they the said *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* do, and each and every of them doth hereby give and grant unto the said *J. K.* and his Assigns, their full, whole and absolute Power in all and singular the before mentioned Premises, and that in

as full, large and ample Manner to all Intents, Constructions and Purposes whatsoever, as if the they said *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* or any of them, had been personally present, and actually transacted, executed or done the same; and they do hereby ratify, allow and confirm all and every such legal Acts, Matters and Things as he the said *J. K.* shall do or cause to be done in, about, touching or concerning the before mentioned Premises: **Nevertheless in Trust**, and to, for and upon the several Uses, Ends, Intents and Purposes herein before mentioned, expressed, intended and declared of and concerning the same respectively: **And** the said *J. K.* for himself, his Executors and Administrators, doth hereby covenant to and with each and every of them the said *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* their respective Executors, Administrators and Assigns, that he the said *J. K.* immediately after his Receipt of the Interest of the said Sum of 1000 *l.* and the clear yearly Rent of the said Messuage or Tenement, shall and will from Time to Time and at all Times (after all his reasonable Expences and Charges for his Trouble and Pains in collecting the same thereout deducted, and which he is hereby enabled and empowered so to deduct and retain) account for, apply and pay all the Residue of the Monies so to be by him received, to, for and upon the several Uses, Trusts, Ends, Intents and Purposes herein before mentioned, expressed and declared of and concerning the same respectively, and to and for no other Use, Trust, Intent or Purpose whatsoever. **And lastly**, for the true Performance of all and every the Covenants and Agreements herein before contained by each of them the said Parties to these Presents to be done and performed, they the same Parties for themselves and for their respective Executors and Administrators, do hereby severally bind themselves unto each other, and the Executors and Administrators of each other, in the penal Sum of 500 *l.* of lawful Money of *Great Britain*, firmly by these Presents. **In Witness, &c.**

Seventhly, Between Executors, Administrators and Widows; and Creditors, Legatees, &c. Concerning the Testator's or Intestate's Effects, Accounting, Administring, &c.

An Agreement between three Executors for the faithful Execution of a Will, mutual Covenants that each is possessed of one Third of the Testator's Effects come to their Hands, and that they will account, &c. for what happens in Futuro.

THIS Indenture Tripartite made the, &c. Between Sir *P. F.* of, &c. of the first Part, *R. F.* of, &c. of the second Part, and *R. B.* of, &c. of the third Part, **Whereas** *K. M.* late of, &c. late Wife of *F. M.* Esq; deceased, did by her last Will and Testament, bearing Date, &c. make and ordain the said Sir *P. F.* *R. F.* and *R. B.* her Executors of her said last Will and Testament, and did thereby commit unto them great Confidence in Trust, for the Disposing of her Goods and Chattels and of some Profits of Lands, and for the full, due, and faithful Execution of the said last Will and Testament of the said *K. M.* as by the said last Will and Testament more at large appears: **Now this present Indenture witnesseth**, That for the better and more sure Performance of the Trust and Confidence in the said Parties to these Presents reposed, and for the full and perfect Manifestation of their careful Intentions and great Respect they have of the just and true Execution thereof, that it is covenanted, granted, concluded, condescended and fully agreed by and between the said Parties to these Presents, and every of them doth covenant, conclude and agree, to and with the other, in Manner and Form following; That whereas the said Sir *P. F.* hath and possesseth an equal and just third Part of all the Goods, Chattels, Plate, Jewels and Sums of Money, which have in any wise as yet come to the Hands or Possession of the said Sir *P. F.* *R. F.* and *R. B.* and every or any of them as Executors of the last Will and Testament of the said *K. M.* or a full third Part of the true and just Value of them, being accounted and divided into three several Parts; and the said *R. F.* one other equal and just third Part of the said Goods, Chattels, Plate, Jewels and Sums of Money, or a full third Part of the true and full Value thereof; and the said *R. B.* one other equal and just third Part of the said Goods, Chattels, Plate, Jewels and Sums of Money, or a full third Part of a true and just Value thereof, as by three several Books of Particulars, one of which remaineth in the Possession of the said Sir *P. F.* one other in the Possession of the said *R. F.* and one other in the Possession of the said *R. B.* and being subscribed with every one of their said Names, doth and may appear: **Now** the said Sir *P. F.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *R. F.* and *R. B.* and either of them, their and either of their Executors and Administrators, and every of them by these Presents, that the said *R. F.* and *R. B.* their and either of their Executors, Administrators and Assigns, shall and may have, retain, keep or dispose their

Recital of Testator's Will, whereby she appoints three Executors.

Mutual Covenant that each Executor is possessed of his Share of Testator's Effects.

One Executor covenants to the other two that they shall keep their third Parts to

their said several third Parts of the said Goods, Chattels and Sums of Money, towards the Performance of the said last Will and Testament and Covenants in these Presents contained, if in case the said Sir P. F. shall survive the said R. F. and R. B. or either of them: **And** further also that if at any Time or Times hereafter, any more Goods, &c. shall come unto the Hands or Possession of the said Sir P. F. his, &c. for or by Reason of the Executorship of the last Will and Testament of the said K. M. that then he the said Sir P. F. his, &c. shall and will, within — Months next after reasonable Request to him or them to be made, pay and deliver one just and equal third Part, or the true Value thereof, unto the said R. F. his, &c. and one other just and equal third Part, or the true Value thereof, unto the said R. B. his, &c. **And also** that he the said Sir P. F. his, &c. shall and will well and truly satisfy or pay, or cause to be satisfied, one full third Part of all and every Legacy and Legacies, Bequest and Bequests, and of all Debts and other Matters and Things arising, growing due, payable or answerable, or to be due or payable, for or by Reason of the said last Will and Testament, or for the Execution of the same, or thereof shall and will within three Months next after reasonable Request, acquit, discharge or save harmless, the said R. F. and R. B. and either of them, their and either of their Executors, &c. and every of them; **And** that neither he the said Sir P. F. at any Time heretofore hath done, nor that he, his, &c. nor any of them at any Time, willingly or wittingly shall do, procure or cause to be done, any Manner of Act or Thing, without the Consent of the said R. F. and R. B. their, &c. that shall or may be any Impediment or Hindrance to the Execution of the said last Will and Testament of the said K. M. or whereby the said R. F. and R. B. or either of them, their or either of their Heirs, &c. may be in any Sort charged or hindred, contrary to the true Meaning of the same: **And** the said R. F. for himself, &c. doth covenant, &c. to and with the said Sir P. F. and R. B. (*ut supra*, and the like Covenant from the other Executor.) **In Witness** whereof the said Sir P. F. and R. F. to one Part of this Indenture *Tripartite*, remaining in the Custody of Sir P. F. and the said R. F. and R. B. to one other Part of this Indenture, remaining in the Custody of Sir P. F. and the said Sir P. and R. B. one other Part hereof, remaining in the Custody of the said R. F. interchangeably have set their Hands and Seals the Day and Year first above written.

Another Agreement between four Joint Executors, for the better Execution of a Will; different from the former.

Articles of Agreement Quadripartite, indented, &c. **Between** W. C. of, &c. of the first Part, A. C. of, &c. of the second Part, W. L. of, &c. of the third Part, and T. D. of, &c. of the fourth Part, as followeth.

Whereas R. P. late of, &c. the — Day of, &c. made his last Will and Testament in Writing, and did thereby make and appoint the said W. C. A. C. W. L. and T. D. Executors of his said last Will, and shortly after the making thereof died, as by the said Will, &c. may appear: **Now**, for the better Execution of the said Will, it is covenanted and agreed between the said Executors, in Manner and Form following, that is to say, First, the said W. C. doth for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said A. C. W. L. and T. D. their Executors and Administrators by these Presents, that the said W. C. shall not nor will not acquit, release and discharge any Debt, Duty or Sum of Money due unto the said R. P. in his Life-time, nor any Debt, Duty or Sum of Money due unto the said W. C. A. C. W. L. and T. D. by Reason or Means of the Execution of the last Will and Testament of the said R. P. nor acquit, release, discharge, discontinue or otherwise annul any Suit, Action, Cause, Complaint or other legal Proceeding to be by them brought, prosecuted or commenced, for any Matter, Cause or Thing whatsoever, touching the Execution of the last Will and Testament of the said R. P. without the special Licence and Consent of the said A. C. W. L. and T. D. the Survivors and Survivor of them therein or thereto first had and obtained; **And also** that he the said W. C. his Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, at and upon every reasonable Request of the said A. C. W. L. and T. D. and the Survivors and Survivor of them, give and deliver up unto them and the Survivors and Survivor of them, a true, exact and just Particular of all and singular Sum and Sums of Money, as well such as have been received, as such as have been disbursed by the said W. C. in, about or concerning the Execution of the last Will and Testament of the said R. P. and shall and will acquit and discharge the said A. C. W. L. and T. D. their Executors and Administrators, of and from all Sum and Sums of Money received or to be received by the said W. C. in and about the Execution of the last Will and Testament of the said R. P. of, from and against all and every Person and Persons to whom such Sum and Sums of Money, doth, shall or may of Right belong and appertain, and such

PART II.

¶ ¶ ¶

Sum

wards the Performance of the Will, &c. in case he survives them. And that if any more Goods comes to his Hands he shall deliver to the others, each a third Part, and pay one third Part of Legacies, &c. and indemnify the other Executors.

One Executor covenants with the others that he will not release any of the Testator's Debts, &c. without their Consent.

And to account,

and discharge the other Executors of what he receives,

Sum and Sums of Money so by him received or to be received, shall and will pay, dispose and employ, as by the last Will and Testament of the said *R. P.* is directed, limited and appointed; **And also** that the said *W. C.* his Executors and Administrators shall and will from Time to Time, and at all Times hereafter, sustain, bear, pay and discharge the fourth Part, or one Part, the whole in four Parts to be divided, of all Costs, Charges and Expences, which they the said *W. C.* *A. C.* *W. L.* and *T. D.* and the Survivors and Survivor of them, shall any way sustain, bear, pay or be put unto by prosecuting or defending of any Suit in Law or Equity, or otherwise, by Occasion, Means or Reason of the Execution of the last Will and Testament of the said *R. P.* without Fraud or Guile; **And also** that he the said *W. C.* shall and will assist and concur with the said *A. C.* *W. L.* and *T. D.* the Survivors and Survivor of them in and about the Payment of the Debts of the said Testator *R. P.* and of the Legacies given and disposed by the said *R. P.* in his said last Will, and in the Selling and Disposing of the Lands, Tenements and Hereditaments of the said *R. P.* by the said Will of the said *R. P.* appointed to be sold, and in all other Things tending to the due Execution of the last Will and Testament of the said *R. P.* without Fraud or Guile: **And** the said *A. C.* doth covenant, &c. (*mutatis mutandis*, as to the other Parties.) **In Witness, &c.**

N. B. To be four Parts, and all Parties to sign each Part.

An Agreement between two Brothers, Co-Executors of their Father, and one of them Executor of their Uncle, who are intituled by both Wills to Monies upon Contingencies, that each of them shall manage particular Parts of the Estates, and account to each other.

THIS Indenture made, &c. Between *A. A.* of, &c. one of the Executors of the last Will and Testament of *A. A.* late of, &c. his late Father deceased, and sole Executor of the last Will and Testament of *C. A.* late, &c. his late Uncle deceased, of the one Part, and *C. A.* of, &c. the other Executor of the last Will and Testament of the said *A. A.* also his late Father deceased, of the other Part. **Whereas**, &c. (*Recital of the Father's Will, whereby he gives* (inter al') 2000 *l.* to the Parties in Trust upon several Contingencies, and makes them Residuary Legatees of his Personal Estate, also in Trust upon Contingencies, and made them Executors; and of the Uncle's Will, whereby he gives to his said Nephew *A. A.* 3000 *l.* Bank-Stock, in Trust upon several Contingencies, and made him Residuary Legatee and sole Executor): **And whereas** 2000 *l.* Capital Stock in the Bank of England, Part of the Personal Estate of the said *A. A.* deceased, was on the, &c. sold by the said *A. A.* and *C. A.* Parties to these Presents, for the Sum of 2400 *l.* which said Sum of 2400 *l.* was, by the mutual Consent of both the said Parties to these Presents, paid to and received by the said *C. A.* Party thereunto, in Lieu and Satisfaction of the aforesaid Sum of 2000 *l.* and is by the like Consent and Agreement of the said Parties to these Presents, to remain and continue in the Hands of the said *C. A.* his Executors and Administrators, to be from Time to Time managed and employed and disposed of by him and them, upon the Trusts and for the Purposes in the said Will of the *A. A.* deceased, expressed and declared of and concerning the said Sum of 2000 *l.* and the said *C. A.* Party hereto, his Executors and Administrators to be at all Times hereafter chargeable with and accountable for the same accordingly: **And whereas** by the mutual Consent of both the said Parties to these Presents, the residuary Part of the Personal Estate of the said *A. A.* deceased, amounting to the Sum or Value of 12000 *l.* in Monies and Securities for Monies, as by Account stated under the Hands of both Parties to these Presents may appear, hath been paid and delivered to and received by the said *A. A.* Party to these Presents, and is by the like Consent and Agreement of the said Parties to these Presents to remain and continue in the Hands of the said *A. A.* his Executors and Administrators, to be from Time to Time managed, employed and disposed of by him and them, upon the Trusts, and for the Purposes in the said recited Will of the said *A. A.* deceased, expressed and declared of and concerning the same; and the said *A. A.* Party hereunto, his, &c. to be at all Times chargeable with and accountable for such Residuary Part accordingly: **And whereas** the said *C. A.* deceased, was at the Time of his Death intituled to 3000 *l.* Capital Stock in the Bank of England, over and besides the aforesaid 3000 *l.* Capital Stock, in and by this said Will given and bequeathed to his Nephew the said *A. A.* Party hereunto upon the Trusts therein mentioned concerning the same, and was also at his Death possessed of, or intituled to the further Sum of 3000 *l.* or the Value thereof, after all his known Debts, Legacies and Funeral Expences paid and discharged: **And whereas** it was the Mind and Intention of the said *C. A.* deceased, for some Time before his Death, that the Residuary Part of his Personal Estate, after his Debts, Legacies and Funeral Expences paid and discharged, should be equally shared in Value between his said two Nephews, Parties to these Presents, notwithstanding the unequal Division and Distribution thereof made by his Will,

Will, in Manner as aforesaid: **And whereas** the said *A. A.* Party hereunto, in Compliance with the said *C. A.* his late Uncle's said Design and Intention, and in Order to make such Equality as aforesaid, hath lately paid into the Hands of the said *C. A.* the Sum of 1500*l.* of, &c. Will. **And that the** Receipt and Payment whereof he doth hereby acknowledge, and doth agree to accept and take the same in full of one Moiety of the Residuary Part of the Personal Estate of the said *C. A.* deceased, which said Sum of 1500*l.* is by the mutual Consent and Agreement of the said Parties to these Presents, to remain and continue in the Hands of the said *C. A.* his, &c. to be from Time to Time managed, imployed and disposed of by him and them upon the like Trusts, and for the like Purposes, as in the said recited Will of the said *C. A.* deceased, is expressed and declared of and concerning the same 3000*l.* in the Capital Stock in the Bank of England thereby given and bequeathed unto the said *A. A.* Party hereunto, on the Trusts therein mentioned concerning the same; and he the said *C. A.* Party hereunto, his, &c. to be at all Times chargeable with and accountable for the same Sum of 1500*l.* accordingly: **Now this Indenture witnesseth,** That it is hereby mutually and reciprocally covenanted and agreed, by and between the said Parties to these Presents, in Manner following, (that is to say,) And first he the said *A. A.* Party hereunto, doth hereby for himself, his, &c. covenant, &c. to and with the said *C. A.* Party hereunto, his, &c. that he the said *A. A.* Party hereto, his, &c. shall and will from Time to Time, and at all Times hereafter, carefully and faithfully manage, imploy and dispose of the Residuary Part of the Personal Estate of the said *A. A.* deceased, (amounting to the Sum and Value of 12000*l.* as aforesaid,) upon the Trusts, and to and for the Intents and Purposes, as in the said recited Will of the said *A. A.* deceased is expressed and declared concerning the same; and also shall and will at all Times hereafter stand chargeable with, and answerable and accountable for the same accordingly; **And** for the more effectual and punctual Performance of the Covenants and Agreements herein before contained, on the Part and Behalf of the said *A. A.* Party hereunto, he the said *A. A.* Party hereunto, doth bind and oblige himself, his Heirs, &c. unto the said *C. A.* Party hereunto, his Executors, &c. in the Penal Sum of, &c. firmly by these Presents; and the said *C. A.* Party hereunto, doth hereby for himself, &c. covenant, &c. with the said *A. A.* Party hereunto, his, &c. that he the said *C. A.* Party hereto, shall and will from Time to Time, and at all Times hereafter, carefully and faithfully manage, imploy and dispose of the said several and respective Sums of 2400*l.* and 1500*l.* to, for, and upon the several and respective Trusts, Intents and Purposes herein after mentioned and expressed of and concerning the same respectively, (that is to say,) The said Sum of 2400*l.* upon the Trusts, and for the Intents and Purposes in the said recited Will of the said *A. A.* deceased, and expressed and declared of and concerning the said Sum of 2000*l.* thereby given to the said *A. A.* and *C. A.* Parties to these Presents, in Trust as aforesaid; and the said Sum of 1500*l.* upon the like Trusts, and for the like Purposes, as are in the said recited Will of the said *C. A.* deceased, mentioned and declared of and concerning the said 3000*l.* Capital Stock in the Bank of England, thereby given and bequeathed unto the said *A. A.* Party thereunto, in Trust as aforesaid; and also shall and will at all Times hereafter stand chargeable with, and answerable and accountable for the said several Sums of 2400*l.* and 1500*l.* accordingly. **And for the more effectual and punctual Performance of the Covenant and Agreement herein before contained on the Part and Behalf of the said *C. A.* Party hereunto, he the said *C. A.* Party hereunto, doth bind and oblige himself, his Heirs, &c. unto the said *A. A.* Party hereunto, his, &c. in the Penal Sum of, &c. firmly by these Presents.** **Provided always, and it is hereby declared and agreed by** and between the said Parties to these Presents, and it is the true Intent and Meaning of them and of these Presents, that in case at any Time or Times hereafter, any other or further Debt or Debts of the said *A. A.* deceased, shall arise and appear, besides what is now known to the said *A. A.* Party hereunto, then and in such Case, it shall and may be lawful to and for the said *A. A.* Party hereunto, his, &c. to pay and satisfy the same by and out of the said Residuary Part of the said late Father's Personal Estate; any Thing therein contained to the contrary thereof in any wise notwithstanding. **Provided also, and it is further hereby declared and agreed by** and between the said Parties to these Presents, and it is the true Intent and Meaning of them and of these Presents, that in case at any Time or Times hereafter, any other or further Debt or Debts of the said *C. A.* deceased, shall arise or appear, besides what are now known to the said *A. A.* Party hereunto, then and in such Case, one Moiety of such further or other Debt or Debts shall be paid and satisfied, by and out of the said Sum of 1500*l.* so paid to the said *C. A.* Party hereunto as aforesaid, and the other Moiety thereof shall be paid and satisfied by the said *A. A.* Party hereunto, his, &c. by and out of his or their own proper Monies and Estate; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

Agreement between an Executor and the Testator's Widow, who according to the Custom of the Province of York, is intitled to the Moiety of her Husband's Estate, she accepting Bonds and Specialties of the Testator of the Value in lieu, which the Executor hereby assigns over to her, she covenanting, that if more Debts appear, than the rest of the Personal Estate in the Executor's Hands will discharge, she will refund proportionably with other Legatees.

Articles, &c. Between M.M. of, &c. Clerk, Executor of the last Will and Testament of E.E. late of, &c. deceased, of the one Part, and A.E. Widow, Relict of the said E.E. of the other Part.

Assignment of Bonds, &c.

Authority to sue, &c.

Covenant not to receive Money without her Consent.

Covenant that the Assignee accepts them in lieu of the Moiety of the Personal Estate and a Legacy, &c.

Covenant that Assignee will refund proportionably if there happens to be more Debts than the Residue of the Personal Estate will satisfy.

Penalty.

In Witness, It is agreed by and between the said Parties to these Presents, and the said M.M. doth hereby give, grant and assign to the said A.E. all and every of the respective Bonds, Bills, Obligations, Specialties, and Securities for Money contained in the Schedule hereunto annexed; **And** the said M.M. doth hereby constitute and appoint the said A.E. his lawful Attorney to recover to her own and proper Use, whatsoever Monies are due or shall be due upon the same, and upon Receipts thereof to give Acquittances and Discharges, and upon Default of Payment to sue and implead the said respective Persons mentioned therein, in the Name of the said M.M. as Executor to the said E.E. or in the Name of the Executors or Administrators of the said M.M. in Case the said M.M. shall die before the said Monies shall be recovered; **And** the said M.M. doth for himself, his Executors and Administrators, covenant and grant, to and with the said A.E. her Executors and Administrators, not to receive any Money due upon the said Bonds or Specialties, nor to release or discharge the same or any of them, without the Consent of the said A.E. nor to do any Act or Thing, whereby she the E. shall be hindered or obstructed from receiving or recovering the Monies due upon the same to her own proper and sole Use. **Item,** The said A.E. doth for herself, her, &c. covenant and agree with the said M.M. his, &c. to accept the said Bonds and Specialties and Securities hereby assigned to her as aforesaid, in full Satisfaction of the whole Moiety of the personal Estate of the said E.E. her late Husband, due to her by the Custom of the Province of York, and likewise in Satisfaction of one Legacy of, &c. devised to her by the Will of her said Husband, as in full Satisfaction of whatever she may claim out of the personal Estate of the said E.E. **Item, Whereas** the aforesaid E.E. hath likewise by his aforesaid Will devised to several Persons several Legacies, amounting in all to, &c. or thereabouts as by the Will may appear: **Now it is agreed** between the said Parties to these Presents, that the said Legacies of, &c. shall be solely and clearly paid out of the Remainder of the personal Estate of the said E.E. remaining in the Hands of the said M.M. as Executor, and not out of any Part that is thereby assigned to the said A.E. but in case the said M.M. his Executors or Administrators, shall be sued or impleaded for any Debt due or pretended to be due by the said E.E. and more Monies shall be recovered against the said M.M. or the said M. shall be put to more Expences in Law or Equity, in defending the said Suit, than what remains in the Hands of the said M.M. as Executor to the said E.E. will satisfy; then it is agreed between the said Parties to these Presents, and the said E.E. doth covenant and agree to contribute her Proportion with the other Legatees towards the reimbursing the said M.M. so much as shall be recovered against the said M.M. or the said M.M. shall expend in defending the said Suit, more than what shall remain in the said M.M.'s Hands as Executor to the said E.E. **And** for the true Performance, &c. **In Witness, &c.**

An Agreement between Creditors and the Widow of a Debtor, concerning Administration and paying Debts.

Articles of Agreement of three Parts indented, &c. Between the Creditors of R.C. late of, &c. deceased, whose Names together with the Debts severally to them owing, are specified in the Schedule to these Presents annexed on the first Part, C.R. of, &c. a Creditor also of the said R.C. of the second Part, and J.C. of, &c. Widow of the said R.C. of the third Part, viz.

Agreement that one of

In Witness, The said Creditors and every of them have agreed, and by these Presents do agree with the said C.R. and J.C. that the said C.R. shall and may have and take the Admi.

Administration of all the Goods and Chattels which were of the said R. C. deceased, according to the Laws of this Realm, to dispose and administer the same according to the Tenor of these present Articles, and not otherwise. **Item,** That in Consideration of such Pains as the said C. R. shall take and be at, in and about the said Administration, the said C. R. upon his true and reasonable Account thereof made before such Auditors as the said Creditors or the greater Part of them shall assign to take the said Account, shall have Allowance of his reasonable Costs and Charges, as well in Suits of Law, or otherwise, by him to be expended about the said Administration, and also that the said C. R. at every Dividend making, shall and may retain, for and towards his own Debt owing by the said J. C. so much as shall be an equal Portion with what he shall divide and pay to the other Creditors, according to the Quantity of their several and respective Debts. **Item,** That the said C. R. shall, before any Dividend made, pay or cause to be paid unto the said J. C. for Satisfaction of her Title or Dower in the late Mansion-House of the said R. C. situate, &c. the Sum of 50*l.* of, &c. or shall deliver unto her so much of her said late Husband's Goods as shall amount to that Value, according to a reasonable Estimation; and likewise for the Funeral Charges of the said R. C. 15*l.* of, &c. and also shall deliver unto her the said J. C. to her own Use, or suffer her to detain and keep to her own Use and Behoof, all her Apparel and Ornaments belonging to her Person, and such other Things as she and the Creditors have agreed, as may appear by Writing under their Hands. **Item,** That the said C. R. so soon as reasonably may be after the said Letters of Administration granted, shall, with and by the Consent and in the Presence of, &c. or three of them, cause all the Goods, Chattels and Debts within the Realm of *Great Britain*, which were belonging to the said R. C. at the Time of his Decease, to be viewed and appraised by indifferent Persons, and a true Inventory thereof to be made, according to the Custom used in such Cases within the City of *London*. **Item,** That the said J. C. for her Part, shall and will use her best Endeavour to discover and make known all and singular the Goods, Chattels and Debts of the said R. C. to the said C. R. and the other Persons before mentioned, without Concealment or Delay. **Item,** That after the Goods and Chattels and Credits of the said R. C. shall be so viewed and appraised, and an Inventory thereof made and taken as aforesaid, that then as well for the satisfying and Payment of what is to be first satisfied and paid, in Manner and Form aforesaid, as towards the equal Payment of the said Creditors, the said C. R. shall by the Consent, and in the Presence of the said, &c. or any two of them, make such speedy Sale at the best Rates he can, of all such Goods and Chattels which were of the said R. C. within the Realm of *Great Britain*, other than such as he appointed for the said J. C. as aforesaid, and make such speed to gather in and obtain such Debts as were owing unto the said R. C. at the Time of his Decease, as he reasonably can or may; **And then** after the Satisfaction and Payment before mentioned, to be first satisfied and paid, shall from Time to Time proportion and divide all the Residue of the Estate of the said R. C. as shall come to his Hands, unto every of the said Creditors, Share and Share alike, according to the Quantities of their several Debts from Time to Time, and as often as he the said C. R. shall have any Thing whereof such Dividend can be made, until all the said Creditors shall be paid and satisfied their said Debts if the Goods and Chattels of the said R. C. shall be sufficient so to do. **Item,** That *F. J.* one of the Creditors in the said Schedule mentioned, shall enjoy all such Goods and Debts which were of the said R. C. which the said *F. J.* hath now attached beyond the Seas towards the Payment of such Debts as the said R. C. did owe there to him, and thereof the said *F. J.* so soon as conveniently may be to shew the Account to the said C. R. and four or three of the said Creditors at the least; and if more be recovered beyond the Seas by the said *F. J.* of the Goods and Debts, late of the said R. C. than the Debts so owing by the said R. C. at the Time of his Decease to the said *F. J.* there, that then he the said *F. J.* shall accept of the Overplus towards Payment of his Debt owing here in *England*. **Item,** That none of the Parties aforesaid shall or will do or procure any Thing to be done by any Suit or Action against the said C. R. or any other Person, whereby the Performance of these present Agreements, or any of them, shall or may in anywise be impeached, troubled or hindered; and that every of them shall revoke or discharge all and every Suit and Suits commenced theretofore, which shall or may be any Impediment or Hindrance of the true Performance of the Articles and Agreements herein contained. **Item,** The said C. R. doth hereby agree to take upon him the said Administration, and to administer truly and faithfully, according to the true Intent and Meaning of these Presents; and if there shall be more than is sufficient to satisfy and pay all the said Creditors their several Debts, that then upon reasonable Request to him made, and Discharge for the same to him given by the said J. C. her Executors or Administrators, he the said C. R. shall and will well and truly pay or cause to be paid the Remainder thereof to the said J. C. her Executors or Administrators, she or they giving good Security to the said C. R. by her or their Bond to repay the same, or so much thereof as shall be lawfully and truly recovered by any other Creditor of the said R. C. **Item,** If any Creditor or Creditors of the said R. C. not

the Creditors shall Administer.

Who shall be allowed Costs, and retain Money towards his own Debt.

Dower.

Goods to be appraised.

Debts and Credits.

Residue, how to be applied.

Debts beyond Sea.

Actions.

Covenant to administer.

Party

ACTIONS a-
gainst the
Administra-
tor.

Party to these Presents, do at any Time commence any Action or Suit against the said C. R. as Administrator of the Goods and Chattels of the said R. C. and said Creditor or Creditors shall lawfully without Fraud or Covin recover their said Debt or Debts against the said Administrator; in such Case it is agreed by and between all the said Parties to these Presents, that all the Creditors, Parties to these Presents, whose Debts shall be paid in Part or in all, according to this Agreement, shall out of the several Dividends allow, satisfy and pay, Part and Part alike, unto the said C. R. so much Money as will satisfy and discharge the said Debt or Debts, and Damages and Costs of Suit for the same, the said C. R. likewise allowing his proportionable Share towards the same. **Item,** It is further agreed, That if any Creditor or Creditors of the said R. C. not being Parties, shall commence any Suit or Suits against the said C. R. as Administrator of the said R. C. then the said C. R. shall thereof give Notice unto all the said Parties to these Presents, or to three of them at the least, to the End they may join the said C. R. in Defence of the said Suit; **All** and every which Agreements aforesaid, and every Article and Clause therein, every one of the said Parties on their several Behalves, and for their several Executors and Administrators, do covenant, promise and grant, to and with all and each other of the Parties their several Executors and Administrators, well and truly to perform and keep without Fraud or Deceit. **In Witness, &c.**

Another, different from the former.

Articles, &c. Between J. F. of, &c. Widow, Relict of F. F. late of, &c. deceased, of the one Part, and F. M. and J. T. of, &c. Copartners, C. E. of, &c. N. C. of, &c. A. W. of, &c. J. P. of, &c. J. K. of, &c. W. S. of, &c. E. J. of, &c. H. C. of, &c. W. L. of, &c. P. E. of, &c. G. H. of, &c. Creditors of the said F. F. deceased, of the other Part, as follows, viz.

Agreement
that the Wi-
dow shall ad-
minister,
and assign Ef-
fects for the
Benefit of the
Creditors;
which they
will accept in
full of their
Debts, and
release to the
Widow.
She covenants
to procure
Letters of Ad-
ministration,

and make
such Assign-
ment.

The Creditors
covenant to
release to the
Administra-
trix,

WHEREAS the said F. F. at the Time of his Death was and stood and justly and truly indebted unto the several Persons above named, his Creditors, in the several and respective Sums of Money mentioned and expressed in the List thereof under written to these Presents; and upon Treaty it hath been agreed between the said J. F. and the said Creditors Parties hereto, that the said J. F. shall take out Letters of Administration of the personal Estate of her said late Husband, and immediately thereupon assign over the same for the Benefit of the said Creditors, in such Manner as hereafter is mentioned, which Assignment the said Creditors have agreed to accept in full Discharge of their respective Debts, and in Consideration thereof to release the said J. F. from all Claims and Demands on Account of her said late Husband's Debts, and every Part thereof: **Now these Presents witness,** and it is hereby agreed, by and between the said Parties hereunto, in Manner and Form following, that is to say, **The** said J. F. in Consideration of the Premises, doth, for herself, her Executors and Administrators, and every of them, covenant, promise and agree to and with the said F. M. &c. (the Creditors,) severally and respectively, and their several and respective Executors, Administrators and Assigns, that she the said J. F. her Executors, or Administrators, shall and will, with the Privy, and not otherwise, and at the Request, Costs and Charges of the said several Creditors above named, on or before, &c. endeavour to procure Letters of Administration of the personal Estate of the said F. F. deceased, to be granted to her in due Form, and upon obtaining the same, immediately, at the like Request, Costs and Charges of the said Creditors, on or before the said, &c. by such good and sufficient Assignment in the Law, as the said Creditors or the major Part of them shall direct, assign and set over unto the Creditors above named, Parties to these Presents, or to such three or more of them, as the major Part of them shall direct and appoint, in Trust, and for the equal Benefit of the several Creditors above named, in Proportion to their respective Debts, all the Goods, Wares and Merchandizes, Monies, Debts, Effects, Demands and personal Estate whatsoever, due, owing or belonging to the said F. F. at the Time of his Death. **And** the said F. M. &c. for themselves severally and respectively, and not the one for the other of them, and for their several and respective Executors and Administrators, and not one for the Executors or Administrators of the other of them, in Consideration of such intended Assignment, do covenant, promise and agree to and with the said J. F. her Heirs, Executors and Administrators, by these Presents, that they the said F. M. &c. shall and will respectively, upon the Execution of such Assignment as is herein before mentioned, by the the said J. F. duly execute and give a sufficient general Release or Releases, or other Discharges, at the reasonable Request of the said J. F. and at the Charge of the several Creditors above named, unto her the said J. F. of all Debts, Accounts, Claims and Demands whatsoever, on Account of the said F. F. her late Husband deceased, from the Beginning of the World unto the Day next before the Date of the intended Assignment; **And further,** That

That the said Creditors above named, their several and respective Executors and Administrators, shall and will give and allow the said J. F. the Value of 100*l.* Sterling, in Household Goods, and other Goods, at a reasonable Appraisement, upon her executing such Assignment as is above mentioned, as a Premium for her making the same; **Upon this Special Condition nevertheless,** That the said J. F. shall, before the Receipt of such 100*l.* upon the Request, and at the Charge of the said Creditors, or any of them, make an Affidavit in Writing, before a lawful Magistrate, that she the said J. F. hath not wittingly or wilfully concealed from the said Creditors, or neglected to discover to them, any Part of the Personal Estate of the said F. F. deceased, amounting to the Value of 20*l.* Sterling in the Whole. **In Witness** whereof, the Parties first above named have, &c.

She to make
an Affidavit
of Effects not
being concealed.

The List of Debts owing from the above named F. F. deceased, referred to in the Articles above written.

		<i>l.</i>	<i>s.</i>	<i>d.</i>
To E. M. } Copartners, ————		259	06	00
To J. T. } ————		111	06	00
To C. E. } ————				
To, &c. &c. &c.				

An Agreement between an Administrator and one who stood indebted to the Intestate by Bond, that if the Party shall maintain and keep a poor Child, so as the Administrator shall be freed of that Charge, that he shall be acquitted of the Bond.

Articles, &c. **Between** J. F. Administrator of the Goods, &c. of W. F. deceased, of the one Part, and R. S. of the other, as followeth.

Provis, Whereas the said R. S. stood bound unto the said W. F. in his Life-time and at his Death, by Obligation, in the Sum of 100*l.* with Condition indorsed, for the Payment of 52*l.* at a Day and Place in the Condition of the said Obligation mentioned, as by the same appears; **And whereas** Letters of Administration are of late obtained by the said J. F. for the true Administration of all and singular Goods, Rights and Credits of the said W. F. and hath put the said Bond in Suit against the said R. S. **And whereas** the Intent of the suing of the said Obligation was only to get the said Debt of the said R. for the Relief of A. F. the Daughter of the said W. F. who hath for divers Years past been chargeable to the said J. F. and his Father, which said A. F. the said R. S. hath of late taken from the said J. F. and his Father, with Intent and Promise to maintain her during her Life, with sufficient Meat, Drink and Apparel, in such Sort as the said A. F. shall not at any Time hereafter be chargeable to the said J. F. or his Father: **It is now condescended, concluded and agreed,** by and between the said Parties to these Presents, that the said R. his Executors or Administrators, shall sufficiently maintain and keep, or cause to be maintained and kept, the said A. from Time to Time, during the Life of the said A. with sufficient Meat, Drink and Apparel, and of and from the Maintaining and Keeping of the said A. shall at all Times hereafter, and from Time to Time, discharge and keep harmless the said J. F. and his said Father, and their and every of their Executors and Administrators; **And** the said J. F. in Consideration thereof doth hereby promise to the said R. S. that if the said R. shall at any Time hereafter be sued or troubled at the Suit of the said J. F. as Administrator of the said W. upon the said Bond, or that the Action or Suit already begun, shall be by the said J. or by any other for him, or in his Name, or by his Consent or Privy, prosecuted in Law, against the said R. during so long Time, as the said R. shall so sufficiently maintain and keep the said A. with such Meat, Drink and Apparel, in such Sort as the said J. F. or his said Father, shall not at any Time hereafter be charged or chargeable with the Maintaining and keeping the said A. that then the said J. his Executors or Administrators, shall and will bear and pay all such Sum and Sums of Money, Costs, Charges and Expences, as the said R. shall be put unto, or be lawfully enforced to pay, disburse or expend, by Occasion aforesaid. **In Witness, &c.**

Eighthly,

Eighthly, Between Joint and Separate Debtors to indemnify each other.

An Agreement between three Debtors, who borrowed Monies on their Joint and Separate Bonds, &c. to trade with in a Joint Stock; wherein each Party covenants to the others to pay his Share, and to indemnify the others therefrom.

Articles of Agreement Tripartite, had, &c. Between R.W. of, &c. of the first Part, N.M. of, &c. of the second Part, and D.M. of, &c. of the third Part, as follows.

Recitals.

A Bond to D.W.

Another to T.B.

and two Bills to T.B.

Monies due on the Bonds are payable by the Parties in equal Proportions.

And on the Bills in unequal Payments.

For the due Payment of each Person's Share,

and to secure and indemnify each other from the others Shares.

R.W. covenants with N.M. and D.M. to pay — 1. to D.W.

and — 1. to T.B. being his Proportions of the Bonds,

and his Share of the Bills.

His Indemnity of the other Parties.

N.M.'s like Covenant to R.W. and D.M. And

Whereas the said Parties, by their Bond or Obligation dated, &c. do stand jointly and severally bound and obliged to D.W. of, &c. in the penal Sum of, &c. conditioned for the Payment of, &c. on, &c. And the said Parties to these Presents, by one other Bond or Obligation of the same Date, do likewise stand jointly and severally bound and obliged unto T.B. of, &c. in the penal Sum of, &c. conditioned for the Payment of, &c. on, &c. And also the said Parties to these Presents, by two Bills under their Hands and Seals of the same Date, have jointly and severally engaged to pay unto S.W. of, &c. the Sum of, &c. and unto the aforesaid T.B. the Sum of, &c. on, &c. as by the said several recited Obligations and Bonds, and the Conditions thereof, and the recited Bills under the Hands and Seals of them the said R.W. N.M. and D.W. may appear; **Which** said Money so as aforesaid due, or to become due and payable on the said recited Bonds, is due and to be paid by and from the said Parties, upon an equal Proportion, Share and Share alike: **And whereas** the Shares and Proportions of the said several Parties to these Presents, of the said Monies so as aforesaid secured by the aforesaid two recited Bills to be paid unto the said S.W. and T.B. are hereby stated and agreed to be as followeth, viz. Upon the said Bill to be paid to the said S.W. the said R.W. is to pay the Sum of, &c. for his Share; and the said N.M. is to pay the Sum of, &c. for his Share; and the said D.M. is to pay for his Share the Sum of, &c. and upon the said Bill payable unto the said T.B. the said R.W. is to pay the Sum, &c. for his Share; and the said N.M. is to pay the Sum of, &c. for his Share; and the said D. is to pay the Sum of, &c. for his Share: **In Consideration** whereof, and for a right and good Payment of the Sum and Sums of Money as the same ought severally to be paid, in due Proportion as aforesaid, according to the true Intent and Meaning of these Presents, by every of the said Parties from whom the same is justly due and owing, according to the Shares and Proportions aforesaid, and for securing and indemnifying each other therein, and for, from and concerning each other's several Shares and Proportions aforesaid, **It is hereby covenanted, concluded and fully agreed,** by and between the said Parties to these Presents, in Manner following, (to wit,) **First,** the said R.W. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said N.M. and D.M. and either of them, their and either of their Heirs, Executors and Administrators, that he the said R.W. his Executors or Assigns, shall and will well and truly pay or cause to be paid unto the said D.M. his Executors, Administrators or Assigns, the Sum of, &c. and unto the said T.B. his, &c. the Sum of, &c. of like Money, being his equal Share and Proportion of the Monies in the said Conditions of the said recited Obligations severally mentioned as aforesaid, at the Days and Times therein severally limited and appointed as aforesaid, without Fraud or further Delay; **And likewise** that he the said R.W. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said S.W. his Executors, Administrators or Assigns, the Sum of, &c. on, &c. and to the said T.B. his, &c. the Sum of, &c. on, &c. next ensuing as aforesaid, being his Share and Proportion of the said Monies due or to be due upon the said Bills as aforesaid; **And** that he the said R.W. his Heirs, Executors or Administrators, shall and will well and sufficiently save and defend, keep harmless and indemnified them the said N.M. and D.M. and either of them, their or either of their Heirs, Executors and Administrators, and their and every of their Goods, Chattels, Lands, Tenements, Wares and Merchandizes, as well for and from all his the said R.W.'s Shares and Proportions as aforesaid, and of and from all and all Manner of Actions and Accounts, Suits and Troubles, Costs, Charges, Damages and Expences whatsoever which shall or may happen, or which they, or either or any of them, shall or may sustain or be put unto for or by reason or concerning the Non-payment of such the said R.W.'s Share and Proportion in Manner and Form aforesaid. **And** the said N.M. for himself, &c. doth covenant, &c. to and with the said R.W. and D.M. &c. (as before in the Covenant of R.W. to N.M. and D.M.) **And** the said D.M. &c. (the like to R.W. and N.M.) **And** for the true Performance of the Covenants, Articles and

and Agreements aforesaid, the said Parties bind themselves either to the other in the Penal Sum of, &c. firmly by these Presents. **In Witness, &c.**

D. M.'s to
R. W. and
N. M.

Ninthly, **To make Discoveries of Debtors Effects.**

An Agreement between a Judgment-Creditor and one who discovers Effects of the Debtor, in order to levy Execution thereon, for the Discoverer to have Ha'f of the Money levied; but in Case of Eviction under a Commission of Bankruptcy, to refund his Share, and bear Part of the Expences, &c.

Articles, &c. Between A. B. of, &c. and C. D. of, &c.

Whereas the said A. B. did on or about — Term, which was in the — Year of the Reign of, &c. recover and obtain in the Court of K. B. at Westminster against E. F. of, &c. one Judgment for — l. Debt, besides Costs of Suit, as by Records thereof remaining in the said Court doth more fully appear; upon which Judgment there is yet due and owing unto the said A. B. the Sum of — l. principal Money, or thereabouts, besides Interest: **And whereas** the said C. D. at the Request of the said A. B. hath lately made a Discovery to him the said A. B. of a certain Debt of — l. or thereabouts, due and owing by E. F. of, &c. to the said E. F. of the Time and Place of Payment of the said Debt, to the End and Purpose that the said A. B. may have and take the said — l. when paid in Execution upon the said Judgment, towards Satisfaction of the Monies due to him thereupon: **Now these Presents witness,** That in Consideration of such Discovery as aforesaid, whereby the said A. B. may probably get and obtain some Part of the Monies due to him upon the said recited Judgment, which otherwise seemed a desperate Debt, he the said A. B. doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said C. D. his Executors and Administrators, in Manner following, that is to say, That he the said A. B. shall and will at his own Costs and Charges forthwith cause the said Judgment to be revived, and Execution thereupon sued forth, and use his utmost Endeavour to cause the said — l. to be taken into Execution thereupon: And further, that in Case the said A. B. shall, or at any Time or Times hereafter have or take the Sum of — l. or any Part thereof, or any other the Estate of the said E. F. which shall come to the Hands or Possession of the said E. F. in Execution upon the said Judgment, then and in such Case he the said A. B. shall and will forthwith pay and deliver unto the said C. D. his Executors or Administrators, to and for his and their own Use and Benefit, one Moiety or Half-Part of such Monies or Estate as shall be taken in Execution aforesaid: **In Consideration** whereof he the said C. D. doth hereby for himself, his Heirs, &c. covenant, &c. to and with the said A. B. his, &c. that in Case the said Monies or Estate to be taken in Execution as aforesaid, or any Part thereof, shall at any Time afterwards by Reason and Means of any Commission of Bankruptcy taken out or to be taken out against the said E. F. or by any Means whatsoever, be evicted or recovered back from the said A. B. then and in such Case he the said C. D. his, &c. shall and will forthwith thereupon repay unto the said A. B. his, &c. all such Monies and Estates as he the said C. D. shall have so had or received of the said A. B. as aforesaid: **And further,** that he the said C. D. his, &c. shall and will pay or allow unto the said A. B. his, &c. one Moiety or Half-Part of the Charges and Expences which he or they shall be put unto or sustain by Reason or Means of any other or further Execution which shall be made or sued out on the said Judgment against any other Part of the Estate of the said E. F. which shall come to the Hands or Possession of the said E. F. and of all other Charges occasioned by such Eviction or Recovering back of the Monies or Estates to be taken in Execution as aforesaid. **And lastly,** each of them the said A. B. and C. D. doth hereby bind and oblige himself, his, &c. unto the other of them, his, &c. in the Penal Sum of — l. of, &c. for the true and faithful Performance of all and every the Covenants and Agreements herein before contained, and which by them respectively are and ought to be done and performed respectively as aforesaid. **In Witness, &c.**

Recital of a Judgment for Money recovered, and what is due thereon.
The Discoverer of Money due to the Debtor.
The Creditor agrees to revive the Judgment, and sue out Execution thereupon.

In Case of the recovering the Whole or Part, to pay a Moiety to the Discoverer.
The Discoverer covenants, in Case of Eviction by Means of a Commission of Bankruptcy, to repay, &c. and to allow the Creditor half Charges on another Part of the Case which may happen.

A reciprocal Penalty.

Tenthly, Concerning Factors, Agents, Book-keepers, Clerks, Journeymen, Apprentices, and other Servants.

An Agreement between a Tradesman in the Country and his Factor in London.

Articles, &c. Between R. C. of, &c. and J. F. of, &c.

<p>Recital of the Contract.</p> <p>Parties mutual Covenant.</p> <p>The Factor to receive and sell Goods.</p> <p>To keep true Accounts and make true Payments.</p> <p>To be faithful, &c.</p> <p>Not to be Factor for any other.</p> <p>The Factor's Wages, and Charges.</p> <p>The Tradesman not to consign any other but his own Goods.</p>	<p>Whereas the said R. C. hath contracted and agreed with the said J. F. to employ him as a Factor in London for him the said R. C. for the Vending, Selling and Uttering of all such Wares and Merchandizes, (or, of all such <i>Ilminster</i> and <i>Chard</i> Kerfies, &c. particularly mentioning the Goods) as he the said R. C. shall consign and send unto the said J. F. in his now Dwelling-house in <i>Lotbury</i>, London, for and during the Space and Term of — Years to commence from the Day of the Date hereof: Whereupon it is covenanted, &c. by and between the said Parties, and either of them the said Parties, by and for himself, his Executors and Administrators, doth covenant and grant to and with the other of them the said Parties, his Executors and Administrators, in Manner and Form following, viz. First, That he the said J. F. shall and will not only accept and take into his House, Trust, Charge and Custody, all such Wares and Merchandizes (or, all such <i>Ilminster</i> and <i>Chard</i> Kerfies, &c.) as he the said R. C. shall upon his Account, or which shall belong unto him, send and consign unto the said J. F. to London to be vended and sold; but also shall do his best Endeavour to vend and sell the same to and for the only Use and Benefit of the said R. C. to the best Profit and Advantage, and in the best Manner that he the said J. F. can or may perform, and that from Time to Time, and at all Times during the said Space, &c. to commence, &c. as aforesaid. Also that he the said J. F. shall not only keep or cause to be kept, a just and true Book or Books of Account and Reckoning in Writing, of all such Wares and Merchandizes (or, of all such Cloth and Kerfies, &c.) as he the said R. C. shall from Time to Time during the said Term, consign unto the said J. F. and shall so come to his Charge and Custody, and to whom, and at what Rates and Prices, and at what Time and Times the same shall be sold and vended by him the said J. F. but also well and truly pay and deliver unto the said R. C. his Executors, Administrators or Assigns, all such Monies, Specialties and other Things, as shall come to the Hands of or shall be received by the said J. F. for the said Wares, &c. during the Term aforesaid, together with all such Wares, &c. as before the same Account shall appear to be received by the said J. F. and not sold at the End of the said Term. Also that he the said J. F. shall be true and faithful unto the said R. C. in the Selling and Vending all Wares, &c. during the said Term, and not defraud or defeat the said R. C. in any of the Premises wilfully, or to his Knowledge, but shall endeavour to vend the said, &c. to able Men, for the best Prices and shortest Time of Payment, as he conveniently can. Also that the said J. F. shall not during the said — Years deal or trade as Factor for any other Person or Persons, for the Buying or Selling of any Wares, &c. but only for him the said R. C. as aforesaid. Also, in Consideration of which Factorship so to be done and performed by the said J. F. as aforesaid, he the said R. C. doth hereby for himself, &c. covenant, &c. to pay unto him the said J. F. his, &c. the Sum of, &c. per Ann. and also the Sum of, &c. for (Hallage,) Portage, and other like Charges. Also that the said R. C. shall not at any Time during the said — Years, consign or send unto the said J. F. any Wares, &c. that shall belong to any other Person or Persons, but such as shall properly belong to him the said R. C. only. In Witness, &c.</p>
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Another Agreement between a Tradesman and his Factor.

Articles, Covenants, Grants and Agreements, indented, &c. Between W. P. of, &c. of the one Part, and T. B. of, &c. of the other Part, as followeth, viz.

<p>Recital that a Tradesman has taken a Factor.</p> <p>Covenant.</p>	<p>Imprimis, Whereas the said W. P. for the special Trust and Confidence which he re- poseth in the said T. B. hath accepted and taken him the said T. B. to be his Factor, as well to sell and dispose of all such, &c. or any other Kind of Wares which he doth or shall deal with, and which shall come to the Hands of the said T. B. or any of his Servants or As- signs, to be sold during so long Time as they shall agree together: Now the said T. doth co- venant, grant and agree for himself, his Heirs, Executors and Administrators, in Manner and Form following, viz. Imprimis, That he the said T. shall and will from Time to Time do his best Endeavour to sell and utter all such Wares of the said W. as the said T. now hath, or which hereafter shall come to the Hands of the said T. or his Servants or Assigns, to the best Benefit</p>
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Benefit and Profit of the said *W.* his Executors and Administrators (*bona fide*) either for ready Money, or for reasonable Days, as he hath heretofore used, and doth now use; And also shall do his best Endeavour from Time to Time to collect and gather up all such Sum and Sums of Money as be and shall be due for, upon, or by Reason of the Sale of any such Wares by him sold, or to be sold and uttered; and all such Sum and Sums of Money as he hath already received, shall pay or cause to be paid to the said *W.* his Executors or Administrators, within ten Days next after the Date hereof; and all other Sum and Sums of Money which shall be from Time to Time hereafter received, for or by Reason of such Wares so sold, or to be sold, or any of them, shall and will always from Time to Time pay, or cause to be paid, to the said *W.* his Executors, Administrators or Assigns, within ten Days next after the Receipt thereof.

In Consideration whereof the said *W.* doth covenant and agree to and with the said *T. B.* his Executors or Administrators, from Time to Time, as he shall receive any Sum or Sums of Money of or from the said *T.* his Executors and Administrators, as aforesaid, within ten Days next after any such Receipt, to deliver, or cause to be delivered, to the said *T.* his Executors or Administrators, a Note in Writing, under his or their own Hand Writing, testifying the said Receipt from Time to Time. **Item,** The said *T.* doth covenant, grant and promise, for himself, his Heirs, Executors and Administrators, to and with the said *W.* his Executors and Administrators, that he the said *T.* shall and will keep a particular Book from Time to Time, wherein are or shall be written and contained the Particulars of all such Wares of the said *W.* as the said *T.* had in his Hands on the 16th Day of *April* last past; And also the true Particulars of all such Wares as the said *T.* or any of his Servants or Assigns have received since the 16th Day of *April*; and also the true Particulars of all such Wares as he or they, or any of them, shall from Time to Time receive of or from the said *W.* and also of all Sales and Barter of such Wares as since the 16th of *April* have been made, and from Time to Time hereafter shall be, as the same have been and shall be truly sold and put away for ready Money, or upon Days given; and of the very true Days and Times of Payment agreed upon for such Wares. And also, that the said *T.* his Executors or Administrators, shall and will from Time to Time, at the reasonable Request of the said *W.* his Executors or Administrators, make and yield up unto him or them, a true Account in Writing, as well of all the said Wares remaining in his Hands the 16th of *April*, as of such Wares of the said *W.* as since that Time have come to the Hands, or hereafter shall come to the Hands of the said *T.* or of any other by his Appointment or Means; And also to whom, and for what Price and Prices, and how and upon what Days or Times of Payment, the same, and every of them, have been, or shall be from Time to Time sold and uttered, and what so do or shall remain unsold; and all such of the said Wares as shall remain unsold, or shall not be sold to and for the Use, Benefit and Profit of the said *W.* his Executors or Administrators, at the Time of such Account to be made, or at the Time of the Death of the said *T.* if he shall fortune to die possessed of any such Wares at the Time of his Death, shall and will well and truly deliver, or cause to be delivered, to the said *W.* his Executors or Administrators, safe, and in as good Case as he received the same, or else shall content and pay unto the said *W.* his Executors or Administrators, the true Price and Value of the same, and every of them. **In Witness, &c.**

The Factor to collect Money by him trusted, and pay the same to his Master.

A Covenant from the Master, always within ten Days after Receipt of any Money, to deliver a Receipt for the Sum.

A Covenant that the Factor shall keep a particular Book, to enter down the Wares, and all Sales thereof made, and what is sold for ready Money, and what upon Trust; and upon Demand shall give an Account of the Wares remaining, and of the Money taken, and remaining, &c. And to account as well of Wares remaining, &c. as those sold, &c.

An Agreement whereby Cheesemongers appoint an Agent to look after and prevent Impositions in Country Traders in the Weighing and Packing up of Butter.

Articles of Agreement indented, made, concluded and mutually agreed upon this — Day of, &c. Between the several Persons whose Names are hereunder subscribed, and Seals affixed (Traders in Butter and Cheese in the Cities of London and Westminster and Places adjacent) of the one Part, and S. S. Citizen and Tallow-Chandler of London, of the other Part, in Manner following, (*viz.*)

Whereas several Abuses and Frauds have been heretofore, and yet are continued to be committed, in the Weight and false Packing of Butter by several Persons in the Counties of *Derby* and *Stafford*, and elsewhere, in Breach and Contempt of a Statute made in the 14th Year of the Reign of the late King *Charles* the Second, intituled *An Act for preventing of Abuses committed in the Weight and false Packing of Butter*; And although there are sufficient Penalties provided in the said Statute for punishing of the said Abuses, yet for Want of due Encouragement to put the same in Execution, the said Abuses remain unreformed, to the great Detriment of the Publick: **Now these Presents witness,** That to the

Recitals.

Frauds in the Weight and Package of Butter, contrary to the Statute.

To prevent such Abuses.

Tenthly, Concerning Factors, Agents, Book-keepers, Clerks, Journeymen, Apprentices, and other Servants.

An Agreement between a Tradesman in the Country and his Factor in London.

Articles, &c. Between R. C. of, &c. and J. F. of, &c.

Recital of the Contract.

Parties mutual Covenant.

The Factor to receive and sell Goods.

To keep true Accounts and make true Payments.

To be faithful, &c.

Not to be Factor for any other.

The Factor's Wages,

and Charges.

The Tradesman not to consign any other but his own Goods.

Whereas the said R. C. hath contracted and agreed with the said J. F. to employ him as a Factor in London for him the said R. C. for the Vending, Selling and Uttering of all such Wares and Merchandizes, (or, of all such *Ilminster* and *Chard* Kerfies, &c. particularly mentioning the Goods) as he the said R. C. shall consign and send unto the said J. F. in his now Dwelling-house in *Lotbury*, London, for and during the Space and Term of — Years to commence from the Day of the Date hereof: **Whereupon** it is covenanted, &c. by and between the said Parties, and either of them the said Parties, by and for himself, his Executors and Administrators, doth covenant and grant to and with the other of them the said Parties, his Executors and Administrators, in Manner and Form following, *viz.* **First**, That he the said J. F. shall and will not only accept and take into his House, Trust, Charge and Custody, all such Wares and Merchandizes (or, all such *Ilminster* and *Chard* Kerfies, &c.) as he the said R. C. shall upon his Account, or which shall belong unto him, send and consign unto the said J. F. to London to be vended and sold; but also shall do his best Endeavour to vend and sell the same to and for the only Use and Benefit of the said R. C. to the best Profit and Advantage, and in the best Manner that he the said J. F. can or may perform, and that from Time to Time, and at all Times during the said Space, &c. to commence, &c. as aforesaid. **Also** that he the said J. F. shall not only keep or cause to be kept, a just and true Book or Books of Account and Reckoning in Writing, of all such Wares and Merchandizes (or, of all such Cloth and Kerfies, &c.) as he the said R. C. shall from Time to Time during the said Term, consign unto the said J. F. and shall so come to his Charge and Custody, and to whom, and at what Rates and Prices, and at what Time and Times the same shall be sold and vended by him the said J. F. but also well and truly pay and deliver unto the said R. C. his Executors, Administrators or Assigns, all such Monies, Specialties and other Things, as shall come to the Hands of or shall be received by the said J. F. for the said Wares, &c. during the Term aforesaid, together with all such Wares, &c. as before the same Account shall appear to be received by the said J. F. and not sold at the End of the said Term. **Also** that he the said J. F. shall be true and faithful unto the said R. C. in the Selling and Vending all Wares, &c. during the said Term, and not defraud or defeat the said R. C. in any of the Premises wilfully, or to his Knowledge, but shall endeavour to vend the said, &c. to able Men, for the best Prices and shortest Time of Payment, as he conveniently can. **Also** that the said J. F. shall not during the said — Years deal or trade as Factor for any other Person or Persons, for the Buying or Selling of any Wares, &c. but only for him the said R. C. as aforesaid. **Also**, in Consideration of which Factorship so to be done and performed by the said J. F. as aforesaid, he the said R. C. doth hereby for himself, &c. covenant, &c. to pay unto him the said J. F. his, &c. the Sum of, &c. *per Ann.* and also the Sum of, &c. for (Hallage,) Portage, and other like Charges. **Also** that the said R. C. shall not at any Time during the said — Years, consign or send unto the said J. F. any Wares, &c. that shall belong to any other Person or Persons, but such as shall properly belong to him the said R. C. only. **In Witness, &c.**

*Another Agreement between a Tradesman and his Factor.*Articles, Covenants, Grants and Agreements, indented, &c. Between W. P. of, &c. of the one Part, and T. B. of, &c. of the other Part, as followeth, *viz.*

Recital that a Tradesman has taken a Factor.

Covenant.

Imprimis, Whereas the said W. P. for the special Trust and Confidence which he reposes in the said T. B. hath accepted and taken him the said T. B. to be his Factor, as well to sell and dispose of all such, &c. or any other Kind of Wares which he doth or shall deal with, and which shall come to the Hands of the said T. B. or any of his Servants or Assigns, to be sold during so long Time as they shall agree together: **Now** the said T. doth covenant, grant and agree for himself, his Heirs, Executors and Administrators, in Manner and Form following, *viz.* **Imprimis**, That he the said T. shall and will from Time to Time do his best Endeavour to sell and utter all such Wares of the said W. as the said T. now hath, or which hereafter shall come to the Hands of the said T. or his Servants or Assigns, to the best Benefit

Agreements.

223

Benefit and Profit of the said *W.* his Executors and Administrators (*bona fide*) either for ready Money, or for reasonable Days, as he hath heretofore used, and doth now use; **And** also shall do his best Endeavour from Time to Time to collect and gather up all such Sum and Sums of Money as be and shall be due for, upon, or by Reason of the Sale of any such Wares by him sold, or to be sold and uttered; and all such Sum and Sums of Money as he hath already received, shall pay or cause to be paid to the said *W.* his Executors or Administrators, within ten Days next after the Date hereof; and all other Sum and Sums of Money which shall be from Time to Time hereafter received, for or by Reason of such Wares so sold, or to be sold, or any of them, shall and will always from Time to Time pay, or cause to be paid, to the said *W.* his Executors, Administrators or Assigns, within ten Days next after the Receipt thereof.

In Consideration whereof the said *W.* doth covenant and agree to and with the said *T. B.* A Covenant his Executors or Administrators, from Time to Time, as he shall receive any Sum or Sums of Money of or from the said *T.* his Executors and Administrators, as aforesaid, within ten Days next after any such Receipt, to deliver, or cause to be delivered, to the said *T.* his Executors or Administrators, a Note in Writing, under his or their own Hand Writing, testifying the said Receipt from Time to Time. **Item,** The said *T.* doth covenant, grant and promise, to and with the said *W.* his Executors and Administrators, that he the said *T.* shall and will keep a particular Book from Time to Time, wherein are or shall be written and contained the Particulars of all such Wares of the said *W.* as the said *T.* had in his Hands on the 16th Day of *April* last past; **And** also the true Particulars of all such Wares as the said *T.* or any of his Servants or Assigns have received since the 16th Day of *April*; and also the true Particulars of all such Wares as he or they, or any of them, shall from Time to Time receive of or from the said *W.* and also of all Sales and Barter of such Wares as since the 16th of *April* have been made, and from Time to Time hereafter shall be, as the same have been and shall be truly sold and put away for ready Money, or upon Days given; and of the very true Days and Times of Payment agreed upon for such Wares, **And** also, that the said *T.* his Executors or Administrators, shall and will from Time to Time, at the reasonable Request of the said *W.* his Executors or Administrators, make and yield up unto him or them, a true Account in Writing, as well of all the said Wares remaining in his Hands the 16th of *April*, as of such Wares of the said *W.* as since that Time have come to the Hands, or hereafter shall come to the Hands of the said *T.* or of any other by his Appointment or Means; **And** also to whom, and for what Price and Prices, and how and upon what Days or Times of Payment, the same, and every of them, have been, or shall be from Time to Time sold and uttered, and what so do or shall remain unsold; and all such of the said Wares as shall remain unsold, or shall not be sold to and for the Use, Benefit and Profit of the said *W.* his Executors or Administrators, at the Time of such Account to be made, or at the Time of the Death of the said *T.* if he shall fortune to die possessed of any such Wares at the Time of his Death, shall and will well and truly deliver, or cause to be delivered, to the said *W.* his Executors or Administrators, safe, and in as good Case as he received the same, or else shall content and pay unto the said *W.* his Executors or Administrators, the true Price and Value of the same, and every of them. **In Witness, &c.**

An Agreement whereby Cheesemongers appoint an Agent to look after and prevent Impropositions in Country Traders in the Weighing and Packing up of Butter.

Articles of Agreement indented, made, concluded and mutually agreed upon this — Day of, &c. **Between** the several Persons whose Names are hereunder subscribed, and Seals affixed (Traders in Butter and Cheese in the Cities of *London* and *Westminster* and Places adjacent) of the one Part, and *S. S.* Citizen and Tallow-Chandler of *London*, of the other Part, in Manner following, (*viz.*)

Whereas several Abuses and Frauds have been heretofore, and yet are continued to be committed, in the Weight and false Packing of Butter by several Persons in the Counties of *Derby* and *Stafford*, and elsewhere, in Breach and Contempt of a Statute made in the 14th Year of the Reign of the late King *Charles* the Second, intituled *An Act for preventing of Abuses committed in the Weight and false Packing of Butter*; **And** although there are sufficient Penalties provided in the said Statute for punishing of the said Abuses, yet for Want of due Encouragement to put the same in Execution, the said Abuses remain unreformed, to the great Detriment of the Publick: **Now these Presents witness,** That to the End such Abuses.

the Cheese-
mongers au-
thorize their
Agent,

to buy Butter
in certain
Places.
Prices.

Sizes.
Marks.

Pots may be
delivered to
Farmers.
Agent solely
appointed
for two Years.
Their Dealers
are not to
take in any
Butter not so
marked, &c.

nor are they
themselves.

Agent's Sala-
ry, &c.

The Agent's
Duty.

Penalty.

End and Intent the same Abuses in the said Counties of *Derby* and *Stafford* may, as far as can or may, be rectified and reformed, and that all Offenders therein may be effectually prosecuted upon the said Statute, they the said several Persons whose Names are hereunto subscribed, and Seals affixed, (being Dealers in potted Butter as aforesaid) **Do**, and each and every of them **Do** and **Doth**, severally and respectively, and not jointly, covenant, promise and agree to and with the said S. S. by these Presents, in Manner as follows, (that is to say) They the said several Persons subscribing and executing of these Presents, do hereby, as much as in them lies, fully and absolutely authorize and empower the said S. S. and his Assigns, to buy and purchase in the said Counties of *Derby* and *Stafford*, or one of them, or elsewhere, as many Pots, for the putting-in, and Potting and Packing of Butter, as he or they shall think fit, and as shall be necessary for that Purpose, the same to be at the Prices and sized and marked as follows, (*viz.*) not to exceed 4 s. *per* Dozen for such Pots as shall be glazed, and not to exceed 3 s. *per* Dozen for such Pots as shall be unglazed; **And** that every such Pot shall be of such Size or Bigness as to hold at least 20 Pounds of Butter; **And** that each such Pot, (besides the Mark directed by the said Statute) shall be marked and tared with the Letter S. and *Word* S. (being the first Letter of the Christian and Surname of the said S. S. and also with the Weight of the said Pot; **And** that he the said S. S. shall and may deliver, or cause to be delivered, to the Farmers, and other Persons who shall make, vend, trade in or sell Butter in the Counties aforesaid, the said Butter Pots, at the Price, Size, and so marked as aforesaid; **And** they the said several Persons executing these Presents, do hereby appoint the said S. S. their sole Agent for the Purposes aforesaid, for and during the full Term of two whole Years, to commence from the — Day of —: **And** also they do hereby severally and respectively request, direct, injoin and appoint, all and every of their respective Factors, Deputies and Agents, not to buy, receive or take from the said Farmers, or any other Person or Persons whomsoever, so making, vending, trading and selling Butter, in the Counties aforesaid, except within — next after the Date hereof, (which Time is allowed for making Use of such Pots as are already issued out) any other Pots packed with Butter on their Accounts, but such only as shall be so sized and marked, and filled with Butter in Manner as aforesaid; and for which Purpose, they the said Factors or Agents are hereby desired and required by the said Persons executing these Presents, to enter into Articles with the said S. S. that they will not receive and take any other Pots of Butter on their Account than only such Pots as shall be so filled, sized and marked as aforesaid: **And** further, That none of them the said hereby subscribing Persons shall or will receive any other Pots of Butter from any Person or Persons whomsoever, in the Counties aforesaid, (except as aforesaid,) but such only as shall be so filled, sized and marked as aforesaid; **And** further, That they the said several Persons executing these Presents shall and will, during the said Term of two Years as aforesaid, allow and pay to him the said S. S. or his Assigns, (in Consideration of his Trouble in buying of, and having such Pots so sized, marked, and disposed of to Farmers and other Persons, as aforesaid, and also to the Intent to inable him to prosecute all or any such Person so offending as aforesaid, (in Case he shall so think fit) for every such Pot of Butter which they respectively shall receive from the said Counties of *Derby* and *Stafford*, or either of them, the Sum of one Penny for each such Pot of Butter, the same to be paid to the said S. S. or his Assigns, at *Ashburne* in the said County of *Derby*, by the Factors of the said several Persons executing hereof, on the Delivery of, or within — Days next after their Receipt of every such Pot of Butter; **And** in Case of their or any of their Neglect or Refusal so to do, then the same to be paid to the said S. S. by such of the said Persons executing these Presents, whose Factor or Agent shall have refused or neglected to pay the same in the Country, at the Place aforesaid, at their respective Houses in *London*, and Places adjacent. **Item**, The said S. S. in Consideration of one Penny *per* Pot of Butter, to be so paid to him as aforesaid, doth hereby covenant to and with the said several Persons executing of these Presents, in Manner as follows, (that is to say,) That he the said S. S. or some Person on his Behalf, (in Case of any Indisposition of his Health) shall and will take Care to furnish all such Farmers, and other Persons making, vending, trading or selling Butter in the Counties aforesaid, with such Pots as aforesaid; and also shall take and give an Account to the Persons executing these Presents, if at any Time so required, of all such Pots as he shall deliver out for the Use of any of the said Subscribers, who shall require the same: **And** also shall and will, to the utmost of his Power, take Care that all such Pots shall be so sized and marked as aforesaid, and be according to their just and true Weight; **And** further, That he the said S. S. shall not nor will, at any Time during the Term aforesaid, mark or tare any such Pot or Pots, but such only as are and shall be of such Dimension and Size as will hold the full Quantity of 20 Pounds of Butter, according to the Direction of the said Statute, and the true Intent and Meaning of these Presents. **And** lastly, They the said Parties executing of these Presents, for the true Performance of the Covenants and Payments herein before contained, on their Part to be paid and performed, do hereby severally bind themselves unto the said S. S. in the penal Sum of — l. of, &c. firmly by

by these Presents; and he the said S. S. for the true Performance of the Covenants herein before contained, on his Part to be done and performed, doth hereby bind himself unto the said Persons executing hereof, in the Sums of — of like Money, firmly by these Presents. **In Witness** whereof, they the said Persons executing hereof, have to that Part of these Presents which is to be delivered to the said S. S. set their Hands and Seals, and he the said S. S. to the other Part thereof hath set his Hand and Seal, the Day and Year first above written.

For a Merchant's Book-keeper to go beyond Sea.

Articles of Agreement indented, &c. Between S. M. Senior, of, &c. and S. M. Junior, of, &c. of the one Part, and J. S. Son of H. S. of, &c. of the other Part, as follows; (that is to say,)

THE said J. S. for the Considerations hereunder mentioned, doth covenant, promise and agree to and with the said S. M. Junior, his Executors, Administrators and Assigns, by these Presents, That he the said J. S. shall and will when required by the said S. M. Senior, go abroad and sail in and with such Ship or Vessel as shall be provided in that Behalf for G. aforesaid; and immediately upon his Arrival there, will enter into the Service of and for (and during the Term of three Years, to be accounted from his Arrival at G. aforesaid, will continue with) the said S. M. Junior, and diligently and faithfully, to the utmost of his Ability, imploy himself in, and do and perform all such Business and Service at G. aforesaid, or elsewhere, as well in keeping the Books and Accounts of the said S. M. Junior, or otherwise, relating to the Trade and Business of a Merchant, which the said S. M. Junior now useth at G. as he the said S. M. Junior shall from Time to Time direct and order; And that he the said J. S. shall and will from Time to Time render and give a just and true Account, and discharge himself of, for and from all Monies, Goods, Bills, Accounts and Things whatsoever, which shall come into his Charge, Care or Disposition, during the said Term, of or belonging to the said S. M. Junior, his Executors or Administrators, or any other Person or Persons whatsoever, wherewith he or they shall or may be chargeable; and that he will keep the Secrets of his said Master in and relating to his Trade and Business. **In Consideration** whereof, and of the Service to be performed by the said J. S. as aforesaid, the said S. M. Senior doth for himself, his Executors and Administrators, for and on the Behalf of the said S. M. Junior, covenant, promise and agree to and with the said J. S. his Executors, Administrators and Assigns, That he the said S. M. Junior, his Executors or Assigns, shall truly pay, or cause to be paid, unto the said J. S. at G. aforesaid, for the first Year of the said Term of three Years, the Sum or Value of — l. Sterling; and for the second Year of the said Term, the Sum or Value of — l. of like Money; and for the last Year of the said Term of three Years, the Sum or Value of — l. of like Money, by equal Quarterly Payments, during the said three Years respectively; and shall also at his own Charge find and provide unto and for the said J. S. Mear, Drink, Washing and Lodging during the said Term; and will likewise bear and pay the Charge of his Passage to G. aforesaid. **And it is provided**, declared and agreed, by and between the said Parties, That if the said S. M. Junior, his Executors or Administrators, after the said J. S.'s Arrival at G. aforesaid, shall find him not capable (or, if the said J. S. shall not be diligent and faithful in the doing and performing of the Service and Business) of keeping the Books and Accounts of the said S. M. Junior, or such other Business wherein he shall imploy him in his Trade and Merchandizing, as aforesaid, that then and in any of the said Cases, the said S. M. Junior, his Executors or Administrators, after three Months Notice, or Warning, for that Purpose given to the said J. S. shall and may discharge the said J. S. from his said Service, he paying him for his Service to such the Time of his Discharge, and 3 l. for his Passage to E. **And** that the said S. M. Senior, or S. M. Junior, their Executors or Administrators, or either, or any of them, shall not from such the said Discharge of the said J. S. be chargeable to allow, or pay to the said J. S. all, or any of the said respective yearly Sums aforesaid, for such Time of the said three Years, which shall be then to come and unexpired; these Presents, or any Thing therein to the contrary notwithstanding. **In Witness**, &c.

Articles of Clerkship with an Attorney or Solicitor, (the Clerk put out by the Father.)

Articles of Agreement indented, &c. by and **Between** *A. H.* of the Inner Temple, London, Gent. of the one Part, and *J. S.* of Clements Inn in the County of Middlesex, Gent. and *J. R.* (Son-in-Law of the said *J. S.*) of the other Part, as followeth, viz.

The Father
covenants for
the Son's Ser-
vice,

and to find
him Clothes,
Washing, &c.

The Clerk a-
grees to serve,
the Father to
pay for stamp-
ing Articles,
and indemnify
the Master
therefrom.

The Master to
find Victuals,
Drink, &c.
for his Clerk,

and teach
him, &c.

and endea-
vour to pro-
cure his Ad-
mittance.

Not to assign
him without
the Father's
Consent, &c.

And that his
Executors,
&c. shall re-
fund in case of
his Death.

Whereas The said *J. S.* for himself, his Heirs, Executors and Administrators, doth co-
venant, promise, grant and agree, to and with the said *A. H.* his Executors, Administra-
tors and Assigns, in Manner and Form following, that is to say, That for and in Consideration
of the said *A. H.*'s Acceptance of the said *J. R.* into his Service as his Clerk, and the Sum of
137*l.* in Hand paid to him by the said *J. S.* the Receipt of which said Sum the said *A. H.* doth
hereby acknowledge, and of the Covenants and Agreements herein after in these Presents men-
tioned on the Part and Behalf of the said *A. H.* his Executors and Administrators, to be per-
formed, fulfilled and kept, he the said *J. R.* shall and will well, faithfully and diligently serve
him the said *A. H.* after the Manner of a Clerk, in the Practice and Profession that he the said
A. H. now useth of an Attorney in his Majesty's Court of — at *Westminster*, and as Attor-
ney and Solicitor in other Courts, from the Day of the Date hereof, for and during the Term
of five Years from thence next ensuing, and fully to be complete and ended; and that without
the wilful or negligent Cancelling, Obliterating, Spoiling, Losing, Imbeziling, Lending,
Spending or Making away with any of the Books, Papers, Deeds, Writings, Monies or other
Goods or Chattels of the said *A. H.* his Executors or Administrators, or of any other Person
or Persons, committed to the Custody or Care of the said *A. H.* or of the said *J. R.*'s as his
Clerk. **And further** he the said *J. S.* his Executors or Administrators, shall and will from
Time to Time, and at all Times hereafter, during the said Term of five Years, at his and their
own proper Costs and Charges, find and provide to and for the said *J. R.* all Manner of Ap-
parel both Linen and Woollen fit for his Use, and also Washing during the said Term; **And**
the said *J. R.* doth hereby promise and agree to serve the said *A. H.* during the said Term, and
in Manner as above specified: **And also** the said *J. S.* shall and will, within the Time ap-
pointed by Act of Parliament, pay to his Majesty's Revenue of the Stamp-Duties, the Tax or
Duties imposed upon Monies given with Clerks and Apprentices, and indemnify and save harm-
less the said *A. H.* his Executors and Assigns, of and from the same Duties in every Respect.
In Consideration of which true and faithful Service to be performed and done by the said
J. R. and of the Performance of the Covenants and Agreements herein before specified, ac-
cording to the true Intent and Meaning of these Presents, **He** the said *A. H.* for himself, his
Executors, Administrators and Assigns, **doth** covenant, promise and agree, to and with the
said *J. S.* his Executors, Administrators and Assigns by these Presents, in Manner and Form
following, that is to say, That he the said *A. H.* shall and will, during the said Term, find and
provide to and for the said *J. R.* good, sufficient and convenient Diet and Lodging; **And also**
shall and will by the best Means he can (according to the best of his Skill and Knowledge)
Teach and Instruct him the said *J. R.* in the Practice, Business and Profession of an Attorney
and Solicitor in any of his Majesty's Courts at *Westminster*, or elsewhere; **And** shall and will at
the Expiration of the said Term use the best Means and Endeavours, at the Request, Costs and
Charges of the said *J. R.* to cause and procure him the said *J. R.* to be admitted and sworn an
Attorney of his Majesty's said Court of — or such other of his Majesty's Courts at *Westmin-*
ster, as the said *J. R.* shall think fit to be admitted an Attorney of; **And** the said *A. H.* for
himself, his Executors and Administrators, do hereby promise and agree to and with the said
J. S. his Executors and Administrators, that he the said *A. H.* shall not within the Time or
Term of five Years, as aforesaid, assign the said *J. R.* to any Attorney or to any other Person
or Persons whatsoever, without the Knowledge, Consent and Approbation of the said *J. S.* his Exe-
cutors and Administrators, or the Direction of the present Judges or any successive Judge or
Judges of the said Court of — some or one of them, during the said Term; **And** the said
A. H. for himself, his Executors and Administrators, doth further covenant, promise and agree
to and with the said *J. S.* his Executors and Administrators, that in case the said *A. H.* shall die
before the Expiration of the said Term of five Years, the Executors or Administrators of the
said *A. H.* shall pay or cause to be paid to the said *J. S.* or to such Person or Persons as shall be
agreed of to take and accept of the said *J. R.* as his or their Clerk for the Residue of the said
Term, in Manner following, or that in case the said *A. H.* shall die before the Expiration of the
first Year of the said Term, then the Executors or Administrators of the said *A. H.* shall within
one Month next after pay or cause to be paid the Sum of 105*l.* in Manner as aforesaid; and
in like Manner before the Expiration of the second Year, the Sum of 85*l.* and in like
Manner before the Expiration of the third Year, the Sum of 65*l.* and in like Manner be-
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Master without his Leave during the said Term, nor unduly or negligently spend or waste any of his said Master's Monies, Goods or Chattels, or the Monies, Goods or Chattels of any other Person or Persons which shall be in the Custody of, or intrusted with him, by his said Master, or that shall be delivered or put into the Hands of the said *J. C.* or come to his Hands by his said Master's Order or Appointment, or any otherwise on his Account, during the said Term; but shall and do from Time to Time during the said Term well and truly account for, deliver and pay to his said Master, his Executors, Administrators or Assigns, all and every such Sum and Sums of Money, Stamps, Writings and all other Things which he the said *J. C.* shall receive, have or take, of, or for, or be intrusted for, or on Account of his said Master; and also shall in all Things demean and behave himself in all Respects, as a good, true and faithful Clerk, during all the said Term: **And** the said *W. L.* (for and in Consideration of the Sum of — of lawful Money of *Great Britain*, to him in Hand well paid by the said *H. W.* at or before the executing hereof, the Receipt, &c.) **Doth** covenant, promise, grant and agree, to and with the said *L. W.* and *J. C.* and to and with each of them by these Presents, in Manner as follows, *viz.* That he the said *W. L.* shall and will from Time to Time, and all Times, during the said Term of five Years, in the best Manner he can, well and sufficiently instruct and inform the said *J. C.* as his Clerk, in the Business and Practice of an Attorney or Entering Clerk in his Majesty's Courts of King's Bench and Common Pleas, and also as a Solicitor in the Courts of Chancery, Exchequer, and all other Courts which he the said *W. L.* now uses or shall use and practice during the said Term, and in all the Manner, Method and Reasons of doing the same; **And** also shall find and provide for him the said *J. C.* good and sufficient Meat, Drink and Lodging, during the said Term, he continuing in such Service of the said *W. L.* **And** also that he the said *W. L.* shall and will at the End of every Term, during the Time that he the said *J. C.* shall so serve him as a Clerk, as aforesaid, give and pay to him the said *J. C.* the Sum of 20 s. for his own Use: **And further**, That in case the said *W. L.* shall happen to die, &c. (*as before*.) **And** the said *H. W.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *W. L.* his Executors, Administrators and Assigns, by these Presents, That he the said *J. C.* shall and will from Time to Time, and at all Times, well and truly account for all such Monies, Stamps and other Things as shall come to his Hands, by the Delivery, Order, or for the Use of his said Master the said *W. L.* **And** shall and will pay and satisfy to him the said *W. L.* his Executors, Administrators or Assigns, from Time to Time on Demand, all and every such Sum and Sums of Money as shall appear to be due to him or them upon the Ballance of any Account which shall be made by Reason of any Deficiency of him the said *J. C.* **In Witness, &c.**

Instruction.

Master to find
Meat, &c.

Termage.

Guardian co-
venants that
the Clerk shall
account.*Liberty to assign.*

PROVIDED always, and it is hereby mutually agreed and declared by and between the Parties hereto, That it shall and may be lawful to and for the said *W. C.* at any Time, to assign over unto any other sworn Attorney or Attornies of the said Court, the Service and Benefit of the Clerkship of him the said *R. C.* for all or any Part of the said Term, in such Manner as he the said *W. C.* aforesaid shall think fit, (subject nevertheless to such Instruction, Provision and Allowance as are hereby made for the said *R. C.* in Manner as aforesaid;) any Thing to the contrary thereof notwithstanding.

Liberty to put a Clerk away from his Service.

AND Lastly, It is agreed by and between the Parties to these Presents, that if the said *B. V.* shall be wilfully disobedient to, or slothful or negligent, or shall otherwise misbehave himself towards his said Master during the said Term, that then it may and shall be lawful for the said *G. W.* at his Discretion, at any Time then after during the said Term to put away the said *B. V.* from the said Service of the said *G. W.* and that the said *G. W.* his Executors or Administrators, in such Case shall repay unto the said *W. V.* his Executors, Administrators or Assigns, the like Sum of Money as by these Presents are payable upon the Death of the said *G. W.* proportionably to the Time in which the said *G. W.* shall put away the said *B. V.* these Presents, or any Thing herein contained to the contrary thereof in any wise notwithstanding.

The Father to find Apparel, Washing, Doctors, &c.

AND that he the said *W. V.* his Executors or Administrators, shall and will during the said Term, provide for and allow the said *B. V.* convenient Apparel and Washing, and in case

case of Sickneſs or other Accident, by reaſon whereof the ſaid *B. V.* ſhall be diſabled to ſerve the ſaid *G. W.* as his Clerk, to provide and allow unto the ſaid *B. V.* a Nurſe, and pay the Charges of ſuch Doctors and Apothecaries, as ſhall be neceſſary during ſuch Sickneſs.

Articles of Clerkſhip, where a Clerk (his firſt Maſter being dead,) puts himſelf Clerk to another for the Reſidue of his Term, in order to qualify himſelf to be ſworn.

Whereas by Articles, &c. (*Recite the Articles.*) And whereas the ſaid *E. W.* ſerved the ſaid *J. B.* as his Clerk for the Term or Space of, &c. and he the ſaid *J. B.* then dying, the ſaid recited Articles, as to the Reſidue of the ſaid Term of five Years Service of Clerkſhip to the ſaid *J. B.* is now become void and determined: And whereas the ſaid *E. W.* has, on the Day of the Date hereof, the Term of, &c. to ſerve, (being the Reſidue of his ſaid Term of five Years Clerkſhip,) the Reſidue of which Term of five Years he the ſaid *E. W.* hath agreed to ſerve with the ſaid *A. S.* and that he the ſaid *E. W.* will find himſelf with all Neceſſaries during the ſaid Term, in ſuch Manner as herein after mentioned: **Now theſe Preſents witneſs,** That he the ſaid *E. W.* (in Purſuance of his ſaid recited Agreement, and to the Intent that he by his full Service of five Years Clerkſhip may be qualified to be ſworn, and act as one of the Solicitors of the ſaid Court of Chancery,) doth for himſelf, his Executors and Adminiſtrators, covenant with the ſaid *A. S.* his Executors, Adminiſtrators and Assigns, by theſe Preſents in Manner as follows, *viz.* That he the ſaid *E. W.* ſhall and will ſerve the ſaid *A. S.* as his Clerk, from the Day of the Date hereof, for and during the ſaid Term of one Year, (being the Reſidue of his ſaid Term of five Years Clerkſhip,) if they ſaid *A. S.* and *E. W.* ſhall both ſo long live, and that the ſaid *E. W.* during the Reſidue of his ſaid Term of Clerkſhip, ſhall and will in all Reſpects, to the beſt of his Power and Ability, ſerve the ſaid *A. S.* as his Clerk, and all and every his lawful Commands obey and perform, as a good Clerk ought to do; And alſo that he the ſaid *E. W.* during all the Reſidue of his ſaid Term of five Years Clerkſhip, ſhall and will at his own Charge find and provide himſelf, with Meat, Drink, Waſhing, Lodging, and all other Neceſſaries; and that he the ſaid *A. S.* ſhall and will at all Times be and is hereby abſolutely freed and diſcharged therefrom. **And theſe Preſents further witneſs,** That he the ſaid *A. S.* (in Purſuance of his ſaid recited Agreement, and in Conſideration of ſuch Service of him the ſaid *E. W.* as his Clerk as aforeſaid, (doth hereby for himſelf, his Executors and Adminiſtrators, covenant with the ſaid *E. W.* his Executors and Adminiſtrators, that, &c.

Articles of Clerkſhip between an Uncle and Nephew.

Articles, &c. Between *E. S.* of, &c. Gent. of the one Part, and *J. S.* of, &c. Gent. Nephew of the ſaid *E. S.* of the other Part.

Whereas the ſaid *E. S.* for and in Conſideration of the natural Love and Affection which he hath and beareth for the ſaid *J. S.* his ſaid Nephew, and for other Conſiderations him thereunto moving, he the ſaid *E. S.* hath taken the ſaid *J. S.* to be his Clerk, with him to dwell for the Space of five Years, to be accounted from the Day of the Date hereof, and it is covenanted and agreed between the ſaid Parties in Manner and Form following, (that is to ſay;) **Imprimis,** The ſaid *J. S.* doth covenant with the ſaid *E. S.* that he the ſaid *J. S.* ſhall and will faithfully ſerve, &c. (*as in others.*)

Another, whereby the Father puts his Son Clerk to a Solicitor in Chancery.

Articles, &c. Between *T. B.* of the Liberty of the Rolls in the Pariſh of St. Dunſtan in the Weſt in the County of Middleſex, Gent. of the one Part, and *T. W.* of, &c. Elq; and *E. W.* (Son of the ſaid *T. W.*) of the other Part, as follows, *viz.*

Imprimis, The ſaid *T. B.* (for and in Conſideration of the Sum of 210 l. of, &c. to him the ſaid *T. B.* by the ſaid *T. W.* in Hand paid, at or before the Inſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *T. B.* doth hereby acknowledge) Doth (at the Inſtance of, and by and with the Conſent of the ſaid *T. W.* teſtified by his being a Party to and executing hereof,) agree to take and accept of him the ſaid *E. W.* to be his Clerk from the Day of the Date hereof, for and during, and unto the full End and Term of five Years next
PART II. B n n inſuing,

insuing, fully to be compleat and ended. **Item**, the said *T.W.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *T.B.* his Executors and Administrators, that he the said *E.W.* shall and will continue and abide with the said *T.B.* as his Clerk, for and during the said Term of five Years, (if they both so long live;) and that he the said *E.W.* shall and will during that Time, or any further Time which he may continue with the said *T.B.* render a just and true Account of, and pay and deliver to him the said *T.B.* upon Demand, all Monies and other Things, wherewith he the said *E.W.* shall be intrusted by the said *T.B.* or which he shall receive, or may at any Time come to his Hands, as Clerk or Agent to him the said *T.B.* or to his Use; and that the said *E.W.* shall not nor will during his Clerkship neglect or absent himself from or leave his said Master's Business, or House, without his express Consent, but in every Respect to the best of his Power and Ability, serve him the said *T.B.* and all and every his lawful Commands obey and perform, and demean himself faithfully, soberly and dutifully, as a good and diligent Clerk ought to do, and shall not nor will imbezel, cancel, alter, obliterate or deface any Writings, Papers or Records of or belonging to the said *T.B.* or any his Clients which shall come to his Hands, Custody or Power, or disclose or make known any his said Master's Secrets, in Prejudice of him or his Clients. **Item**, In Consideration of the Premises, he the said *T.B.* doth hereby covenant, promise and agree, to and with the said *T.W.* his Executors and Administrators, to educate and instruct him the said *E.W.* in the Mystery of a Solicitor, in the High Court of Chancery, according to his best Skill and Ability, and as other Clerks who are placed with Solicitors of the said Court, are usually educated and instructed, and to find and provide him the said *E.W.* sufficient and necessary Mear, Drink and Lodging for and during the said five Years, or so long thereof, as he the said *E.W.* shall continue to serve the said *T.B.* as aforesaid, and also to pay him the said *E.W.* 30 s. a Term during that Time. **Item**, the said *T.B.* for himself, his Heirs, Executors and Administrators, doth further covenant, promise and agree, to and with the said *T.W.* his Executors and Administrators, in case he the said *T.B.* shall happen to die within the first Year of the said Term of five Years, (the said *E.W.* him the said *T.B.* surviving,) that then his Heirs, Executors or Administrators, shall and will refund and pay back unto the said *T.W.* his Executors, Administrators or Assigns the Sum of 150 l. and in case the said *T.B.* shall happen to die within the second Year of the said Term of five Years, (the said *E.W.* him the said *T.B.* surviving,) that then his Heirs, Executors or Administrators, shall and will refund and pay back unto the said *T.W.* his Executors, Administrators or Assigns, the Sum of 100 l. and in case the said *T.B.* shall happen to die within the third Year of the said Term of five Years, (the said *E.W.* him the said *T.B.* surviving,) that then his Heirs, Executors or Administrators, shall and will refund and pay back unto the said *T.W.* his Executors, Administrators or Assigns, the Sum of 50 l. but in case of the Death of the said *E.W.* during the first three Years of the said Term, (the said *T.B.* him the said *E.W.* surviving,) then no Money to be returned by the said *T.B.* **And lastly**, It is agreed by and between the said *E.W.* and the said *T.B.* that in case he the said *T.B.* shall at any Time during the aforesaid Term of five Years find it inconvenient to dyet and lodge the said *E.W.* in his own House, that then and in such Case, (notwithstanding any Covenant herein contained to the contrary,) the said *T.B.* shall or may be at Liberty to Dyet and Lodge him the said *E.W.* where he shall think most convenient, in which Case he the said *T.W.* doth covenant, promise and agree, to and with the said *T.B.* to allow and pay him the said *T.B.* after the Rate of 10 l. per Ann. towards the extraordinary Expence and Charge thereof. **In Witness, &c.**

Articles of Clerkship to one of the 60 Clerks in Chancery.

Articles, &c. Between *R.T.* of, &c. Gent. and *J.T.* one of the Sons of the said *R.T.* of the one Part, and *W.N.* of the Six Clerks Office, Gent. of the other Part, as follows.

The Clerk
not to solicit
for himself.

The Master's
Duty.

Imprimis, It is covenanted, &c. that in Consideration, &c. he the said *W.N.* is forthwith to take the said *J.T.* into his Service as his Clerk, for and during the Term of five Years next, &c. if he the said *W.N.* shall so long live. **Item**, That the said *J.T.* &c. (as to his Service and Fidelity as usual;) and that the said *J.T.* shall not and will not during the said Term solicit, prosecute, defend, intermeddle with or manage any Cause or Causes in the Court of Chancery, or in any other Court, or in any other Manner or Way for the Advantage of himself or any other Person or Persons whatsoever, except the Causes of the said *W.N.*'s Clients, and for the said *W.N.*'s Advantage and Benefit, without the Consent of the said *W.N.* first had and obtained. **Item**, The said *W.N.* for the Considerations aforesaid, doth for himself, &c. covenant, &c. to and with the said *R.T.* his, &c. in Manner following; That

That he the said *W. N.* for and during the Term aforesaid, shall and will, to the best of his Skill and Knowledge, teach and instruct the said *J. T.* as his Clerk in the Practice and Proceedings of the Six Clerks Office in his Majesty's High Court of Chancery, wherein the said *W. N.* hath now a Seat, and practiseth as a sworn Clerk there; and that the said *W. N.* shall forthwith enter him the said *J. T.* as his Clerk in the said Office, in such Manner as the said *J. T.* may be capable to be a sworn Clerk, according to the Constitution of the said Office; And that he the said *W. N.* shall and will pay or allow, *&c.* (Termages) for and during the Term of three Years. *Item*, The said *W. N.* doth covenant, *&c.* to and with the said *R. T.* Clerk's Fees. his, *&c.* that he the said *J. T.* continuing to demean and behave himself well in all Things, and no ways neglecting his the said *W. N.*'s Affairs or Employment, wherein he or any of his Clients may or shall be damnified during the Time he shall continue with the said *W. N.* after the said Term of three Years, until he be a sworn Clerk, or otherwise disposed of, or leave the Service of the said *W. N.* shall and will allow him the said *J. T.* such Clerk's Fees as are usually given or allowed to other Under-Clerks of the said Office, for such Business as he the said *J. T.* shall do for him the said *W. N.* in any Manner of Ways whatsoever. *Item, &c.* (to refund, &c.) Lastly, It is hereby covenanted, *&c.* by, *&c.* that at the Expiration of When Term- the said Term of three Years, and from thenceforth the said Termly Allowance of 40 s. a age to cease. Term, by these Presents covenanted to be paid and allowed to the said *J. T.* is to cease and determine. *In Witness, &c.*

Agreement between a Master and a Journeyman or hired Servant.

Articles of Agreement indented, *&c.* Between *W. S.* of the one Part, and *W. M.* of the other Part, as followeth, (that is to say),

THE said *W. M.* for the Consideration hereunder mentioned, doth covenant, promise and *Covenant to* agree, to and with the said *W. S.* his Executors, Administrators and Assigns, by these *serve,* Presents, in Manner following, (that is to say), That he the said *W. M.* shall and will become Servant unto and diligently serve, abide and continue with the said *W. S.* his Executors, Administrators and Assigns, from the Date of these Presents, for and during and unto the full End and Term of — Years now next ensuing, as his and their Covenant-Servant, and diligently and faithfully, according to the best and utmost of his Power, Skill and Knowledge, exercise and employ himself in, and shall and will during the said Term do and perform all such Service and Business whatsoever, as well relating to the Trade aforesaid which the said *W. S.* now useth, as in and about any other Business, Matter and Thing whatsoever, as the said *W. S.* shall from Time to Time order, direct and appoint, to and for the most Profit and Advantage of the said *W. S.* that he can; And shall and will keep the Secrets of the said *W. S.* relating to the said Trade and Business; and likewise be just, true and faithful to the said *W. S.* in all Matters and Things, and no ways wrongfully detain, imbezil or purloin any *and keep Se-* Monies, Goods or Things whatsoever belonging to the said *W. S.* and also shall and will keep *crets, and be* just, true and faithful Accounts in the Books of the said *W. S.* of all Goods bought and sold, *just, &c.* Monies received and paid, and of all other Things whatsoever relating to the Business of the said *W. S.* as shall come to be committed to his Care, Management or Disposal; and from *and keep Ac-* Time to Time pay all Monies which he shall receive of or belonging to or by the Order of *counts, and* the said *W. S.* into his Hands, and make and give up true and fair Accounts of all his Actings *render Ac-* and Doings whatsoever in his said Employment, without Fraud or Delay, when and as often *count.* as he shall be thereto required. And in Consideration of the Premises, and of the several *Covenant to* Matters and Things by the said *W. M.* to be performed as aforesaid, the said *W. S.* doth for *find Meat,* himself, his Executors and Administrators, covenant and agree to and with the said *W. M.* by *Drink, &c.* these Presents, that he the said *W. S.* his Executors and Administrators, shall and will find and *and pay* provide unto and for the said *W. M.* in his Dwelling-house, Meat, Drink, Washing and *Wages.* Lodging; and also well and truly pay or cause to be paid unto the said *W. M.* his Executors or Assigns, the Sum or Salary of — *l. per Ann.* of lawful, *&c.* for the first — Years, *&c.* by equal Quarterly Payments; and shall and will allow the said *W. M.* such reasonable Expenses in and about the Business aforesaid, as he the said *W. S.* shall think fit: And the said *Covenant for* Parties do mutually covenant and agree to and with the other, *viz.* That if the said *W. S.* shall *each to give* not be willing to continue the said *W. M.* in his Service after the Expiration of the said — *Warning on* Years, or if the said *W. M.* shall not be willing to serve and continue with the said *W. S.* *parting.* after the Expiration of the said — Years, in either of the said Cases the said Parties shall and will give — Months Notice of such their Minds and Intention before the Expiration of the said Term. (*Penalties may be added.*) *In Witness, &c.*

The

The like to an Undertaker.

— Do and perform, and employ himself in the Work and Service of fitting up of Coffins, and in and about all such other Work, Service and Business relating to Funerals and dead Corps; and otherwise both in *L.* or elsewhere in *E.* as Occasion requires, and as the said *W. L.* shall require and appoint to be done, to the most Profit and Advantage of the said *W. L.* that he can: **And further,** That the said *T. S.* shall and will keep the Secrets of his said Master; and shall and will be just, &c. (*Vide the last Precedent*) and will not absent himself from his said Service at any Time without Leave or Liberty in that Behalf: **And in Consideration, &c.** (*the Master covenants to pay Wages, &c.*) **And** the said *W. L.* doth also covenant and agree with the said *T. S.* that he will give unto the said *T. S.* a Coat, Waistcoat and Breeches, upon the Sealing hereof. (*Penalties may be added.*) **In Witness, &c.**

The like to a Glass-maker.

Articles of Agreement indented, &c. **Between** *W. B.* of — of the one Part, and *J. S.* of — of the other Part, in Manner following, (that is to say,)

FIRST of all, the said *J. S.* doth hereby covenant, promise and agree, to and with the said *W. B.* his Executors, Administrators and Assigns, and every of them by these Presents, in Manner following, (that is to say), That he the said *J. S.* for and in Consideration of the Payments and Allowances herein after mentioned and expressed on the Part and Behalf of the said *W. B.* his Executors, Administrators and Assigns, to be paid and allowed, shall and will truly and faithfully serve and work for him the said *W. B.* his Executors, Administrators and Assigns, and do and perform the Art, Business and Occupation of making Plate-Glass, *Normandy* or Crown Glass, Flint-Glass, ordinary Glass Vials, and all other Sorts of Glass Wares wherein he is skilled, or which he is capable of making, or any of them, as he shall be from Time to Time required, ordered or directed by the said *W. B.* his Executors or Administrators, or his or their Clerks or Servants in that Behalf, (Bottle-Glass excepted) for and during the Term and Space of seven Years, to commence and be reckoned from the Day of the Date of these Presents, and from thenceforth fully to be compleat and ended. **Also** that the said *J. S.* shall and will be ready at all Times during the said Term, at the Request or Demand of the said *W. B.* his Executors, Administrators and Assigns, or any of his or their Clerks or Servants for the Time being, to work for him and them in the making of any of the several Sorts of Glasses aforesaid, at the Glass-Works or Glass-House at or near, &c. or any other Glass-Works within ten Miles of *L.* where he, they, or any of them, shall order and appoint him to work as aforesaid, and that according to the best of his Skill and Judgment, and as may be most for the Profit and Advantage of the said *W. B.* his Executors, Administrators and Assigns. **Also** that he the said *J. S.* shall not nor will, at any Time during the said Term, wilfully neglect or depart from the said Work, Service and Employment of the said *W. B.* his Executors, Administrators and Assigns; nor work to or for any other Person or Persons whatsoever, in the Art or Occupation aforesaid, without the Leave and Licence of him the said *W. B.* his Executors, Administrators and Assigns, or some of them, first had and obtained in Writing under his, their, or some or one of their Hands and Seals in that Behalf. **Also** that he the said *J. S.* shall not nor will, at any Time during the said Term, do or cause, or willingly suffer to be done, any Act, Matter or Thing whatsoever, to the Hindrance or Prejudice of him the said *W. B.* his Executors, Administrators, Partners or Assigns, or any of them, in his or their Glass-Works or Concernments aforesaid, or otherwise howsoever. **Also** the said *W. B.* for himself, his Executors, Administrators and Assigns, and every of them, doth covenant, promise and agree, to and with the said *J. S.* his Executors, Administrators and Assigns, in Manner following, (that is to say), That he the said *W. B.* his Executors, Administrators and Assigns, for and in Consideration of the Works and Service aforesaid, to be well, truly and faithfully done and performed by him the said *J. S.* shall and will pay, allow and satisfy unto him the said *J. S.* during the said Term of seven Years — *per Week*, for — Weeks in each Year; the first Weekly Payment to begin on the, &c. next ensuing the Date of these Presents; and of the remaining — Weeks of each Year during the said Term of seven Years, — Weeks thereof he shall be allowed and paid 10*s.* *per Week* for Play-Wages, provided he is not employed, and the other six Weeks in the Year by Agreement are to be allowed for repairing of Furnaces, and no Payment or Allowance is to be made to the said *J. S.* for the last six Weeks.

Covenant to
pay the
Journeyman.

And

And lastly, for the true and faithful observing and performing of all and singular the Articles, Covenants, Payments and Agreements herein before mentioned and expressed to be, by the said *W. B.* his Executors and Administrators and the said *J. S.* observed, paid and performed as aforesaid, according to the true Intent and Meaning of these Presents, each of them the said *W. B.* and *J. S.* bindeth himself, his Executors, Administrators and Assigns, unto the other of them, his Executors, Administrators and Assigns respectively, in the Sum or Penalty of 500*l.* of lawful, &c. firmly by these Presents. In Witness, &c.

Another to a Mill-wright.

Articles, &c.

FIRST, The said *B.* (in Consideration of the Monthly Sum of — and other the Considerations herein after mentioned to be paid and allowed to him by the said *A.* in such Manner as herein after is in that Behalf mentioned and expressed) doth hereby covenant and agree to and with the said *A.* in Manner as follows, (to wit), That he the said *B.* from the Day of the Date hereof, for and during the full Term of — Years, if they the said *A.* and *B.* shall both so long live, shall and will (at the now Dwelling-house of him the said *A.* situate, &c. or at such other Place or Places, if by him the said *A.* from Time to Time so required, ordered and directed) work as a Servant or Journeyman, and well and truly and faithfully serve him the said *A.* in the Business of a Mill-wright, Carpenter, Joiner, Turner, and in all such other Arts, Mysteries and Work, as he the said *B.* now is or shall be any ways capable of doing or performing, during the Term aforesaid, and that according to the best of his the said *B.*'s Ability, Knowledge and Judgment therein; and that he the said *B.* during the Continuance of the said Term, shall yearly work and perform the Trade or Business aforesaid for him the said *A.* in Manner as follows, *viz.* From the 25th of *March* to the 29th Day of *September*, from the Hours of six in the Morning to six in the Evening, and from the 29th of *September* to the 25th of *March* from Day-light to Day-light, and that daily, (Sickness, Sundays, grand Festival Days, and usual Hours of Breakfast and Dinner, only allowed and excepted): And further, that he the said *B.* during the Term aforesaid, shall not at any Time absent himself from such Service of the said *A.* nor work, do or perform any Sort of the Trade or Business aforesaid, for the Use or Benefit of any other Person or Persons whomsoever, without the Consent of him the said *A.* first had in Writing for that Purpose.

Another to a Stove-maker.

Articles of Agreement indented, &c. Between *W. G.* of, &c. Stove-maker, of the one Part, and *J. K.* the present Servant of the said *W. G.* of the other Part.

FIRST, The said *J. K.* (in Consideration of the Sum of 13*l.* Wages, and of his Diet and other Provision herein after agreed to be paid and allowed him in such Manner as herein after is mentioned) doth hereby covenant and agree to and with the said *W. G.* in Manner following, (to wit,) That he the said *J. K.* shall and will well, truly and honestly, and according to the best of his Knowledge and Ability, serve the said *W. G.* at his now Dwelling-house, as his Servant or Journeyman in the Trade of a Stove-Grate Maker, for and during the full Term of one whole Year, to commence from *Midsummer-Day* now last past; and that he the said *J. K.* shall not at any Time during the said Term absent himself from the Service of the said *W. G.* without his Consent first had for that Purpose; and that he the said *J. K.* during all the said Term shall and will weekly earn the Sum of 15*s.* in the making of Stove-Grates in a compleat and workman-like Manner, for the Use and Benefit of the said *W. G.* if he the said *W. G.* shall find him Employment therein. And in Case any Sickness shall happen to the said *J. K.* or that he shall make any Neglect during the said Term in earning the said Weekly Sum of 15*s.* in making such Grates for the Use of the said *W. G.* in Manner as aforesaid, that then and in either of the said Cases it shall and may be lawful to and for the said *W. G.* to deduct the same out of the said Sum of 13*l.* Wages, agreed to be paid to the said *J. K.* as aforesaid, in such Manner as herein after is mentioned. And the said *W. G.* (in Consideration of such Service so to be done and performed by the said *J. K.* in Manner as aforesaid) doth hereby covenant and agree to and with the said *J. K.* in Manner as follows, *viz.* That he the said *W. G.* during all the said Term of one Year, or so much thereof as he the said *J. K.* shall serve him in Manner as aforesaid, will find and provide the said *J. K.* with Meat, Drink, Washing and Lodging, (save and except small Beer); and

that in Lieu of such small Beer, he the said *W. G.* shall and will allow and pay him the said *J. K.* three Half-pence every Day; And that he the said *W. G.* at the End of every Quarter of a Year during the said Term, shall and will well and truly pay unto the said *J. K.* the fourth Part of the said Sum of 13*l.* for his Wages for such Services; subject nevertheless to his the said *G. W.*'s allowing and deducting thereout so much of the said Weekly Sum of 15*s.* as shall not have been at any Time during the said Term by him the said *J. K.* earned in making such Grates for the Use of the said *W. G.* as aforesaid, in Case of any Sickness happening to, or Neglect made by him the said *J. K.* during the said Term, in Manner aforesaid. And lastly, for the true Performance of the several and respective Covenants and Agreements herein before contained on the Parts of each of them the said *W. G.* and *J. K.* to be worked, paid, done and performed in Manner as aforesaid, they the said *W. G.* and *J. K.* do hereby bind themselves unto each other, and to the respective Executors, Administrators and Assigns of each other, in the Penal Sum of 20*l.* of lawful Money of Great Britain, firmly by these Presents. **In Witness, &c.**

Agreement to go abroad, and there exercise a Trade, in Consideration of Wages, &c.

Agreed the, &c. Between *W. V.* of, &c. of the one Part, and *T. S.* of, &c. of the other Part, as followeth, viz.

Covenant to go abroad, and there exercise a Trade.

Covenant to pay Wages and Passage.

THE said *W. V.* doth covenant and agree to and with the said *T. S.* his Executors, Administrators and Assigns, that he the said *W. V.* upon the first Notice to him given by the said *T. S.* after the Date hereof, will go on board such Ship as the said *T. S.* shall order, and sail in and with the same to *A. in R.* and upon his Arrival there will enter into, and for the Space of two Years, to be accounted from his Arrival at *A.* continue in the Service of the said *T. S.* or any other Person or Persons, either at *A.* or elsewhere in the Dominions of the Emperor of *R.* as he or his Correspondents there shall appoint; and will perform the Art and Business of gathering and blowing of Flint-Glass, and all other Works belonging to the Servitor in the making of Glass: **And** the said *T. S.* for himself, his Executors and Administrators, doth hereby covenant and agree with the said *W. V.* that if he the said *W. V.* shall go on Board and sail in and with such Ship or Vessel the said *T. S.* shall order and direct him for *A.* aforesaid, and upon his Arrival there shall enter into and continue in the Service of the said *T. S.* or any other Person or Persons at *A.* or elsewhere in the Dominions of the Emperor of *R.* and there perform the Art and Business before mentioned for the Time aforesaid, he the said *T. S.* his Executors, Administrators or Assigns will pay, or cause to be paid unto the said *W. V.* during the said two Years, to be accounted as aforesaid, but not longer; or for so long Time thereof as he shall continue in the said Service, the Sum of ——— per Month; the first Payment thereof to be made at the End of one Month from his Arrival at *A.* to be accounted as aforesaid; and will pay the Charge of his Passage to *A.* And each of them the said Parties do hereby agree within ——— Months after the Date hereof, to seal and execute Articles of Agreement to the Effect aforesaid. **In Witness, &c.**

A general Indenture of Apprenticeship, suitable to any Trade.

Apprentice bound to any Trade.

The Term of Years.

Behaviour of the Apprentice.

THIS Indenture made the — Day of — in the Year of, &c. (a) **Witnesseth,** that *W. S.* Son of *H. S.* of — in the County of — **W**ith of his own free Will and Accord (and you may say, and by and with the Consent of his Father, (or other next of Kin) testified by his Sealing and Delivering of these Presents) placed and bound himself Apprentice to *R. J.* of the Parish of — in the County of — (name his Trade) **T**o be taught in the said Trade, Science or Occupation of a — which the said *R. J.* now uses, **And** to live with, continue and serve him as an Apprentice from the Day of the Date hereof (or from the — Day of — next coming) unto the full End and Term of seven Years from thence next ensuing and fully to be compleat and ended; **D**uring all which said Term of seven Years, the said *W. S.* doth covenant and promise to and with the said *R. J.* his Executors, Administrators and Assigns, that he the said *W. S.* shall and will well and

(a) Note; An Indenture of Apprenticeship usually begins as above, but may as properly begin thus: **This Indenture, made, &c. Between** *H. S.* (the Father) of, &c. and *W. S.* one of the Sons of the said *H. S.* of the one Part, and *R. J.* (the Master) of the other Part, **Witnesseth,** That the said *W. S.* by and with his own Consent, free Will and good Liking, and by and with the said *H. S.*'s Consent and good Liking, testified by his being a Party to, and sealing and delivering of these Presents, **W**ith put, &c.

faithfully

faithfully serve, demean himself, and be just and true to him the said R. J. his Executors, Administrators and Assigns, as his Master, (a) and keep his Secrets, and every where willingly obey all his lawful Commands; he shall do no Hurt or Damage to his said Master in his Goods, Estate or otherwise, (b) nor willingly suffer any to be done by others, and whether prevented or not shall forthwith give Notice thereof to his said Master; he shall not (inordinately) imbezel or waste the Goods of his said Master, nor lend them without his Consent to any Person or Persons whatsoever; he shall not traffick, or buy or sell with his own Goods or others during the said Term, without his Master's Leave; he shall not play at Cards, Dice, or any other unlawful Games, (sometimes it is said here Whereby his said Master may sustain any Loss or Damage, without his Consent;) he shall not haunt or frequent Playhouses, Taverns or Alehouses, except it be about his Master's Business there to be done; he shall not commit Fornication; he shall not contract Matrimony; he shall not at any Time, Day or Night, depart or absent himself from the Service of his said Master without his Leave, But in all Things, as a good and faithful Apprentice, shall and will demean and behave himself to his said Master, and all his, during the said Term. And for and in Consideration of the Sum of — of, &c. to him in Hand, &c. at, &c. the said R. J. the Receipt, &c. for himself, his, &c. doth covenant, promise and agree, to teach and instruct his said Apprentice, or otherwise cause him to be well and sufficiently taught and instructed in the said Trade of a — after the best Way and Manner that he can; And shall and will also find and allow unto his said Apprentice Meat, Drink, Washing, Lodging and Apparel, both Linen and Woollen, and all other Necessaries in Sickness and in Health, meet and convenient for such an Apprentice during the Term aforesaid; And at the Expiration of the said Term shall and will give to his said Apprentice (over and above his then Clothing) one new Suit of Apparel, viz. Coat, Waistcoat and Breeches, Hat, Shoes and Stockings, with fit and suitable Linen for such an Apprentice. In Witness, &c.

Master's Duty, viz. to teach his Trade,

to find Victuals, Drink and Clothes. What shall be given to the Apprentice at the End of the Term.

Or there may be these Variations.

AND also at the End of the said Term shall give and allow unto his said Apprentice double Apparel to and for his Body meet and convenient, viz. Apparel for Holy-days, and Apparel for Working-days.

— Finding unto his said Apprentice Meat, &c. and all Things necessary or belonging to an Apprentice of such Craft (Trade,) to be found after the Manner and Custom of the City of London.

An Indenture of an Apprentice put out by a Parish.

THIS Indenture made the, &c. Between R. C. and C. R. Church-wardens of the Parish of B. in the County of S. and J. F. and F. J. Overseers of the Poor of the same Parish of B. of the one Part, and R. R. of, &c. of the other Part, witnesseth, That the said Church-wardens and Overseers, by the Assent of his Majesty's Justices of the Peace of said County, whose Hands and Seals are hereunto put, according to the Statute for the Relief of the Poor in that Case made and provided, (or say, According to the Form of the Statute made in the 43d Year of the Reign of the late Queen Elizabeth, intituled, *An Act for the Relief of the Poor*) Have put out and bound L. A. a poor Child of the said Parish of B. now of the Age of — Years, Apprentice to the said R. R. until the said L. A. shall come to the Age of 24 Years; During all which said Term the said Apprentice shall and will well and faithfully serve, &c. (as before in the common Form.) And also during all the said Term the said Master for himself, his Executors, Administrators and Assigns, doth covenant and grant to keep the said Apprentice in good and decent Order, with necessary and competent Meat, Drink, Washing, Lodging and Apparel, and in honest and convenient * Labour shall use and employ him, or cause him to be used and employed, during the said Term; And at the End of the said Term shall give his said Apprentice double Apparel. In Witness, &c.

Justices Assent. Apprentice's Behaviour. Master's Duty.

(a) Here sometimes it may be requisite to say, As well in England as in Parts beyond the Sea.

(b) In some old Indentures these Words are inserted, To the Value of 12 d. by the Year, or above.

* This is where the Apprentice is put to a Husbandman, or a Person of no Trade; but if he is put out to learn a Trade, say as in the foregoing Indenture, as to the Master's Duty.

Or the Form may be varied thus.

Indemnity of
the Parish.

—— Faithfully shall serve in all lawful Business, according to his (or her) Power and Ability, and honestly, orderly and obediently in all Things demean and behave him (or her) self towards his (or her) said Master, &c. And the said (Master) doth covenant, &c. to and with the said Church-wardens and Overseers, and their Successors for the Time being, and every of them, by, &c. that he the said (Master) shall and will teach, &c. and shall, &c. find, &c. And also shall and will so provide for the said Apprentice, that he (she) may not be any Ways a Charge or chargeable to the said Parish, or Parishioners of the same; but of and from all Charges concerning him (her) shall and will save the said Parish and Parishioners harmless and indemnified during the said Term.

And this may be added.

AND further shall and will, at his and their own Charge, at the End of the said Term of — Years, make, or cause the said Apprentice to be made free of the City of L. and Company of, &c.

An Indenture whereby an Apprentice is put out, by his Guardian's Consent, to an Apothecary and Surgeon, wherein are contained several special Agreements, as to finding Physick, Clothes, &c. paying Physicians and Nurses, attending Hospitals, making good Imbezilments, and a Provision in Case of the Master's Death.

Articles of Agreement Tripartite indented, &c. **Between** W.T. of, &c. Surgeon and Apothecary, of the first Part, J.L. (Son of R.L. late of S. Clerk, deceased) of the second Part, and J.R. of, &c. Gent. (Guardian of the said J.L.) of the third Part, in Manner as follows, (that is to say,)

Apprentice
put out.

His Beha-
viour.

Master's Duty

in teaching
the Business.

finding Meat,
&c.
and Physick;
the Charges
of Physicians
and Nurses,
&c. excepted.

FIRST, the said J.L. (by and with the Consent of the said J.R.) **Doth** hereby put and bind himself to the said W.T. as an Apprentice, him to serve in his Art, Mystery or Business of a Surgeon and Apothecary, from the Day of the Date hereof, for and during and until the full End and Term of seven Years from thence next ensuing; **And** that he the said J.L. during all the said Term, his Master the said W.T. shall truly serve in the Art aforesaid, his Secrets keep, and shall do no Damage to his said Master, nor knowingly suffer the same to be done by any other Person or Persons whatsoever, without giving Notice thereof to his said Master, nor shall lend, or any ways imbezil any of his said Master's Monies or Goods, either by himself, or to any other Person or Persons whomsoever, without the Consent of his said Master; **And** that he the said J.L. during all the said Term of seven Years, shall and will diligently and honestly serve his said Master, and shall not at any Time during the said Term, (without his said Master's Consent) absent himself either by Day or by Night from the Service of his said Master, but during all the said Term his said Master's lawful Commands, to the utmost of his Power, shall willingly do, obey and perform; and that in all Respects as an honest and faithful Apprentice ought to do and perform. **And** the said W.T. (in Consideration of such Apprenticeship, and also of the Sum of, &c. to him in Hand, &c. by the said J.R. at, &c. the Receipt, &c.) **Doth** hereby for himself, his Executors and Administrators, covenant, promise and agree to and with the said J.L. and J.R. their Executors, Administrators and Assigns, by these Presents, in Manner as follows, (that is to say,) That the said W.T. according to the best of his Power, Skill and Knowledge shall and will, during the said Term, teach and instruct, or cause to be taught and instructed, the said J.L. in the Art, Mystery, Trade and Business of a Surgeon and an Apothecary, and in all Things whatsoever incident and belonging thereunto, in such Manner as he the said W.T. now, or at any Time hereafter during the said Term of seven Years, shall use, practice, teach or deal in the same; **And** also, That he the said W.T. during all the said Term, shall and will find, provide and allow to him the said J.L. good and sufficient Meat, Drink, Washing and Lodging fit for an Apprentice; **And** also, in Case of Sickness, proper Physick for him the said J.L. and all other proper Necessaries during such Sickness, (The Charges as to Physicians and Nursing during such Sickness, and all Manner of Cloathing and Apparel, and all Sorts of Mending thereof during the said Term of seven Years, only and always excepted, the same being agreed to be found, paid for and provided by the said J.L. and J.R. or one of them, during the said Term, in such Man-
ner

ner as herein after is for that Purpose mentioned;) **And further,** That he the said *W. T.* shall and will permit and allow him the said *J. L.* during the last Year of his said Apprenticeship, to have free Liberty four Days in every Week thereof, and at the usual Hours for that Purpose, to resort to and go to *St. Thomas's Hospital*, or any other Hospital, for the further and better instructing and improving himself in the said Art, Mystry and Business of a Surgeon; **Provided** and so as the said *W. T.* shall be at no Manner of Charges or Expence for his the said *J. L.*'s so doing; **And** the said *J. R.* Guardian of the said *J. L.* **Doth** hereby for himself, his Executors and Administrators, covenant to and with the said *W. T.* his Executors, Administrators and Assigns, in Manner as follows, (*viz.*) **That** he the said *J. L.* shall and will honestly and faithfully serve his Apprenticeship of seven Years, in Manner as aforesaid, unto the said *W. T.* in Case they the said *W. T.* and *J. L.* shall both so long live; **And that** he the said *J. R.* his Executors or Administrators, during all the said Term, shall and will, at his and their own Charge, find and provide him the said *J. L.* with all Manner of Cloathing and Apparel of what Nature soever, **and also** with mending the same, **and likewise** in Case of any Sickness of him the said *J. L.* during the Time aforesaid, that then he the said *J. R.* his Executors or Administrators, shall pay and discharge all Doctors Fees, and also all Nurses Wages, to be occasioned by such Sickness; **And further,** that in Case he the said *J. L.* shall at any Time, during his said Apprenticeship, wilfully imbezil any of the Monies or Goods of him the said *W. T.* that then and in such Case he the said *J. R.* his Executors or Administrators, (upon due and good Proof made thereof) and within one Month after the same so done, shall and will pay, satisfy and make good unto him the said *W. T.* his Executors and Assigns, all such Monies and Goods as shall be by him the said *J. L.* so imbezilled as aforesaid; **And it is hereby mutually agreed and declared** by and between the Parties to these Presents, That in Case the said *W. T.* shall happen to die before the End of the Apprenticeship of the said *J. L.* that then and in such Case, the Executors or Administrators of him the said *W. T.* within — next after his Death shall and will find and provide another new proper Master, (being a Surgeon and Apothecary) and shall at their Charge turn over the said *J. L.* to such new Master, for the Residue of his Term of Apprenticeship; and in Default of his, her or their so doing, that then the Executors or Administrators of the said *W. T.* shall and will repay unto the said *J. R.* his Executors or Administrators, the Sum of —, Part of the said Sum of — *l.* to be by him paid as aforesaid, within the Space of — next after the Death of the said *W. T.* **And lastly,** for the true Performance of the several Covenants and Agreements herein before mentioned and contained, on the respective Parts of each of them the said *J. L.* *W. T.* and *J. R.* to be served, taught, paid, done and performed, in Manner as abovementioned, they the said *W. T.* *J. L.* and *J. R.* do hereby bind themselves unto each other, and to the Executors, Administrators and Assigns of each other, in the penal Sum of 50 *l.* of, &c. firmly by these Presents. **In Witness** whereof, all the said Parties have, &c.

Liberty for the Apprentice to attend an Hospital, but not at his Master's Expence.

The Guardian's Covenant for the faithful Service, finding Clothes, &c.

paying Physicians and Nurses.

Making good Imbezillments.

Agreement, that if the Master dies, his Executors or Administrators to find another Master, or return Part of the Consideration Money.

Penalty.

Another, whereby a Father puts his Son to a Painter, the Father to find the Son every Thing; the Master only to teach the Son his Trade, and permit him to go to the Academy.

THIS Indenture made, &c. **Between** *A.* of, &c. and *B.* his Son, of the one Part, and *C.* of, &c. of the other Part, **witnesseth**, that the said *B.* with the Consent and Agreement of his Father the said *A.* testified by, &c. doth bind himself Apprentice unto the said *C.* after the Manner of an Apprentice to serve him the said *C.* for the Term of — Years, from, &c. to be accounted and fully compleat and ended; **During** which Term the said Apprentice or Servant shall and will constantly at all Times attend the Service, and employ himself in the Business of his said Master from the Hour of seven o'Clock in the Morning until the Hour of Eight at Night, from *Lady-Day* to *Michaelmas*, and from the Hour of Eight of the Clock in the Morning until the Hour of Seven of the Clock at Night, from *Michaelmas* to *Lady-Day*, in every Year; **And** shall and will during the said Time faithfully serve, &c. (*as usual.*) **And** the said *A.* for himself, his Executors and Administrators, doth covenant, promise and agree to and with the said *C.* his Executors and Administrators, as followeth, (that is to say) That he the said *A.* his Executors and Administrators, shall and will find, provide and allow unto and for the said *B.* his Son, Meat, Drink, Washing and Lodging, and wearing Apparel both Linen and Woollen, during the said Term of his Apprenticeship, and thereof and therefrom, and from all Actions, Suits, Costs, Charges and Damages, for or by Reason thereof, shall and will well and sufficiently keep harmless and indemnified the said *C.* his Executors and Administrators; any Law, Custom or Usage to the contrary notwithstanding. **And** the said *C.* in Consideration of the said Service to be performed as aforesaid, and of — *l.* &c. to him in Hand, &c. by the said *A.* the Receipt, &c. and of — *l.*

At what Hour to work and to leave off.

Covenant that the Father shall find his Son Meat, Drink, Washing, Lodging and wearing Apparel, and indemnify the Master therefrom.

more, secured to be paid him by the said *A.* by Obligation under his Hand and Seal, bearing Date, &c. doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said *A.* his Executors and Administrators, that he the said *C.* shall and will teach and instruct, or cause the said *B.* to be, &c. in the Art of Drawing, Designing and Painting, which he now useth, by the best Means that he can; And shall and will, for the better improving the said Apprentice, at the Expiration of the first — Years of his Apprenticeship, permit and suffer him at proper and convenient Times to go to the Academy, the said *A.* paying for teaching and instructing there; And for the true Performance, &c. **In Witness, &c.**

The Master to permit him to go to the Academy, at the Father's Charge.

Agreement to teach a Girl the Trade of a Millener or Seamstress within — Months in Consideration whereof a Friend of the Girl is to pay several Sums at several Times; the Girl to have the Benefit of her Work; wherein is also Agreement in Case of Sicknefs, Death, and serving as Journey-woman.

Agreed, &c. Between *M.W.* of, &c. Millener or Seamstress, of the one Part, and *J.B.* &c. for and on the Behalf of *E.W.* Daughter of *A.W.* deceased, and the said *E.W.* of the other Part, as followeth, (that is to say)

Covenant to teach the Girl within — Months,

and find her Meat, &c. Covenant to pay the Mistress several Sums at several Times; and to serve the Time; and that the Girl shall have the Benefit of her Work. Agreement that if the Girl falls sick, her Mistress is not to find Physick, &c. nor if she dies, pay funeral Expenses; and if any of the Consideration Money be unpaid at her Death, which is payable, the same to be paid, &c. Agreement to be a Journey-woman after the Term.

THE said *M.W.* as well in Consideration of the Sum of — *l.* to be paid as hereunder is mentioned, as for the other Considerations hereunder mentioned, doth hereby covenant and agree to and with the said *J.B.* his Executors, Administrators and Assigns, That she the said *M.W.* shall and will, within the Time and Space of — Months from the Date hereof to be accounted, if she the said *M.W.* shall so long live, teach and instruct, or cause the said *E.W.* to be taught and instructed, by the best Means she can, in her Trade of making all Sorts of Plain Works, Hoods, Scarfs, Gowns and Petticoats, and all other Things belonging to the Trade which she now useth; and will also find and provide unto and for the said *E.W.* all her Diet, Washing and Lodging, during the said — Months. **In Consideration** whereof, the said *J.B.* doth agree to pay the said *M.W.* the Sum of — *l.* at sealing hereof, and the further Sum of — *l.* as followeth, viz. — *l.* thereof on — now next, — *l.* more on — then next following, and the remaining — *l.* on — then next following: **And** the said *J.B.* doth likewise covenant and agree to and with the said *M.W.* That she the said *E.W.* shall dwell with and serve the said *M.W.* in her said Trade during the said — Months; which the said *E.W.* doth hereby consent and agree to do accordingly, (testified by her being a Party to, and signing and sealing hereof;) and that she the said *M.W.* shall have the Benefit of her said Work during the said Time. **And it is hereby further declared** and agreed between the said *J.B.* and *M.W.* for themselves, their Executors and Administrators, that in Case the said *E.W.* shall happen to fall sick at any Time during the said — Months, yet the said *M.W.* is to be at no Charge of Physick, Medicines, or other extraordinary Charge whatsoever; and if the said *E.W.* dies within the said Time, the said *M.W.* is not to bear her Charge of the Funeral, or any Part thereof; And in such Case of her Death within the said Time, and the said Sum of — *l.* or any Part thereof, shall remain unpaid, yet the same is nevertheless to be paid to the said *M.W.* her Executors or Assigns, in Manner as aforesaid; But if the said *M.W.* shall die at any Time before the said — *l.* shall become payable as aforesaid, in such Case, a proportionable Part of the Monies which would be payable the following Quarter-Day, shall be paid to her Executors or Administrators; any Thing aforesaid, &c. **And lastly,** it is agreed between the said Parties, and the said *M.W.* doth hereby covenant and agree to and with the said *J.B.* That if the said *E.W.* shall be in Health at the Expiration of the said — Months, she the said *M.W.* will imploy the said *E.W.* in her said Trade as a Journey-woman for — Months longer, and find and provide her with Diet and Lodging, and pay her — *l.* by equal Quarterly Payments. **In Witness, &c.**

Another to a Master and Mistress, she being a Millener or Seamstress.

THIS Indenture, &c. witnesseth that *A.* Daughter of, &c. doth put, &c. to *B.* of, &c. and *C.* his Wife, to learn the Art of a Seamstress, and of making all Sorts of Plain Work, and the Art and Trade of selling of Linen, and of a Millener, which the said *C.* his Wife now useth, &c. (as in common Indentures.) **And** the said Master and Mistress do agree, that the said Mistress shall and will teach, &c.

An Indenture for an Apprentice to learn the Art of Blowing and Finishing Glass, wherein the Master agrees to pay the Apprentice a certain Sum per Week, to find himself all Necessaries.

— To serve after the Manner of an Apprentice unto C. of, &c. at or near, &c. or elsewhere, in or about the City of L. from, &c. unto, &c. **During**, &c. And the said Master doth hereby agree, that he shall and will cause his said Apprentice to be instructed in the Art of Blowing and Finishing of Crown Glass and Normandy Glass, and of making Looking-Glass Plates, if he the said C. have or keep Works for making such Plates, in or about the said City of L. during the said Term; **And** shall and will also truly pay, or cause to be paid unto his said Apprentice the Sum of, &c. per Week, to find and provide himself with Diet, Lodging and Apparel during the said Term, &c.

An Indenture of Apprenticeship to a Mariner, the Apprentice to go in such Ships as the Master shall appoint.

THIS Indenture witnesseth, That A. Son of B. of, &c. doth bind himself Apprentice unto C. of, &c. after the Manner of an Apprentice to serve him the said C. and such other Person or Persons in the Navigation of any Ship or Vessel, as the said C. shall order and appoint, for the Term of — Years from, &c. to be accounted and fully to be complete and ended; **During** which said Term the said Apprentice shall and will faithfully serve the said C. and do and perform all such Service and Business, as well at Sea on board any Ships or Vessels which shall belong, or be employed in the Service of the said C. and with and under such Person or Persons as he shall from Time to Time order and appoint, or otherwise, as the Occasions of the said C. shall require; and shall and will obey all lawful Commands of his said Master, and such other Person or Persons with whom he shall from Time to Time order and appoint him to serve; **And** go in any such Ship or Vessel, and diligently and carefully demean and behave himself towards him and them: He shall not do, or willingly suffer to be done by others, any Hurt, Prejudice or Damage to the Goods, Merchandizes, or other Affairs of his said Master, or any other with whom he shall be appointed to serve as aforesaid, but the same, to the utmost of his Power, shall hinder, or him and them thereof forthwith warn; He shall not absent himself from the said Service by Day or Night unlawfully, but in all Things as a good and faithful Apprentice he shall bear and behave himself towards his said Master, and such Person and Persons with whom he shall order him from Time to Time to serve as aforesaid, during the said Term: **And** the said Master his said Apprentice shall and will cause to be taught and instructed in the Art or Business of a Sailor, so far as shall be necessary as to the Voyages wherein he shall be employed; **And** shall and will find and provide unto and for his said Apprentice meet and sufficient Meat, Drink, &c. **In Witness**, &c.

An Agreement between a Merchant and his Apprentice's Father. The Father covenants for his Son's Fidelity, &c.

Articles of Agreement, &c. Between J. F. and R. C. and D. C.

WHEREAS the said J. F. the Day of the Date hereof, in Consideration of the Affection which he beareth to the said R. C. is contented and agreed to take the said R. C. to be his Servant or Apprentice in Merchandizing Affairs, and accordingly to employ him therein, as well in Parts beyond Seas as in the Kingdom of Great Britain, where the said J. F. shall or may hereafter, or now hath Trading and Dealings, for the Space of seven Years, to commence from the Day of the Date of these Presents: **And hereupon** the said C. D. Father of the said R. C. doth covenant and grant for himself, his Executors, Administrators and Assigns, to and with the said J. F. his Executors, Administrators and Assigns, that the said R. C. his Son shall and will, during the said Term (if he so long live) well, diligently and faithfully, to the utmost of his Power and Skill, serve him the said J. F. in his Trade of Merchandizing, and other his Affairs, in such Place and Places as the said J. F. shall think fit to appoint; and that the said R. C. at all Times hereafter, during the said Term, shall receive and take into his Charge and Custody all such Goods and Merchandizes whatsoever, as by or for the Use or Account of the said J. F. shall be consigned or sent to him the said R. C. and also sell, utter and dispose of the same Goods and Merchandize to the best Profit he can for the said J. F.

J. F. his Executors, Administrators or Assigns; and shall also at all Times during the said Term follow and perform the Advice, Direction and Orders of him the said *J. F.* which shall by Letters or otherwise be sent, given or made known to him the said *R. C.* about or concerning the Factory or Merchandize aforesaid; and also that he the said *R. C.* shall at the Charge of the said *J. F.* his, &c. provide and keep in due Order Books of Account concerning the said Employments as aforesaid, according to the Custom of Merchants in such Cases, and shall deal justly, truly and faithfully to and with the said *J. F.* his, &c. in all and every of his Accounts, Reckonings, Bargains and Dealings, relating to and concerning his said Employment, and shall constantly once in six Months, during the Term aforesaid, transmit and send unto the said *J. F.* his, &c. true Accounts of all the Business and Dealings of the said *R. C.* in the Premises, and shall also send Letters of Advice to the said *J. F.* his, &c. as often as he conveniently can, of such Matters and Occurrences wherewith it shall be proper and expedient, that the said *J. F.* his, &c. be acquainted; and shall also return and come into *England*, and bring all his Books of Accounts with him, whenever he shall be required so to do by the said *J. F.* his, &c. And that the said *R. C.* shall from Time to Time, upon reasonable Request made, shew forth all his Books of Accounts concerning all his Dealings aforesaid, and make and give unto the said *J. F.* his, &c. a just, true and perfect Account in Writing of, for and concerning all and every such Goods, Wares, Money, Debts and Merchandizes whatsoever, as well of the said *J. F.* as jointly with any other, which shall hereafter come to the Hands and Charge or Factory of him the said *R. C.* or for which he the said *R. C.* should or ought to be accountable unto the said *J. F.* his Executors, Administrators or Assigns: **And** moreover, That he the said *R. C.* shall within one Month next after such Account made and given in, well and truly satisfy, pay and deliver to the said *J. F.* his Executors, Administrators or Assigns, all and every such Wares, Money, Goods, Debts and Merchandizes, and other Things whatsoever, as by or upon the Foot of the said Account shall appear to be, and be found due to him the said *J. F.* his Executors, Administrators or Assigns, by or from the said *R. C.* (*You may add concerning his Maintenance, Clothes, &c.*)

An Indenture of Apprenticeship to two Merchants, Partners, to go beyond Sea, to live with their Factor there.

THIS Indenture witnesseth, That *A.* Son of *B. A.* late of, &c. deceased, doth bind himself Apprentice unto *C.* of, &c. Merchant, after the Manner of an Apprentice, to serve him the said *C.* for the Term of — Years from the Date hereof to be accounted; *in the Business in Partnership between him and D. of, &c. in their Factory at Maryland or Virginia, beyond the Seas;* and to do and perform all such Service and Business in their said Factories, as *E.* their Factor shall require and appoint him to do about their Affairs and Business; and in case of the Death of the said *E.* in such other Factory as they shall order and appoint him to, unless they the said *C.* and *D.* shall at such Time think him fit to undertake Consignments from them immediately or directly, and shall require him to manage and give Account of the same; during which Term the said Apprentice or Servant shall and will faithfully serve, and be just and true to his said Master and Partner in all Things whatsoever, concerning their Estates, Goods, Effects and Affairs; and keep his and their Secrets, and obey all lawful Commands of his said Master, and demean himself diligently, carefully and with a peaceable Behaviour towards the Factors or Agents of the said *C.* and *D.* in observing and performing Orders and Instructions relating to their Affairs and Business to the utmost of his Power, for their most Profit and Advantage; he shall not do, or willingly suffer to be done by others, any Hurt, Prejudice or Damage to his said Master, or to the Goods, Estate and Affairs of him and his said Partner or otherwise, but the same to his Power shall hinder, or his said Master and Partner, or their Factors, thereof shall forthwith warn; and shall and will likewise discover and make known to his said Master and Partner any Designs which shall come to his Knowledge, tending to their Damage or Disadvantage; he shall not absent himself from his said Service Day or Night unlawfully, but in all Things, &c. **And** the said Master, &c. shall and will cause him to be taught and instructed in the Business of a Merchant which he now uses in *Maryland;* **And** shall and will find, &c.

Agreement that an Apprentice shall be at his Liberty to leave his Master at the End of five Years, and the Master to make him Free notwithstanding his Indentures of Apprenticeship for seven Years.

Articles of Agreement indented, &c. Between J. H. of the one Part, and J. S. of the other Part, as followeth, that is to say,

Whereas T. N. Son of D. N. late of, &c. by Indentures of Apprenticeship, bearing Date the, &c. hath bound himself Apprentice unto the said J. S. for seven Years from the Date thereof, as thereby may appear: **Now these Presents witness,** That the said J. S. for himself, his Executors, Administrators and Assigns, in Pursuance of an Agreement between him and the said J. H. before Sealing the said Indentures, doth covenant, promise and agree, to and with the said J. H. his Executors and Administrators, that the said J. S. his Executors and Administrators, shall and will permit and suffer the said T. N. the Apprentice, if he thinks fit, and requires it, at the Expiration of the first five Years of the said Term of his Apprenticeship, freely to depart from, and leave the Service of him the said J. S. his Executors and Administrators, and use and employ the remaining two Years thereof to his own Benefit and Advantage, where, and as he shall think fit, without any Let, Hindrance or Molestation of or by the said J. S. his Executors or Administrators; the said Indentures, or any Thing therein contained to the contrary notwithstanding: **And** that the said J. S. his Executors and Administrators will notwithstanding, at the Expiration of the said seven Years, cause, or procure the said T. N. to be made a Freeman of the City of L. and Company of C. as if he had actually served the full Term of seven Years: **And** the said J. H. pursuant to his Agreement with the said J. S. before Sealing the said Indentures, doth for himself, his Executors and Administrators, covenant and agree, to and with the said J. S. his Executors and Administrators, that if he the said T. N. shall leave the Service of the said J. S. at the End of the said five Years, that then, and in Consideration thereof, and of the said remaining two Years Service, he will pay, or cause to be paid to the said J. S. his Executors, Administrators or Assigns, the Sum of — l. of lawful, &c. immediately on such the said T. N.'s leaving the Service of the said J. S. as aforesaid. **In Witness,** &c.

Recital of Indentures of Apprenticeship.

Covenant that the Master shall permit the Apprentice to leave him at the End of five Years, and to make the Apprentice free;

And that if the Apprentice leaves him then he shall pay his Master a Sum of Money.

Agreement that if an Apprentice has not his Health, he shall be at Liberty to come away from his Master, and the Indentures to be cancelled.

Whereas R. D. Son of R. D. of, &c. by his Indentures of Apprenticeship, &c. **And whereas** the said R. D. the Father, hath on the Day of the Date hereof, paid unto the said T. S. the Sum of — l. in Consideration of his taking his Son to be his Apprentice for the Residue of the said Term of his Apprenticeship: **Now it is hereby declared** and agreed by and between the said T. S. and R. D. the Father, and the said T. S. doth hereby covenant and agree for himself, his Executors, Administrators and Assigns, to and with the said R. D. senior, his Executors or Administrators, that in case the said R. D. the Apprentice, shall not have his Health during the first two Years of his said intended Service with the said T. S. for the remaining Time of his said Apprenticeship, the said R. D. the Father, his Executors or Administrators shall request the said T. S. to suffer his said Son to depart from, and leave his said Service, and to discharge him therefrom: In such Case, and at such his, or their Request, the said T. S. his Executors, Administrators or Assigns, will accordingly permit and suffer the said R. D. the Apprentice, to depart from, and leave his said Service; and will also discharge him therefrom, and from the said Indentures of Apprenticeship, and deliver up that Part which is under the Hand and Seal of the said R. D. the Son, to be cancelled; he at the same Time delivering up to the said T. S. that Part of the said Indentures, which is under the Hand and Seal of the said T. T. to be likewise cancelled; and the said R. D. the Father, and R. D. the Son then discharging, and he the said R. D. the Father then indemnifying and saving harmless the said T. S. his Executors, Administrators and Assigns, from the Covenants and Agreements in the said Indentures contained, on the Master's Part to be performed, and from all Actions, Suits, Costs, Charges and Payments for, or concerning the same in such Manner as the Counsel of the said T. S. shall reasonably advise or require: **And** in such case it is also agreed, That the said T. S. shall be allowed out of the said — l. to be paid by the said R. D. the Father, as aforesaid, after the Rate of — l. per Ann. for all, or such Part of the said two first Years, which he shall tarry with the said T. S. and

and until such his Discharge from his said Service, for or by Reason of such his want of Health, as aforesaid. *In Witness, &c.*

Agreement between a Father and Master, to find an Apprentice Clothes, and to return Part of the Money, if he dies in a certain Time.

Agreed, &c. Between B. K. of the one Part, and T. G. of the other Part, viz.

Whereas, &c. (*Recite as in the last*) **Now**, &c. The said T. G. for himself, &c. doth covenant, &c. that he the said T. G. his Executors and Administrators shall and will, during the said Term of seven Years, at his own Charge, find, provide and allow unto and for the said F. K. Shoes, Stockings, and Frocks: **And further**, that if the said F. K. shall happen to depart this Life at any Time within, or before the Expiration of one Year and a Day, to be accounted from the Date hereof, he the said T. G. his Executors or Administrators, shall and will return and repay unto the said B. K. his Executors or Administrators — *l.* of the said — *l.* paid by him the said B. K. as aforesaid: **And** the said B. K. doth hereby, for himself, his Executors and Administrators, covenant and agree to and with the said T. G. his Executors and Administrators, that he the said B. K. his Executors and Administrators shall and will at his and their own Charge find and provide unto and for the said F. K. his Son, during the said Term of his Apprenticeship, all his Wearing Apparel, both Linen and Woolen, except Shoes, Stockings and Frocks (which the said T. G. is to provide him with as aforesaid) and thereof and therefrom shall and will acquit, discharge, indemnify and save harmless the said T. G. his Executors and Administrators; the said Indentures of Apprenticeship, or any Law or Custom to the contrary notwithstanding. *In Witness, &c.*

Agreement between the Father of an Apprentice and the Master (a Merchant) that after five Years is expired the Apprentice shall go abroad as Factor, and have a Share of Profits, during the Residue of his Apprenticeship.

Articles of Agreement indented, &c. Between R. K. of, &c. of the one Part, and E. P. of the other Part, as followeth, that is to say,

Recital of Indentures of Apprenticeship.

Money paid.

Covenant that after five Years the Master will send the Apprentice abroad as Factor, &c.

And that he shall have a Moiety of Profits.

Whereas the said R. K. hath taken W. P. Son of the said E. P. to be his Apprentice in his Trade and Business of a Merchant, for seven Years, commencing from the — as by his Indentures of Apprenticeship, bearing Date, &c. Relation, &c. **And whereas**, in Consideration of the said R. K.'s taking the said W. P. to be his Apprentice, and of the several Agreements, Matters and Things by and on the Part of the said R. K. to be done and performed as herein after is expressed, the said E. P. hath, at or before Sealing hereof, paid unto the said R. K. the Sum of — *l.* the Receipt, &c. **Now therefore these Presents witness**, That it is agreed by and between the said Parties to these Presents, and the said R. K. for himself, his Executors and Administrators, in Consideration of the said Sum of — *l.* so to him paid as aforesaid, doth covenant, promise and agree to and with the said E. P. his Executors, Administrators and Assigns by these Presents, as followeth; (that is to say) That immediately after the Expiration of five Years of the said Term of the said W. P.'s Apprenticeship, or some Time sooner, if an Opportunity offers of placing him advantageously, he the said R. K. will, with the Consent and Liking, and at the Charge of the said W. P. send him abroad as a Factor or Merchant, to some Place beyond the Seas, where the said R. K. trades or corresponds; and that he shall be and go recommended by the said R. K. to the Person who shall then be his Factor or Correspondent (if he shall then have any such) at the Place to which he shall be so sent, with whom the said W. P. is to continue for the Space of one Year, from his Arrival there, in Order to learn the Language of the Place, and to qualify himself for Business; and that during the said one Year he shall be provided with necessary Lodging and Diet, at the Charge of the said R. K. and that he the said W. P. shall immediately after the Expiration of the said one Year, be received, joined and taken in Partnership with such Person to whom he shall be so sent, and go recommended as aforesaid: **And** that as well during the then Residue of the said Term of his Apprenticeship, as after the Expiration thereof, he shall have, receive and enjoy one full Moiety, or Half Part of the Profits and Advantages of Factorage and Commissions, arising by the Trade and Business of the said R. K. or any of his Friends that he can recommend at such Place whither he shall be so sent, according to the Custom of the said Place, during the Time as the said Person with whom he shall be so joined in Partnership, and the said W. P. shall both continue in the said Place:

Place: **And** in case such his Partner shall leave the Place, or that the said *R. K.* shall have no Factor at the said Place at the Time of the said *W. P.*'s Arrival there, that then after the Expiration of the said one Year from the Arrival of the said *W. P.* at the Place to which he shall be so sent as aforesaid, as well during the then Residue of the said Term of his Apprenticeship, as after the Expiration thereof, for so long as he shall continue at the Place, and behave himself at he ought to do, and no other Person shall be joined with him therein by the said *R. K.* (which he reserves a Liberty to do, if he shall think fit,) he the said *W. P.* shall have and enjoy the whole Profits and Advantage of Factorage or Commissions arising by the Trade and Business of the said *R. K.* and any of his Friends that he can recommend at such Place whither he shall be so sent, according to the Custom of the said Place: **Provided** nevertheless, and it is declared and agreed by and between the said Parties, that the said *R. K.* shall at any Time or Times have a Liberty to join any other Person in Partnership with the said *W. P.* at the Place to which he shall be so sent as aforesaid, in and for the one Moiety of the Profits of the said Factorage or Commissions arising there by the Trade and Business of the said *R. K.* or any of his Friends that he can recommend as aforesaid, as he shall think fit during the said *W. P.*'s Stay at the said Place. **And it is hereby agreed** by and between the said Parties, that from the Expiration of the said one Year after the Arrival of the said *W. P.* at the Place to which he shall be so sent as aforesaid, he is to maintain himself with his Diet and Lodging at his own Charge: **And further**, that he the said *R. K.* will at his own Charge, at any Time after the Expiration of the said Term of seven Years, upon the Request of the said *W. P.* make or cause the said *W. P.* to be made Free of the *Levant*, *Muscovia* and *Eastland* Companies: **And** the said *E. P.* for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said *R. K.* his Executors, Administrators and Assigns, that he the said *E. P.* his Executors and Administrators, will at his own Charge pay and discharge the Duty or Sum of Money charged, payable and to be paid by Virtue of a late Act of Parliament for laying Rates upon Monies given with Clerks and Apprentices, for, and in Respect of the said Sum of ——— so paid to the said *R. K.* as aforesaid, and shall and will likewise, during the said Term of seven Years, find and provide unto and for the said *W. P.* all his Wearing Apparel whatsoever, and will indemnify the said *R. K.* his Executors and Administrators therefrom, and from every of them. **And lastly**, it is declared and agreed by and between the said Parties to these Presents, and the said *R. K.* doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said *E. P.* his Executors and Administrators, that in case the said *R. K.* shall happen to depart this Life before the said *W. P.* shall be sent abroad, as aforesaid, and be actually settled in the Business of the said *R. K.* either in Partnership, or by himself, so as to receive or be intitled to the Profits thereof, or Part thereof, in such Manner as before is mentioned, that then and in such Case the Executors or Administrators of the said *R. K.* shall and will return and repay unto the said *E. P.* his Executors, Administrators or Assigns ——— of the said ——— so paid to the said *R. K.* as aforesaid, within six Months after such his Decease; but in case of the Decease of the said *W. P.* at any Time during the said Term of his Apprenticeship, the said *R. K.* his Executors or Administrators is and are not to return and pay back the said ——— or any Part thereof in any wise; any Law or Custom to the contrary notwithstanding. **In Witness, &c.**

Master may join a Partner with him.

Diet.

Freedom of Companies.

Father of Apprentice to pay Duty on Apprenticeship, and find his Son Clothes.

What Consideration Money to be repaid in case of Death.

Agreement that an Apprentice shall have Liberty to occupy a Stock of his own, for the Residue of his Term as a Recompence for his good Services.

THIS Indenture made, &c. **Between** *R. J.* on the one Part, and *M. A.* of *L.* Merchant, now Apprentice of the said *R.* on the other Part, **Witnesseth**, That the said *R.* for the Diligence, Faith and true Service, which the said *M.* indenteth to do to his said Master, during the full Time of his Apprenticeship, now for the Time to come, hath and by these Presents giveth free Licence and Liberty unto the said *M.* that the said *M.* and his Assigns at all Times, during the Time of his Apprencehood (Apprenticeship) at his free Will and Pleasure, as well on this Side of the Sea as in the Parts beyond the Sea, shall occupy Merchandize, and employ a Stock or Sum of 300*l.* with all the Increase, Gains or Advantage that shall fortune to grow, come, rise and increase, by Reason of the Use, Profit and Advantage of the said *M.* **And** the said *M.* covenanteth, &c. that the said *M.* during the Term of his Apprenticeship (Apprenticeship) shall not procure, make, assign nor constitute any Person or Persons to be his Factor, Attorney or Assigns on this Side of the Sea or in the Parts beyond the Seas, but only such a Person or Persons, being Apprentice of the said *R.* as his Master shall name and assign for the said Stock: **And** the said *M.* covenanteth, &c. that he the said *M.* or his Assigns, during the said Term of his Apprenticeship (Apprenticeship) shall not

Consideration.

Liberty for the Apprentice to occupy Merchandize, and employ a Stock or Sum of 300*l.*

not bestow, merchandize, barter nor return his said Stock or Sum of 300 *l.* nor Increase of the same, nor any Part or Parcel thereof, in nor for any other Wares and Merchandizes, but only in and for such Wares and Merchandize as hereafter shall be rehearsed (mentioned), that is to say, First in Pepper, Fustians, &c. **Provided always**, and it is further agreed between the said Parties by these Presents, that at such Time, and when he the same *M.* or his Assigns do not bestow, employ, barter, nor return his said Stock of, &c. with the Increase and Gains thereof, in such Wares as is above expressed; that then it shall be lawful unto the said *M.* and his Assigns, from Time to Time to deliver the said Stock, &c. and the Increase and Gains thereof in Exchange to any Person or Persons, without any Let or Contradiction to the said *R.* his Master or Assigns: **Moreover** the said *M.* covenanteth, &c. that the said *M.* at no Time during the Time of his Apprenticeship (Apprenticeship) shall charge or bind the said *R.* his Master or his Assigns by any Obligation or other Surety to any Person or Persons for any Manner of Debts, Duties or Cause, but only such Debts or Duties as do concern only the Business of the said *R.* and that the same *M.* during the said full Term of his Apprenticeship (Apprenticeship) now for to come, shall truly serve the said *R.* his Master in all his Commandments, to be faithful and honest, as well on this Side of the Sea as in the Parts beyond the Sea, without Fraud or Delay; **And also** at no Time, during the said Term, shall use or play at any Game or Games, &c. privately nor openly with any Person or Persons for any Sum or Sums of Money; **And** that the same *M.* during his said Term shall not commonly nor continually use nor have the Company of any light or evil disposed Woman or Women of lewd Conversation, nor find nor expend upon her or them any Sum or Sums of Money in and for their Daily finding of Meat, Drink, Clothing, Bedding nor otherwise; and for the Performance of all and every the Covenants, &c. **In Witness, &c.**

Not to concern the said *R.* the Master by any Obligation, or any manner of Debts or Surety to any Person for any Debt, but only such as concerns the Master's own Business.

Agreement between a Mother and a Merchant, whereby in Consideration of a Sum paid, he agrees to take her Son as Servant for seven Years in a Factory, with proper Covenants to account, &c.

Articles, &c. Between E. M. of, &c. and R. A. of London, Merchant, &c.

Merchant to take Servant for seven Years.

The Mother covenants for her Son's faithful Service.

The Servant to take into his Care Goods, &c. and sell the same,

and follow Advice, &c.

Keep Books.

Transmit Accounts, and return from abroad, &c. on Request, with his Books, &c.

Whereas the said *E. M.* the Day of the Date hereof, hath freely given and delivered unto the said *R. A.* the Sum of, &c. to the Intent and Purpose, that he the said *R. A.* shall accept and take into his Service to be employed in Merchandising Affairs, *W. M.* Son of her the said *E. M.* **In Consideration** whereof, but more especially at her Request, and of the Affection that the said *R. A.* beareth to the said *W. M.* he the said *R. A.* is contented and agrees to accept and take the said *W. M.* to be his Servant in Merchandising Affairs and other Businesses, and accordingly to employ him therein, not only in *England*, but in the Parts beyond the Seas, where the said *R. A.* now tradeth, or hereafter shall trade, and that for the Term or Space of seven Years, to be accounted from, &c. next ensuing the Date of these Presents, &c. **And thereupon** the said *E. M.* for herself, her Executors and Administrators, doth covenant and grant, to and with the said *R. A.* his, &c. by these Presents, that the aforesaid *W. M.* her Son, shall during all the said Term (if he so long live,) well, diligently and faithfully, to the uttermost of his Power and Skill, serve him the said *R. A.* in the Trade of Merchandising, and other his Affairs at such Place or Places, either beyond the Seas, or on this Side, where the said *R. A.* shall design and appoint him, and without absenting himself out of his said Service or Employment, or neglecting the same; **And** that he the said *W. M.* at all Times hereafter during the said Term, shall from Time to Time not only receive and take into his Charge and Custody, all and every such Goods and Merchandises whatsoever, as by or for the Use or Account of the said *R. A.* shall be consigned or sent to him the said *W. M.* but also sell, utter and dispose of the same Goods and Merchandises to the most Profit he can for the said *R. A.* his, &c. and shall also from Time to Time, and at all Times during the said Term, follow and perform all and every such Advice, Directions, Orders and Commissions, as the said *R. A.* shall by Letter of Advice, or otherwise, give, send, or make known to him the said *W. M.* in, about or concerning the Factory or Merchandising aforesaid. **And also** that he the said *W. M.* shall at the Charges of the said *R. A.* his, &c. provide and keep in due orderly Manner, Books of Accompt touching this said Employment in Merchandising as aforesaid, according to the Custom of Merchants in such Cases used, and shall deal justly, truly, plainly and faithfully, to and with the said *R. A.* his, &c. in all and every his Accompts, Reckonings, Bargains, Buying, Selling, Doings and Dealings, in and about his said Employment in Merchandising as aforesaid, and shall from Time to Time once in every — Months, or oftener, transmit and send unto the said *R. A.* his, &c. true Accompts and Reckonings of all the Businesses and Dealings of the said

faid *W. M.* in the Premisses, and shall also send Letters of Advice of the faid *R. A.* so often as conveniently he may or can, of all Matters and Occurrences that shall necessarily arise concerning his Service or Employment, and shall also return and come to *England*, and bring all his Books of Accompts with him, whensoever he shall be thereunto advised and required by the faid *R. A.* his, &c. by Letters missive or otherwise; And that the faid *W. M.* shall from Time to Time, upon every reasonable Request, not only shew forth all his Books of Accompts concerning all his Doings and Dealings as aforesaid, and make and give and accompt, unto the faid *R. A.* his, &c. a just, true, plain and perfect Accompt and Reckoning in Writing, of, for and concerning all and every such Goods, Wares, Money, Debts and Merchandizes whatsoever, as well of the faid *R. A.* for his own proper Use or jointly with any others, which shall hereafter come to the Hands, Charge or Factory of him the faid *W. M.* or for which the faid *W. M.* may or ought to be accountable unto the faid *R. A.* his, &c. And moreover that he the faid *W. M.* shall within, &c. next after the making and giving up every such Accompt as aforesaid, well and truly satisfy, pay and deliver unto the faid *R. A.* his, &c. all and every such Goods, Wares, Monies, Debts, Merchandizes, Specialties, and other Things whatsoever, as by or upon the Foot of the same Accompt shall appear or be found to be done, coming and belonging to him the faid *R. A.* his, &c. by or from the faid *W. M.* in any Manner of wise. *Item*, the faid *E. M.* for herself, &c. doth covenant, promise and agree, to and with the faid *R. A.* his, &c. by these Presents, that she the faid *E. M.* her, &c. at her and their own proper Costs and Charges, shall and will find, provide, and allow unto and for her said Son, decent and fitting Linen, Woollen, and all other Apparel of all Sorts, fitting for him in his Service and Employment during the faid Term. *Item*, the faid *R. A.* doth covenant, &c. to find and provide unto the faid *W. M.* competent and fitting Meat, Drink, Washing and Lodging, and all other Necessaries, Apparel only excepted, during all the faid Term. *In Witness, &c.*

Agreement for Sailors to sail in a Ship, and not depart therefrom under Forfeiture of their Wages.

NOW all Men by these Presents, That we who have subscribed our Names, or made our Marks, and set our Seals hereunto, do severally, but not jointly, nor one for the other, declare and agree we have severally shipped ourselves on board the Ship *D.* Captain *N. T.* Commander, now in the River of —, and bound for —, and from thence to *V.* and back to *L.* at and for the several Wages mentioned herein, and inserted against our several Names here under subscribed; and we do severally, but not jointly, nor one for the other, agree, that such of us as shall depart from and leave the faid Ship during her faid intended Voyage, and shall not perform the same, (inevitable Accidents excepted,) our Executors, Administrators or Assigns, shall not, nor will be intitled to, nor will have or claim any Wages or Pay, that may arise or become due to such of us as shall so leave or depart from the faid Ship during her whole Voyage, under the Command of the faid Master or his Successors, or the Service of the Owner or Owners thereof, but that in such Case, the Wages of such of us as shall desert from or leave the faid Ship, shall be absolutely lost and forfeited by Virtue of these Presents. *In Witness, &c.*

An Agreement for a Pilot to guide a Ship.

Agreed the, &c. Between *B. C.* of, &c. of the one Part, and *S. G.* of, &c. Part-Owner of the good Ship or Vessel called the *H. Barthen* about — Tons, now at, &c. and bound out a Voyage to — and back to — of the other Part, as followeth; (that is to say,)

THE faid *B. C.* for the Considerations here under mentioned, doth covenant, promise and agree, to and with the faid *S. G.* his Executors, Administrators or Assigns by these Presents, that he the faid *B. C.* upon the first Notice or Request to him in that Behalf made or given by the faid *S. G.* after the Date hereof, shall and will go to *W.* and there go on board the faid Ship *H.* and shall and will continue and sail on board the faid Ship during the faid intended Voyage, and until her Return and Arrival at — as aforesaid; and that when the faid Ship shall be in Latitude of — Degrees northwards, he shall and will take upon him the Care of and will navigate the same as Pilot thereof directly to *A.* as aforesaid, and from thence back again in her homeward Voyage to the faid Latitude of — Degrees, according to the best and utmost of his Skill and Knowledge; And that he the faid *B. C.* is well skilled, and understands

the said Course of Navigation to and from *H.* as aforesaid; **In Consideration** whereof, and of the Service to be performed as aforesaid, the said *S. G.* for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree to and with the said *B. C.* his Executors, Administrators and Assigns, as followeth, (that is to say,) That he the said *G. H.* his Executors, Administrators or Assigns, shall and will truly pay, or cause to be paid unto the said *C. D.* his Executors or Assigns, at and after the Rate of — of lawful, &c. per Month, for every Month that the said Ship shall be out upon the said intended Voyage, and until her Arrival at *L.* as aforesaid, and proportionably for a lesser Time than a Month; the same to begin and commence from the Time of his Entrance on Board the said Ship as aforesaid; and that he the said *S. G.* shall and will bear and pay the said *B. C.*'s travelling Charges to *W.* and of the Carriage by Land of his Cloathes and Necessaries for the said Voyage. (*Mutual Penalties may be added.*) **In Witness,** &c.

Agreement between the Master of a Ship and a Chirurgeon for a Voyage.

Articles of Agreement indented, &c. **Between** *E. P.* &c. Master of the good Ship or Vessel called the *O.* of the one Part, and *E. W.* &c. Chirurgeon, of the other Part, as followeth, (that is to say,)

Covenant that the Master shall find the Surgeon with Lodging, &c.

Covenant that the Surgeon shall find the Ship's Company with Medicines, &c. and apply the same during the Voyage.

The Medicines to be taken out of the Chest belonging to the Ship. And that the Surgeon shall administer Physick for some Time after the Ship's Arrival.

THE said *E. P.* for the Considerations here under mentioned, doth covenant, promise and agree, to and with the said *E. W.* his Executors and Administrators, that the said *E. P.* shall and will, at the said Ship's Charge, find, provide and allow unto and for the said *E. W.* in the said Ship or Vessel, during her intended Voyage to *C.* in —, and thence to *J.* his Lodging in the Cabin belonging to the Chirurgeon, and likewise his Diet, and all other Accommodations fitting for his Passage in the said intended Voyage; **In Consideration** whereof the said *E. W.* doth hereby for himself, his Executors and Administrators, covenant, promise and agree, to and with the said *E. P.* his Executors and Administrators by these Presents, as followeth; that is to say, That he the said *E. W.* shall and will during the said intended Voyage, at his own Costs and Charges, find, provide and allow unto and for the said *E. P.* and all other the Ship's Company taken in at *E.* all such Medicines in Physick and Chirurgery, as shall be proper and needful during the said intended Voyage, and according to the best and utmost of his Skill and Knowledge, administer and apply the same. **And it is agreed** by and between the said Parties for themselves, their Heirs, Executors and Administrators, that what Passengers and Servants the said *E. P.* shall take in and ship at *J.* shall be supplied with Medicines out of the Chest of Medicines belonging to the said Ship or Vessel, but the said *E. W.* shall and will administer and apply the same as need shall require. **And further** that the said *E. W.* for the Considerations aforesaid, shall and will at his own like Costs and Charges, upon the said Ship's Arrival at *J.* during her Continuance there, find, provide and allow unto and for the said *E. P.* and the said Ship's Company shipt at *E.* as aforesaid, all such Medicines in Physick and Chirurgery as shall be proper and needful, and administer and apply the same, so as the same do not exceed — Weeks after her Arrival there; but it is agreed, that if the said Ship shall continue and abide at *J.* longer than the said — Weeks, in such Case the said *E. P.* and the Ship's Company, shipt at *E.* as aforesaid, are to be, and shall be furnished and supplied with Medicines out of the Chest of Medicines belonging to the said Ship or Vessel, and the said *E. W.* is only to administer and apply the same. (*Penalties may be added.*) **In Witness,** &c.

Agreement for F. G. to go to Virginia, and there to practice Physick and Surgery, and to pay G. S. one Half of his Gains, and G. S. to find Medicines, Instruments, Victuals, &c.

Articles of Agreement indented, &c. **Between** *G. S.* of the one Part, and *F. G.* of — of the other Part, as followeth; (that is to say)

Covenant that *F. G.* will go to *V.* and there practice Physick and Surgery,

THE said *F. G.* for the Considerations hereunder mentioned, doth covenant, promise and agree, to and with the said *G. S.* his Executors and Administrators, that he the said *F. G.* shall and will go in and with such good Ship or Vessel, as the said *G. S.* shall provide for *V.* and upon his Arrival there, shall and will abide and continue with the said *G. S.* at *V.* for the Term of — Years, to be accounted from his Arrival at *V.* aforesaid, and there will, at all Times during the said Term, diligently and to the utmost of his Skill and Ability, exercise and employ himself in the Practice of Physick and Chirurgery for the most Benefit and Advantage that

that he can; **And** that he the said *F. G.* shall and will from Time to Time upon Request of the said *G. S.* give a just and true Account in Writing of his said Practice, and of what Fees or Allowance in Money, or otherwise, he shall or ought to receive, or be allowed *bona fide* in or by his said Practice, or for doing or performing any Cure, or other Matter or Thing relating thereunto. **And likewise** that he the said *F. G.* shall and will pay unto, or permit the said *G. S.* to receive the full Moiety, or half Part of all Fees and Allowance which shall arise, become due, and be gotten by the said *F. G.* by, for or in Respect of his Practice as aforesaid, to his own Use. **And in Consideration** of the several Matters and Things to be performed by the said *F. G.* as aforesaid, the said *G. S.* doth hereby covenant and agree, to and with the said *F. G.* that he the said *G. S.* shall and will, at his own Cost and Charge, pay for the Passage of the said *F. G.* to *V.* and there at his own like Charge find and provide unto and for the said *F. G.* Medicines and Instruments, meet and sufficient for the Practice of Physick and Chirurgery, and likewise Meat and Drink, Washing and Lodging, and will also provide him a Horse to go to or visit his Patients, when Occasion shall require. **And lastly it is agreed,** That if either of the said Parties depart this Life before the Expiration of the said — Years, then this Agreement to be void. **In Witness,** &c.

and account for his Fees, &c. to *G. S.*
and pay *G. S.* one Half thereof.
Covenant that *G. S.* will pay *F. G.*'s Passage, and find Medicines, Instruments, Meat, Drink, Washing and Lodging, and a Horse to ride on.

Agreement between a Purser and his Servant and his Servant's Mother, wherein the Mother covenants, that her Son shall serve and account for what is committed to his Care, and the Purser covenants to find him Clothes and teach him Navigation.

This Indenture made, &c. Between *A. B.* of — and *C. B.* Son of the said *A. B.* of the one Part, and *R. G.* of, &c. bound out on a Voyage to *E.* as Purser on Board the Ship *S.* and *L. M.* Commander, of the other Part.

Whereas the said *R. G.* at the Request of the said *A. B.* and the said *C. B.* her Son, hath taken the said *C. B.* to be his Servant on Board the said Ship, during the said Voyage; **And therefore** for the Considerations here under mentioned, the said *A. B.* doth for herself, her Executors and Administrators, undertake for her said Son, and covenant, promise and agree, to and with the said *R. G.* his Executors, Administrators and Assigns, by these Presents, that the said *C. B.* shall on or before the, &c. now next, go on Board and sail, and go in and with the said Ship, and serve the said *R. G.* during the said intended Voyage to *E.* and until the End of — Days after the said Ship's Return to *L.* and during the said Time shall, according to the best of his Skill and Knowledge, do all such Service and Business for the said *R. G.* relating to his said Office or Employment of a Purser, as well on Board the said Ship as on Shore, as he the said *R. G.* shall from Time to Time order and require, and shall from Time to Time, when required, make and give a just and true Account in Writing, and discharge himself of, for and from, and likewise deliver to the said *R. G.* his Executors and Administrators, all Monies, Goods and other Things which he shall from Time to Time receive, or which shall be committed or come to his Care, Custody or Disposition, of or belonging to the said *R. G.* his Executors or Administrators, or wherewith he or they shall be charged or chargeable: **To all** which Matters and Things to be performed as aforesaid, the said *C. B.* doth hereby consent and agree to do accordingly, testified by his Signing and Sealing hereof. **And** the said *R. G.* for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said *A. B.* her Executors, Administrators and Assigns, before the Departure of the said Ship from *G.* at his own Charge to provide the said *C. B.* with convenient Apparel, and if required by the said *C. B.* to instruct him in the Art of Navigation in the best Manner that he can. **In Witness,** &c.

Covenant from the Mother, that the Son shall serve and account for what he shall receive, or come to his Care, &c.
The Son's Consent thereto.
Covenant for the Purser to find his Servant Apparel and instruct him in Navigation.

Between a Master and a Servant, wherein a third Person covenants for the faithful Service for a certain Number of Years; the Master to put away the Servant before the End of the Term, if he shall think fit.

THIS Indenture made, &c. Between *A.* of, &c. and *B.* Son of *C.* late of, &c. of the one Part, and *D.* of, &c. of the other Part. **Whereas** the said *D.* hath at the Request of the said *A.* taken the said *B.* to dwell with him and be his Servant for the Term of — Years, upon the Terms and Agreements following, and not otherwise: **Now therefore** these Presents witness, That the said *B.* is willing and contented to serve the said *D.* and the said *A.* for himself, his Executors and Administrators, doth undertake, covenant and agree, to and

Master takes Servant for Years.
A second Person covenants for the Servant's Fidelity, &c.

The Master
covenants
with the Ser-
vant's Friend
to find Vic-
tuals, &c.
The Master
may put away
the Servant
before the End
of the Term.

and with the said *D.* that for and during the Term of — Years, from, &c. to be accounted and fully to be compleat and ended, if the said *D.* his Executors and Administrators, shall think fit so long to keep and imploy him the said *B.* in his or their Service and Business, he the said *B.* shall continue with and faithfully serve the said *D.* his, &c. in all such Service whatsoever, as the said *D.* his Executors and Administrators, shall think fit to imploy him in, and to the utmost of his Power, Knowledge and Ability, shall do and perform all such Service and other Things whatsoever, as well relating to the Trade and Business of the said *D.* as otherwise, which the said *D.* his Executors and Administrators, shall from Time to Time order and direct, and shall keep the Secrets of the said *D.* his Executors and Administrators, and obey all his and their lawful Commands, and demean himself faithfully towards the said *D.* and all his during the said Term, and that he the said *B.* shall not waste, consume, imbecil or purloin any of the Goods or Estate of the said *D.* his Executors or Administrators, nor do or willingly suffer to be done by others, any Hurt or Damage to him or them, or his or their Goods, Estate, or otherwise, but the same to his Power shall hinder; And that he shall not absent himself from his said Service Day or Night unlawfully, but in all Things as a good and faithful Servant he shall bear and behave himself towards the said *D.* his Executors and Administrators, and all his, during the said Term. And the said *D.* for himself, &c. covenants with the said *A.* that he the said *D.* his, &c. shall and will, during the said Term, or for so long Time thereof as he or they shall think fit to continue the said *B.* in his or their Service, find and provide unto and for the said *B.* Meat and sufficient Diet, Lodging, Washing, and all other Necessaries during the said Term, wearing Apparel excepted. **And it is hereby declared and agreed** by and between all the said Parties to these Presents, to be their Intent and Meaning, and the true Meaning of these Presents, that he the said *D.* his Executors and Administrators, shall and may at any Time before the Expiration of the said — Years, if he or they shall think fit, put away and discharge the said *B.* from his or their said Service, and determine the same, without rendering or being obliged to render or give any Account thereof to any Person or Persons whatsoever, or to find or provide the said *B.* his Diet or any other Necessaries, after such his or their determining the Service of the said *B.* as aforesaid; any Thing herein to the contrary notwithstanding. **In Witness, &c.**

An Agreement between a Master and Servant about the Management of a Farm.

Articles, &c. Between *S. T.* of, &c. of the one Part, and *F. S.* of, &c. of the other Part, as followeth, viz.

Servant hired.

Imprimis, Whereas the said *S. T.* hath agreed with and hired the said *F. S.* to be his Servant or Agent for the well ordering, improving and managing for the best and most Profit and Advantage of the said *S. T.* in good Husband-like Manner as herein after is mentioned, of all that Farm, Messuage or Tenement, Barns, Stables, Out-houses, Land, Meadows and Pasture Ground, with the Appurtenances thereunto belonging, now in the Tenure or Occupation of the said *S. T.* situate, lying and being in, &c. and commonly called or known by the Name of, &c. for the Term of one Year from the Feast-Day of, &c. next coming after the Date hereof, and so from Year to Year afterwards, for and during the Term of two Years more, if he the said *S.* shall think fit to entertain the said *F.* in his said Service, and not otherwise, at and for the yearly Salary or Wages of 30 *l.* of, &c. *per Ann.* payable quarterly, as herein after is mentioned; **And also whereas** the said *S. T.* hath leased and to Farm letten unto the said *F. S.* the Stock of Cattle hereafter mentioned, to be fed and pastured upon the said Farm, as herein after is expressed, for one whole Year, to be accounted from the said Feast of, &c. and so from Year to Year afterwards, for and during the Term of two Years more, if the said *S.* shall please to let the same, and not otherwise, viz. 43 Cows, at and for the Rent of 57 *s.* *per Ann.* for each and several Cows, whereof 32 are to be delivered to the said *F.* at Michaelmas next, and 11 more, Residue of the said 43 Cows, between Michaelmas and Lady-Day next; and also 120 Ewes, at and for the Rent of 6 *s.* 8 *d.* for each several Score of the the Number of Ewes aforesaid *per Ann.* which several Rents for the Stock of Cattle aforesaid after the several Rates aforesaid, amounting together to the Sum of 156 *l.* 2 *s.* he the said *F. S.* hath agreed to pay on four Quarter-Days in the Year hereafter mentioned, that is to say, The Feasts of, &c. by even and equal Portions; and hath also granted unto the said *F. S.* free Liberty to keep in the said Yards of the said *F.* 20 Swine, well wrung and yoked, with a convenient Number of Poultry, allowing unto the said *S. T.* 12 good Capons every Year: **Now it is thereupon covenanted, granted, concluded and agreed, by and between the said Parties to these Presents, for themselves, their Executors, Administrators and Assigns, by these Presents, in Manner and Form following, that is to say, The said *F. S.* for himself, his, &c. doth co-**
venant,

Wages.
Lease of
Cattle.

Rent.

venant, &c. to and with the said S. T. his, &c. by, &c. that he the said F. S. shall and will
 at his and their own proper Costs and Charges, in a good Husband-like Manner, and at season-
 able Times in the Year, from Time to Time during so long as he shall continue in the said Ser-
 vice of the said S. well and sufficiently plough and keep in Tillage the Number of 150 Acres,
 little more or less, Parcel of the Farm aforesaid, every Year yearly, and shall and will leave 50 Acres
 thereof, to be laid fallow every other Year, and plough the same 50 Acres four Times before it
 be sowed again, and shall sow the Remaining 100 Acres at seasonable Times in the Year with
 such Corn and Seed as the said S. T. his Executors or Assigns, shall from Time to Time direct
 and appoint; and the same so sown shall in good Husband-like Manner harrow, and in like
 Manner, if need be, roll the same in Season; **And** that he the said F. S. his Servants and As-
 signs, shall from Time to Time during the Term of three Years, or so long thereof as he shall
 remain in the said Service of the said S. T. at seasonable Times in the Year, in a good Husband-
 like Manner reap, cut down and shock all the Corn that shall stand, grow, or be in or upon the
 said Farm, or any Part thereof, and do all other Things that shall be convenient for making
 the same fit to be housed, and then shall fetch in and lay up the same in the Barn belonging to
 the Farm; **And also** well and sufficiently repair, maintain, keep and amend the Hedges, Fences
 and Inclosures of or belonging to the said Farm and Premises, in, by and with all needful and
 necessary Reparations and Amendments during the said Term; **And** shall and will ley all the
 Meadows of the said Farm from *Lady-Day* to *Midsummer*, or so much longer every Year during
 so long of the said Term of three Years as he shall continue in the said Service of the said S.
 his Executors or Assigns, as shall be convenient for Hay; **And** shall and will also at seasonable
 Times in the Year yearly during the said Term, in good and Husband-like Manner mow all
 the said Meadows, and in like Manner make up all the Hay, and fetch and carry it from the
 said Meadow to the Yard belonging to the said Farm, and there lay it up in a Stack or Stacks;
And shall and will lay all the Dung, Soil and compost, that shall be made in or about the
 Yards and Out-houses belonging to the said Farm, and such other Dung and Soil as the said
 S. T. shall buy and provide for that Purpose, to and upon such Part of the Lands and Grounds
 of the said Farm as the said S. T. shall from Time to Time direct and appoint; and at
 seasonable Times in the Year shall there spread the same, together with all the Mole-hills and
 Dung that shall be made by the Cattle upon the Pasture Grounds. **And furthermore** the said
 F. S. doth covenant and agree to and with the said S. T. his, &c. that for the better managing
 and performing of the Business aforesaid, he the said F. S. at his own proper Costs and Charges,
 shall hire, find and provide two able and sufficient Ploughmen, who shall be aiding and assist-
 ing to the said F. S. in Performance of all and every the Work and Business aforesaid, to carry
 out all such Corn and other Things as the said S. T. shall from Time to Time order and ap-
 point, either to the now Dwelling-house of the said S. T. in, &c. or to such other Place and
 Places as he shall also direct and appoint; and shall also go with the Team of the said S. T. to the
 Highways, from Time to Time as Occasion shall require, there to repair and amend the same,
 and do and perform all such Works and Business with the said Team as the said S. T. shall
 from Time to Time order, think fit and appoint. **And** the said F. S. for himself, his, &c.
 doth further covenant, &c. to and with the said S. T. his, &c. by these Presents, that the said
 F. S. his Executors or Assigns, shall and will yearly and every Year during the said Term, or
 so long thereof as it shall please the said S. T. to let to Farm to the said F. S. the Stock and Cat-
 tle aforesaid, well and truly pay or cause to be paid unto the said S. T. his, &c. the said yearly
 Rent or Sum of, &c. of, &c. on the four Quarterly Days of Payment thereof above mentioned,
 by even and equal Portions; **And also** shall and will, at his own proper Costs and Charges,
 bear and pay all the Tithes that shall grow due during the said Term for all the said Stock of
 Cattle, Cows and Ewes aforesaid; **And** shall not or will not at any Time or Times during the
 said Term feed, or cause or suffer to be fed, or put into or upon any of the said Lands or
 Grounds of the S. T. Part of the Farm aforesaid, any more or other Cattle than the said Stock
 aforesaid, or than such Cattle or Horses as shall please the said S. T. to let into the same; nor shall
 keep any more Swine upon the Farm aforesaid than the said 20 for his own Use, and three
 Hogs for the Use of the said S. T. all which Hogs and Swine he the said F. S. shall and will
 from Time to Time during the said Term keep well wrung and yoked; **And also**, if it shall
 happen that the said Stock of Cattle lessen as aforesaid, or the said Swine, or any of them at
 any Time during the said Term, to hurt, damage, waste or spoil any of the Meadows or Corn
 of the said S. T. that then and so often as the Case shall happen, he the said F. S. his Executors
 or Assigns, shall and will well and truly pay or cause to be paid unto the said S. T. his Execu-
 tors or Assigns, the full Value of lawful Money of, &c. of all such Corn and Grass so hurted,
 damaged, spoiled or wasted as aforesaid: **In Consideration** of all which Premises he the
 said S. T. for himself, his Executors, Administrators and Assigns, doth covenant, grant and
 agree, to and with the said F. S. his Executors and Assigns, by these Presents, in Manner and
 Form following, that is to say, That he the said S. T. his Executors or Assigns, shall and will
 well and truly pay or cause to be paid unto the said F. S. the said yearly Rent, Sum or Salary

The Servants
to plough,
&c.

Reaping, &c.

Fences.

Meadows.

Mowing, &c.

Dung, &c.

The Servant
to find
Ploughmen.
What to do.

Covenant to
pay Rent for
the Cattle.

Tithes.

Not to put
more Cattle
&c. than a-
greed for.

Damages by
Cattle.

Salary for
Servitude.

of 30 *l.* of, &c. during so long of the aforesaid Term of three Years as he the said *F.S.* shall continue in the said Service and Employment of the said *S.T.* on the said four Quarterly Days herein before particularly limited and mentioned for Payment of the aforesaid Rent of, &c. by even and equal Portions; **And also** that he the said *F.S.* shall or may, for and under the said yearly Rent of, &c. and observing, performing, fulfilling and keeping all and singular the Covenants, Grants, Articles and Agreements herein contained on his Part to be observed, performed, done, fulfilled and kept, according to the true Intent and Meaning of these Presents, have, hold and enjoy the Advantage arising by the said Stock of Cattle to his own proper Use for and during the Term of one Year, to be accounted from *Michaelmas* next as aforesaid, and so from Year to Year afterwards, for and during the Term of two Years more, if he the said *S.T.* shall not within three Months next before the End of the second Year, give or leave Notice or Warning at the Messuage belonging to the said Farm, that he is minded and determined otherwise to dispose of the same; **And** shall or may depasture the same Stock of Cattle, together with the Horses and other Cattle of the said *S.T.* in and upon the Pasture Ground belonging to his Farm aforesaid, in reasonable Times in the Year, and feed the Milch Cows and Sheep with Hay in the Winter, together with the Horses of the said *S.T.* and the dry Cows only with Straw, without any Let, Suit, Trouble, Molestation or Hindrance of or by the said *S.T.* his Executors, Administrators or Assigns, or any of them, or any other Person or Persons lawfully claiming or to claim from, by or under him, them, or any of them, or by his, their or any of their Means, Consent or Procurement. **Provided always**, and it is agreed by and between the said Parties to these Presents, That if any of the Cows, Part of the said Stock of Cattle letten as aforesaid, shall happen to calve twice in one Year during the Continuance of the said Stock in the Hands of the said *F.S.* then and in such Case the second Calf, as shall so happen to fall in one Year as aforesaid, shall or may be had, received and enjoyed by the said *S.T.* his Executors, Administrators or Assigns, together with the Milk of each Cow from such her second Calving until she grows dry again, without any Let, Suit, Denial, Molestation, Hindrance or Interruption of or by the said *F.S.* his, &c. **Provided also**, and it is hereby declared and agreed by and between the said Parties to these Presents, and the said *F.S.* for himself, his, &c. doth covenant, &c. to and with the said *S.T.* his, &c. by these Presents, that he the said *S.T.* shall, at any Time or Times during the said Term of the first two Years of the said three Years, take into his own Hands the said Stock of the Cattle so letten unto the said *F.S.* as aforesaid, or otherwise to dispose of the same, and of such his Mind and Determination shall give or leave Notice or Warning three Months before the End of either of the said two first Years at the Farm aforesaid, then he the said *F.S.* his Executors and Administrators, shall and will, at the End of the said three Months next after such Notice or Warning given or left as aforesaid, well and truly deliver or cause to be delivered unto the said *S.T.* his, &c. all and singular the Stock of Cattle aforesaid, 43 Cows, 120 Ewes, to be at his disposing, without any further Claim, Denial or Hindrance of or by him the said *F.S.* his, &c. or any of them. **In Witness, &c.**

Eleventhly, Agreements concerning the Building Houses, &c. and performing other Work.

An Agreement for building a House according to a Plan annexed, and with such Materials as shall be found the Builder by the Owner of the House.

BE it remembered, That on this — Day of — it is agreed between *A.B.* of — and *C.D.* of — in Manner and Form following, (to wit,) The said *C.D.* for the Considerations herein after mentioned, doth for himself, his Executors and Administrators, covenant, promise and agree, to and with the said *A.B.* his Executors, Administrators and Assigns, that he the said *C.D.* or his Assigns, shall and will within the Space of — next after the Date hereof, in good and Workman-like Manner, and according to the best of his Art and Skill, at — well and substantially erect, build, set up and finish one House or Messuage, according to the Draught or Scheme hereunto annexed, of the Dimensions following, *viz.* — and to compose the same with such Stone or Brick, Timber, and other Materials, as the said *A.B.* or his Assigns, shall find and provide for the same: **In Consideration** whereof the said *A.B.* doth for himself, his Executors and Administrators, covenant and promise to and with the said *C.D.* his Executors, Administrators and Assigns, well and truly to pay or cause to be paid unto the said *C.D.* his Executors, Administrators or Assigns, the Sum of — of lawful *British* Money, in Manner following, (to wit), — *l.* Part thereof at the Beginning of the said Work, — *l.* more, another Part thereof, when the said Work shall be half done, and the Remaining — *l.* in full for the said Work, when the

the same shall be compleatly finished; And also that he the said *A. B.* his Executors, Administrators or Assigns, shall and will, at his and their own proper Expence, find and provide all the Stone, Brick, Tile, Timber, and other Materials necessary for making and building of the said House. And for the Performance of all and every the Articles and Agreements above mentioned, the said *A. B.* and *C. D.* do hereby bind themselves, their Executors, Administrators and Assigns, each to the other, in the penal Sum of —. firmly by these Presents. **In Witness, &c.**

An Agreement for taking down an old House and building a new one, the Builder to find Materials.

Articles, &c. Between *J. F.* and *R. C.* viz.

In Witness, the said *R. C.* for himself, his, &c. doth covenant, &c. to and with the said *J. F.* his, &c. by, &c. in Manner and Form following, that is to say, That he the said *R. C.* his, &c. or some of them, for the Consideration hereafter mentioned, shall and will forthwith take down the now Dwelling-house of the said *J. F.* situate, &c. and in the Room thereof shall make, erect, build and set up one new Tenement or Dwelling-house, to be 40 Feet wide and 50 Feet long, together with a Cellar of the same Length and Breadth, and shall also make four Rooms on each Floor, and shall find and provide at his own proper Costs and Charges all and all Manner of Tiles, Bricks, Laths, Nails, Lead, Iron, Sand and Lime, and all other Materials whatsoever, which shall be fit and necessary to be used in or about the said Building, and shall carry away all Rubbish whatsoever which shall arise by Reason of the said Building; And shall and will in all Things well and workmanlike erect, set up and finish the said Building at or before the 10th Day of *March* next ensuing the Date hereof. **In Consideration** of which said Building, so to be done and finished in Manner and Form aforesaid, the said *J. H.* for himself, his, &c. doth covenant, &c. (to pay for the Building, as in others.) **In Witness, &c.**

An Agreement to pull down an old Farm-House and build a new one, and to build a Cellar, Pantry and Brewhouse, with Rooms over, pursuant to a Plan annexed, with good Descriptions as to every particular Part of the Buildings; the Money to be paid at different Times, as the Work is done, with a special Agreement to prevent further Charges; the Builder to have the old Materials, and use such as are found and good.

Articles of Agreement made, &c. Between *W. P. W.* of, &c. Esq; of the one Part, and *S. E.* of, &c. Carpenter, of the other Part, as followeth, that is to say,

In Witness, The said *S. E.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *W. P. W.* his Heirs, Executors, Administrators and Assigns as followeth, (that is to say,) That the said *S. E.* his Executors, Administrators, Workmen or Assigns, shall and will forthwith, for the Consideration herein after mentioned, at his, their, some or one of their proper Costs and Charges, pull down one old Farm-House at *N.* in the said County of *M.* now in the Tenure of *J. W.* Yeoman, Tenant to the said *W. P. W.* And also, That he the said *S. E.* his Executors or Administrators, shall and will, at his and their own Charges, well and effectually erect, build, compleat and finish, (on or near the Ground where the old Farm-House now stands or lately stood) one good and substantial new Farm-House, according to a Plan or Draught hereunto annexed, and with such Materials, Thickness of Walls and Scantlings of Timber, and with such Windows, Pavements and Conveniencies, and in such Manner and Form, as is herein after stipulated and expressed, (that is to say,) The first Story to be nine Feet high in the Clear, the second Story to be nine Feet high in the Clear, the Garrets to be six Feet six Inches high in the Clear; The Foundation of the House to be one Foot six Inches deep below the Sill of the Front Door, the said Foundation to be two Bricks thick to the Top of the Parlour Floor; the Foundation next the Wash-house and Cellar to be two Feet deeper, by Reason of sinking the said Cellar lower than the House; the Walls of the House to be one Brick and half thick from the Ground to the Plate of the Roof, or Top of the Garret Floor, the Gable Ends on each Side the Chimney to be one Brick thick in the Garret Floor; The Roof to be covered with plain Tyles

The Owner to find Materials.

Covenant to pull down an old House,

and build a new one, according to a Plan annexed.

Heights of the Stories.

Thickness of the Walls.

The Roof how covered. Kitchen and

Passage paved. Tyles laid on Hart-Laths of Oak; **The** Kitchen and Passage to be paved with good hard
 Parlour Floor. well burnt Stock Bricks; **The** Parlour to be boarded with yellow Deals free from Sap, and
 Wainscot. laid on good sound Ground Joysts of Oak; **To** wainscot the Parlour with square Deal Wainscot,
 Shutters. with Shutters to the Windows in the said Parlour and Kitchen; **To** make a Partition be-
 Partition. tween the Passage and Kitchen of whole Deal and slit Deal, with a framed Door to the said
 Lining. Partition; **To** line the Jambs of the Kitchen Chimney with whole Deal, with a Shelf and
 Kitchen, &c. a Pair of Spit-Racks over the said Chimney; **To** put up a Dresser with three Shelves in the
 Racks. said Kitchen; **To** make the outside Door-Cases of Oak Scantling seven Inches by five Inches,
 Dresser. with strong whole Deal Doors, glew'd, legg'd and batten'd; **To** put on a good Lock and
 Out Door. Key and two Iron Bolts to each outside Door; **All** the Window Frames to be made with Oak-
 Locks. fills, the rest of the said Frames of yellow Fir free from Sap, the Scantlings four Inches by
 Bolts. three Inches; **All** the Girders of the said Building to be twelve Inches by nine Inches; **All**
 Window Frames. the Joyfts to be seven Inches by three Inches; **The** Rafters of the Roof to be five Inches by
 Girders. three Inches; **All** the said Joyfts and Rafters to be laid not to exceed thirteen Inches asunder;
 Joyfts. **To** lay all the Floors in the Chambers and Garrets with yellow whole Deal free from Sap;
 Rafters. **To** make all the Steps of the Stairs of whole Deal free from Sap; **To** inclose all the Cham-
 Floors. bers with whole Deal and slit Deal Partitions, with framed Doors in the said Partitions, with
 Stairs. one Iron Latch to each inside Door of the House; **To** put a slit Deal Skirting round the
 Partitions of Rooms eight Inches wide, to preserve the Walls from breaking; **To** line the Jambs of the
 Chambers. Chimnies with slit Deal, with a Shelf over each Chimney; **To** lath and plaister all the Cielings
 Doors therein. and Garrets, and render all the Brick Walls, and whiten the same; **To** put in twelve Iron
 Skirting. Casements in the most convenient Places of the several Windows, with an Iron Stay to each
 Jambs of Casement; **To** glaze all the Windows with a good substantial Lead to the said Glafs; **To**
 Chimnies. put a handsome whole Deal Cornish and Fasia under the front Eaves of the House; **To** do
 Cielings. all the outside Painting three Times in Oil, and to do all the inside Painting, as Wainscot and
 Casements. Partitions and Chimney-Pieces, &c. once in Size and twice in Oil; **To** build a Cellar and
 Glazing. Pantry and Brewhouse, as the said Plan or Draught hereunto annexed directs, with three
 Eaves of the Rooms over the same; **The** Pavement of the Brewhouse and Cellar to lie two Feet six Inches
 House. below the Floor of the House; **The** Foundation of Brick-work to be carried up three Feet
 Painting. high, and one Brick and half thick; **The** upper Part of Timber, and paned with Brick,
 To build a the Timber for the said Brick Paning not to exceed two Feet asunder from each other, a Funnel
 Cellar, Pan- of Brick-work to be carried up, in order to hang a Copper under; **To** make three Rooms
 try and Brew- over the said Cellar and Brewhouse and Pantry, and board the said three Rooms with old
 house, Boards, if there shall be enough that are good and sound; if not, then to make good what
 according to shall be wanting with new Boards; **To** plaister all the Cielings and Walls of the said Rooms,
 a Plan. and to put up one whole Deal Dresser and six whole Deal Shelves in the Pantry; **To** make
 Pavement. the Roof of the said three Rooms of the same Scantlings as the Roof of the Dwelling House,
 Foundation. and to cover the same as the said House is to be covered; **To** do all Carpenters, Bricklayers,
 Upper Part. Plumbers, Glaziers, Plaisterers, Smiths and Painters Work, in good, substantial and work-
 Funnel. manlike Manner, according to the Plan or Draught hereunto annexed; **And also**, That he
 Rooms. the said S. E. his Executors or Administrators, shall and will well and effectually build, com-
 Dressers, &c. plete and finish the said Farm-House, and all other the Work hereby undertaken and agreed
 in the Pantry. to be built, finished and compleated, in Manner and Form, and according to the Method
 Roof. hereby, and by the said Plan or Draught hereunto annexed, prescribed, agreed and expressed,
 All to be on or before the — Day of — next ensuing the Day of the Date of these Presents:
 Workman- **In Consideration** whereof the said W. P. W. for himself, his Heirs, Executors and Admi-
 like, accord- nistrators, and every of them, doth covenant, promise and agree to and with the said S. E.
 ing to the his Executors, Administrators and Assigns, by these Presents, That he the said W. P. W. his
 Plan. Executors or Administrators, shall and will well and truly pay, or cause to be paid, unto the
 Time limited. said S. E. his Executors, Administrators or Assigns, the Sum of, &c. in Manner following,
 (that is to say,) The Sum of — l. Part thereof, at the laying on the Chamber Floors of the
 said House, the Sum of — l. other Part thereof, at the Tying in of the said Building, and
 the Sum of — l. other Part thereof, at the carrying up all the Stairs, and laying all the
 Floors and Pavements, and glazing and inclosing the said Building, and the Sum of — l. Re-
 sidue of the said Sum of — l. within 21 Days next after the said new Farm-House shall be
 compleated and finished; and all other the Work hereby undertaken and agreed to be per-
 formed, finished and compleated, shall be so performed, finished and compleated in Manner
 and Form, and according to the true Intent and Meaning of these Presents. **And lastly**, It
 is hereby farther agreed by and between the said Parties hereto, that it shall and may be law-
 ful to and for the said S. E. to have all the Materials, of what Sort or Kind soever they are,
 that are now, or lately were standing in the said old Farm-House, to be fully and wholly the
 Property of him the said S. E. and to have Liberty to make use of all such of the said old
 Materials as shall be found and good, and fitting to use again in the said now intended Building.

Covenant to
 pay for the
 Building as
 the Work
 goes on.

The Builder
 to have the
 o'd Materials,
 and use such
 as are found.

And

And to the Intent that the utmost of the Charge of the above mentioned Building may be fully known, and that the Expence may not exceed the Sum of — £. it is hereby agreed by both Parties, That no Verbal Orders or Agreements given or made by either Party, in any Case whatsoever, shall be any Ways binding to each other, (except such Particular shall be under the Hand and Seal of such of the said Parties as shall make any Alteration in the foregoing Articles.) And lastly, It is farther agreed between the said Parties, That if any Dispute shall arise relating to the Performance of the foregoing Articles, that the same shall forthwith be left to the Determination of two indifferent Persons, the one to be named by the said W. P. W. and the other by the said S. E. as Arbitrators, or to such Umpire as shall be chosen by the said Arbitrators, in Case of their Disagreement; and what Award or Umpirage shall be made and given up in Writing under their several Hands and Seals, if so required, shall be final, provided the same be so made within fourteen Days after the said Persons shall be so named and chosen as aforesaid. In Witness, &c.

That the utmost Charge may be known.
No verbal Orders shall be binding.
Disputes to be determined by Arbitration.

Another, with different Descriptions for the building a grander House in a Town.

Articles, &c. Between W. L. of, &c. of the one Part, and J. P. of, &c. Joyner, of the other Part, viz.

In witness, The said J. P. for and in Consideration of a competent Sum of Money herein after mentioned, doth for himself, his Executors, Administrators and Assigns, covenant, promise and agree, to and with the said W. L. his Executors, Administrators and Assigns, by these Presents, (that is to say,) That he the said J. P. his Executors, Administrators, Workmen, Servants or Assigns, or some or one of them, shall and will at his, their, or some or one of their own proper Costs and Charges, take down and demolish one certain Messuage or Tenement now in the Possession or Occupation of the said W. L. situate, &c. and in the Place and Stead thereof, at the like proper Costs and Charges of him the said J. P. his Executors, Administrators, Workmen, Servants or Assigns, finding all Stuffs, Materials, and Workmanship of and belonging to Bricklayer, Carpenter, Plaisterer, Smith, Glazier, Plumber, Joyner, Painter, Mason, Diggers and Clearers Work, with good Stuffs and Materials in good substantial and Workman-like Manner, build, erect, set up and finish one new Brick Messuage or Tenement, to contain in the fore Front thereof 26 Foot of Assise, or thereabouts, and in the back Front thereof — Foot of Assise, or thereabouts, and in Depth from Front to Rear 33 Foot of Assise, or thereabouts, little more or less; and also a Stack of Closets to adjoin to Part of the back Front of the said House, to be nine Foot in Length, and nine Foot in Breadth, in Manner and Form following, (that is to say,) Shall dig and make a Vault of Brick under that Part of the House intended for the Shop, and dig and make two Cellars under the two Parlours, and shall and will build the said House and Closets in Height and Number of Stories, Thickness of Walls and Scantlings of Timber following; (that is to say) The Cellars and Vaults to be five Foot and a Half clear in Height, the first Story above ground to be nine Foot and a Half clear, the second Story to be ten Foot clear, and the third or last Story to be seven Foot and a Half clear; the Front and rear Walls to be two Bricks and a Half in Thickness from the Foundations thereof to the Top of the first Story, and afterwards two Bricks in Thickness up to the Top of the third Floor, and then one Brick and a Half to the Plates of the Roof, the Flank Walls to be two Bricks in Thickness from the Foundations thereof to the Top of the first Floor, and afterwards one Brick and a Half in Thickness up to the Plates, and the Gable Ends to be one Brick in Thickness to the Top of the whole Building, and shall make a Brick Wall cross the End of the Vault and Cellar of one Brick and a Half in Thickness, and the Springing Wall for the Vault next the Passage, and the fore Cellar of one Brick and a Half in Thickness, and turn the Arch of the said Vault one Brick in Thickness, and shall pave the Vault and Cellars, and Passage between the fore Cellar and the Vault, with good, hard, well burnt Bricks, and shall build and place so many Chimnies within the said House, and Closets, as are set forth and described in the Draught or Design of the Building drawn and agreed upon, and hereunto annexed, and shall make streight Arches and Returns to all the Windows and Fanes of rubed and gaged Stock Bricks in the Front next the Green, and shall tyle the said House and Closets with good, sound, well burnt plain Tyles, and will lay the first Floor of the said House and Closets with good sound Oak Timber, the Girders to be twelve and eight Inches, Joysts six and three Inches, and not to lye above twelve Inches asunder; the second and third Floors to be of good sound yellow Fir Timber, the Girders to be ten and eight Inches, the Joysts to be eight and three Inches, and shall frame a good substantial double Roof to the said House, and a good hipt Roof to the Closets with good strong Cieling Floors to the same, the Rasters of the said Roofs to be of

Thickness of the House, Vault, Cellars, Storerooms, Walls.

Paving, Cellars, Chimneys, &c. Windows, Floors, Roof.

Cornice and Gutter.	yellow Fir, and to be five and three Inches, and not to lie above twelve Inches asunder, and to hip the Roof of the said House on both Sides, and make a middle Gutter in the Roof of the said House, and a handsome Mundillion, Cornice and Gutter in the Front, and shall
Sash-Frames.	make Sash-Frames for all the Windows in the House and Closets (except the Cellars, which are to be two light Windows and Curbs of Oak,) and shall make a strong handsome Street
Doors.	Door, to be glewed, battined and lined with a Light over the same, and shall make substantial
Floors.	Doors and Cases to the Cellars and Vault, and Shutters of whole Deal to the Cellar Windows, and shall board the Parlour and Drawing Room on the first Floor with good sound dry yellow
Stair-Cafe.	Deal, streight Joints and clean without Knot or Sap, and board the Shop and Passage with good sound yellow Deals, and shall make a handsome Stair-cafe from the first Floor to the
Partitions.	Top of the upper Floor with Rails and Ballisters to the same; the Steps of the said Stairs from the first Floor to the Top of the second Floor to be all of clean Deals without Knot or
Floors.	Sap, and shall make a good substantial Pair of Cellar Stairs from the first Floor down into the
Find Timber.	Cellars, and shall make and put up substantial Partitions of sound Fir-Timber from the first Floor to the Top of the House, to inclose and divide the several Rooms and Stair-cafe, and
Pallisadoes and Pales.	shall lay all the Rooms and Closet on the second Floor with good, sound, dry yellow Deals with streight Joints, and shall lay the third Floor with good yellow Deals and folded Joints,
Searce pool.	and shall find and provide all Luitelling and Bond-Timber fitting for the said Building, and
Drain.	all Mantle-Trees and Tassils, and shall make and put up Pallisado Pales or Rails of Fir be-
Dressers, &c. in the Kitchen.	fore the Front of the said House, every other one of the said Pales to be twisted, and to be
Door.	set on a Brickwall to be made by the said J. P. one Foot above the Ground, and make hand-
Stair-Cafe.	some Pallisado Pales to divide the House and Garden backwards, and shall dig and make a
Wainscot, &c.	Searce-pool of Brickwork in the Garden to be six Foot by five Foot, turned with an Arch, and
	make a Drain from the House to the said Searce-pool to convey the Water into the same, and
	shall put up convenient Shelves and Dressers in the Kitchen, and make a Sink of Board and
	Timber and line the same with Lead, and make framed Doors of Deal to the Closets on each
	Side the Kitchen Chimney, and make a good substantial back Door and Cafe next the Garden,
	and a handsome Shelf over the first Door, and cover the same with Lead; and shall and will
	wainscot the Stair-cafe with square Deal Wainscot Rail-high from the first Floor up to the
	Middle of the third Floor, and shall wainscot the Parlour with Deal Beadwork, with raised
	Pannels, Window-Shutters to fall into Boxes and not to hang into the Rooms, the Drawing
	Room to be wainscotted with square Deal-work and Shutters to fall into Boxes, and shall
	make handsome Framed Doors next the Entry answerable to the Wainscot of the Rooms, and
	make a handsome double Arch in the Passage, and shall make handsome Shutters of whole
	Deal for the Shop, Kitchen and Closet Windows, and shall wainscot all the four Rooms on
	the second Floor with square Deal-work, and make the Shutters to fall into Boxes as afore-
	said, and shall make Seats in the Windows to all the wainscotted Rooms in the House, the
	Stool-Boards to be of right Wainscot, and make and put up single Cornice with a Facia, and
	Skirting Board round the Rooms of the upper Story, and make Framed Doors and Win-
	dowshuts, and Seats in all the said Rooms and Closet on the said upper Floor; and make a
	Trap-Door with a Ladder to it from the upper Story into the Roof, and make and put up a
Windows.	Mantlepiece of Deal to each Chimney in the said upper Story, and make and put up Sash-
Cielings.	Windows with Weights, Lines and Pullies to all the Windows in the said House and Closets
	(except the Cellars,) and shall and will lath and plaister all the Cielings and Partitions, and
	render all the Walls in the said House and Closets where no Wainscot is to be, and shall
	find, provide and fix Iron Bars to the Cellar Windows, and one Casement to the fore Cellar;
	and shall find and provide Iron Bars, Fastnings and Hinges to all the Window-Shutters on the
	first and second Floors, and all Hinges for Doors, and shall put on two good substantial
	Locks and Bolts to the two outward Doors, and put on smooth bright filed Hinges to the
	two Parlour Doors, and shall and will glaze the Cellar Windows with good Quarry-Glass in
Glass, Gut-	Lead, and all the Sash-Windows with the best Crown-Glass, and shall and will make and lay
ters, Pipes,	all the Gutters of the said House with Lead of seven Pound to the Foot, and lay the Hips of
Painting, Pa-	the Roofs next the Front with Lead, and make convenient and substantial Pipes of Lead to
ving, Chim-	bring the Water from the Top of the House into such a proper Place as shall be thought fit;
ney-Pieces,	and shall and will paint all the inside Wainscot, Doors, Shutters, Rails and Ballisters on the Stairs
&c.	of a good Wainscot Colour, or any other proper Colour as shall be required, three Times over in
	Oyl, and shall paint all the Outside Sash-Windows, Sash-Frames, Cornices, Doors and Pales
	three Times over in Oyl; and also shall and will pave the Kitchen with good Purbeck Stone, and
	make and set so many Steps of Stone at the fore Door and back Door as shall be convenient,
	and shall put up a white Marble Mantlepiece and lay a Slab of the like Stone of 14 Inches in
	Breadth with Firestone Hearth and Coveings in the Parlour Chimney, and shall lay a Marble
	Slab of 14 Inches in Breadth and a Firestone Hearth, and put a handsome Molding of Portland
	Stone round the Front of the Stove Chimney in the Drawing Room, and shall lay two Slabs

of Marble 14 Inches broad each, and Firestone Hearths in the Chimnies of the two Front Rooms on the second Floor, and lay Portland Slabs of 14 Inches broad and Hearths of Firestone in the back Rooms on the same Floor, and shall lay the Foot Paces of the Chimnies in the upper Story with Portland Slab of 14 Inches broad, and the Hearths with 10 Inch Tyles, and shall and will clear and carry away all the Rubbish which shall be made or Rubbish.

occasioned, as well by the pulling down the old Building, as also by the erecting of the new: **And further** that he the said *J. P.* his Executors, Administrators or Assigns, shall and will at his, their, or some of their own like proper Costs and Charges, build, erect, set up and finish a Washhouse at the lower End of the Yard, to contain in Front 16 Foot, and in Depth 12 Foot of Allise or thereabouts, more or less, and the Extent of the Ground without the Garden behind with Brick Walls eight Foot high in the Front, and a Chimney within the said Washhouse, and pave the Floor with good found hard Bricks, and put up a Sink in the said Washhouse, and make a Drain from the Sink to the Searce-pool, and shall lath and plaister the Cieling of the said Washhouse, and render the Walls thereof, and make a Shedded Roof, and tyle the same with Pantyles, and make and put in a Door and Case to the same and convenient Windows, and make and compleat a House of Office adjoining to the said Washhouse, and shall and will finish and compleat the said House, Closets and Washhouse in all Things of and belonging to Bricklayer, Carpenter, Plaisterer, Smith, Glazier, Plumber, Joiner, Painter, Mason, Digger and Clearers Work, with good Stuffs and Materials, in good substantial and Workman-like Manner, (whether herein mentioned or omitted, or not rightly mentioned) on or before, &c. **In Consideration** of which said Work, Stuff and Materials so to be made, provided, done and finished as aforesaid, he the said *W. L.* for himself, his Executors and Administrators, doth covenant, promise and agree, to and with the said *J. P.* his Executors, Administrators and Assigns, and to and with every of them by these Presents; (that is to say,) That he the said *W. L.* his Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *J. P.* his Executors, Administrators or Assigns, the full and just Sum of 350 *l.* of lawful Money of *England*, in Manner and Form following; (that is to say,) 100 *l.* Part thereof at the laying on of the first Floor, 100 *l.* more, Part thereof, when the said House and Closets are tyled therein, and 150 *l.* more, being the Rest and Residue thereof, when all the said Building shall be fully finished and compleated in all Things, according to the true Intent and Meaning of these Presents. **And lastly**, It is hereby concluded and agreed, that the said *J. P.* his Executors, Administrators and Assigns, shall have all the old Materials whatsoever, now standing and being upon the Premises whereon the said new Building is to be erected, to do and dispose of at his and their own free Wills and Pleasures, and that he or they lawfully may use and imploy such of the said old Materials in the said new Building, as are or shall be fitting to be used. **In Witness**, &c.

To build a Washhouse.

How the Money for the same is to be paid.

Old Materials.

Agreement for leasing old Houses to be pulled down, and new ones to be built; of which Leases are to be granted as soon as built. Security to be given on pulling each old House down, that a new one shall be built, agreeable to a Grant from the Crown, which after a certain Time is to be renewed, and a further Term granted to the Builder.

Articles, &c. Between *P. G.* of, &c. of the one Part, and *J. M.* of, &c. Mason, of the other Part, as follows.

In Witness, the said *P. G.* doth by these Presents let and agree to demise unto the said *J. M.* All those 24 Messuages or Tenements now in the Possession of him the said *P. G.* his Undertenants or Assigns, situate, &c. with the Ground and Soil whereon the same Messuages or Tenements stand, together with all the Yards, Gardens, Back-sides, Out-houses, Buildings and Appurtenances whatsoever, to the said Messuages or Tenements, Ground or Premises belonging, or in any wise appertaining; **To hold**, &c. **yielding and paying** therefore yearly and every Year, during the said Term of 49 Years and one Half Year unto the said *P. G.* his, &c. as a Ground Rent, the yearly Rent or Sum of 140 *l.* of, &c. quarterly, free and clear of and from all and all manner of Quit-Rents, Parliamentary, parochial and all other Taxes, Charges, Payments and Assessments that are, shall or may be levied or assessed upon either Ground or Houses, upon any account whatsoever, and the same to be paid on, &c. **And yielding and paying** therefore unto the said *P. G.* his, &c. for the last Half Year of the said Term of 49 Years and one Half Year, the Sum of 70 *l.* of like lawful Money of *Great Britain*, free, &c. as aforesaid, by two equal Payments, at the two most usual Quarterly Feasts or Days of Payment which shall

Agreement to lease old Houses and the Ground they stand on.

Habendum.

Reddend' for 49 Years 140 *l.* per Ann. free, &c.

Reddend' for the last Half Year.

be

Agreement
that as soon
as the old
Houses are
pulled down
and new ones
built,

to grant
Leases of the
new ones

for the Re-
mainder of
the aforesaid
Term then to
come, reserv-
ing a Quit-
Rent to the
King,
and the aforesaid
Rent to
the Lessor.
In each Lease
a proportion-
able Part of
the Rents is
to be reserved,

and usual Co-
venants in-
serted,
agreeable to
these Articles,
and not to
confine the
Lessee's Build-
ing, &c.

Lessor's In-
demnity from
Charges, &c.

The Builder's
Agreement to
accept such
Leases, and
execute Coun-
terparts, and
give Security
that on pulling
down old
Houses, new
ones shall be
built, accord-
ing to the
Crown Grant.

The Lessor
covenants,
that in about
30 Years to
procure a
further Lease
from the
Crown, and
then to grant
his Lessee a
further Term.
The Lessee to

be next after the End of the said 49 Years. **Item,** It is covenanted and agreed by and between the said Parties to these Presents, and the said P. G. in Consideration of the Rent herein before reserved and made payable, and in Consideration of the new Messuages and Tenements herein after covenanted and agreed by the said J. M. to be erected and built upon the Ground hereby let, **Doth** for himself, his Executors, Administrators and Assigns, covenant, promise and agree to and with the said J. M. his, &c. by, &c. in Manner following, (that is to say,) That he the said P. G. his, &c. shall and will, at the Costs and Charges of the said J. M. his, &c. when and so soon as the said Messuages or Tenements, or any two or three of them, shall be pulled down, and the intended Messuages or Tenements to be erected and built in lieu thereof, shall be new built and tiled in, grant unto the said J. M. his Executors Administrators or Assigns, one Indenture or Indentures of Lease of the said new Messuages or Tenements, and so on, until such Leases shall be granted of all the said Premises; **To hold** for the remaining Time of the said Term of 49 Years and one Half Year; **In which** Leases so to be granted of the Premises, shall be reserved and made payable a Quit-Rent to the King and his Successors, and also unto the said P. G. his Executors, Administrators and Assigns, the said yearly Rent or Sum of 140*l.* clear of and from all and all Manner of Taxes, Charges and Assessments whatsoever, as aforesaid, and shall be reserved and made payable quarterly; and in Case such Payment be not made within 14 Days after every such Quarter-Day or Days of Payment as aforesaid, lawful Demand being made thereof, that then, &c. (*Clause of Re-entry*, see Tit. **Leases**.) **Item,** It is agreed by and between the said Parties to these Presents, that in each separate Lease, as aforesaid covenanted to be granted of the said Premises, there shall be reserved and made payable a proportionable Part of the Quit-Rent to the Crown, and also unto the said P. G. his, &c. a proportionable Part of the yearly Ground Rent of 140*l.* agreed upon as aforesaid, with Respect to the Number of Feet in Front next the Street, and in Consideration of the Depth and Situation of the Ground so let, which shall be described particularly and set forth in each respective Lease so granted, as are settled by the Parties concerned, (*viz.*) The 100 Feet, or thereabouts, fronting G. S. Street, being in Depth 70 Feet or thereabouts, at 10*s.* per Foot, and likewise the 100 Feet at the upper End of the Ground in V. Street, about the same Depth, at 10*s.* per Foot, and 53 Feet, or 54 Feet, next below that and joining to it, at 8*s.* per Foot, and for the remaining Part, which is turning the Corner into L. S. Street, being 86 or 87 Feet, at 7*s.* per Foot. **And** it is hereby agreed, That in such Leases shall be contained the common usual and reasonable Covenants contained in Building Leases; **But nevertheless**, according to the Tenor or true Intent and Meaning of these Presents; neither are they to confine or limit the said J. M. with Respect to the Manner of the Building to be erected on the said Ground, provided there be good and substantial Brick Houses built in the Front of the said Ground next the said Street on all Sides, nor to restrain or prohibit any Trade or Occupation to be used or carried on in any of the said Buildings, except such as shall be in any wise deemed a Nuisance or Prejudice to the other Part of the said Buildings, and in such Case not to be allowed off; **And** it is agreed, that the said P. G. is and shall be indemnified and exempted from all Charges and Troubles that may arise about the said Ground or Houses, by Means of any Contentions about Party-Walls, Pavements, Waters or Water-Courses, or any Thing whatsoever during the whole Term exprest. **Item,** In Consideration of the Premises, the said J. M. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said P. G. his Executors, Administrators and Assigns, by these Presents, that he the said J. M. his, &c. shall and will accept of such Leases to be granted as aforesaid, and duly seal and execute Counterparts thereof, and the said J. M. doth further covenant and agree to give the said P. G. undeniable and satisfactory Security, that whatsoever of the old Buildings he the said J. M. his Executors, Administrators or Assigns, shall pull down, there shall be new, good and substantial Houses built and erected, according to the Limitations and Directions in the Crown Grant, in the Room of them, and that he the said J. M. will deposit and lodge in the Hands of the said P. G. 100*l.* which shall remain and continue without Interest, until there shall be built and finished as many new Houses upon the Premises as shall be judged a sufficient Security for the aforesaid Rent, to be determined by two indifferent Persons, each Party chusing one. **Item,** It is further agreed by and between the said P. G. and J. M. for themselves, their Executors, Administrators and Assigns, That he the said P. G. his Heirs, Executors, Administrators or Assigns, shall endeavour within 30 Years, or thereabouts, to procure or obtain from the Crown a further Lease, and then to grant to the said J. M. his Heirs, Executors, Administrators and Assigns, a further Term of 10 Years and one Half Year, by Lease or Leases of the said Premises, to commence from the Determination of the said Term of 49 Years and one Half Year, by Rent of 140*l.* clear of all Quit-Rents, Taxes and Assessments whatsoever, as aforesaid, and a proportionable Rent for the aforesaid one Half Year, clear as aforesaid. **Provided nevertheless**, and upon this Condition, That the said J. M. his, &c. shall pay unto the said P. G. his, &c. one Half Part of the Fine and Expences of pro-

procuring such further Lease from the Crown; And the said J. M. for himself, &c. doth covenant, &c. to and with the said P. G. his, &c. by, &c. That notwithstanding the several Leases that may be granted of the said Premises by Virtue of these Presents, whereby the said yearly Ground-Rent will be divided and separated, yet the said J. M. his, &c. shall and will yearly and every Year, during the full Term of the Lease granted, or to be granted, pay, or cause to be paid, duly and truly, the Quit-Rent to the Crown, and likewise during the Life of the said P. G. and E. his Wife, and the Survivor of them, collect the said yearly Ground-Rent of 140 l. to be reserved by such separate Leases, and pay the said yearly Ground-Rent so reserved by these Presents unto the said P. G. his Executors, Administrators or Assigns, as the same shall become due and payable according to the Reservation thereof in these Presents contained, and the true Intent and Meaning of these Presents; it being the true Intent and Meaning thereof, that during the Life of the said P. G. and his said Wife, he the said P. G. his Executors, Administrators and Assigns shall not have the Trouble of collecting the Rent to be reserved by such several Leases to be granted of the Premises, by Virtue of these Presents, of the Lessees to be named in such Leases, or of their Assigns, but that the aforesaid Quit-Rent shall be paid to the Crown by the said J. M. his, &c. and likewise the said yearly Ground-Rent of 140 l. to be paid to him the said P. G. his, &c. during the Life of him and his Wife, and the Survivor of them, as aforesaid, by intire equal quarterly Payments, as the same shall become due and payable, according to the Reservation thereof in these Presents contained, except the said P. G. or his Wife, or the Survivor of them, shall chuse or undertake the doing of it themselves; and in such Case not to be obstructed in the doing of it. **But notwithstanding all this,** if the said J. M. shall neglect or refuse to deposit the 100 l. nor will give the Security as above exprest, and according to his Promise, that then these Articles to be void and of no Effect, or otherwise to remain in full Force; and this to be done before the Signing of any Lease. **In Witness, &c.**

pay Half the Fine to the Crown, &c. and Rent, &c. for the further Time, and collect Rents for Lessor during his and his Wife's Life.

If the Tenant refuses to give such Security as aforesaid, these Articles to be void.

An Agreement by a Carpenter and a Bricklayer for erecting a new Building in London since the great Fire, according to the Act of Parliament for rebuilding London.

Articles, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. Carpenter, and E. F. of, &c. on the other Part, as followeth, (that is to say,)

Whereas, The said C. D. and E. F. for themselves jointly and severally, and for their and each of their Executors, Administrators and Assigns, do covenant, &c. to and with the said A. B. his, &c. as follows, that is to say, That they the said C. D. and E. F. their Executors, Administrators, Workmen or Assigns, shall and will, for the Consideration after mentioned, at their or some of their proper Costs and Charges, and with their or some of their own Materials, in good, firm and Workman-like Manner, erect and build, or cause to be erected and built, one Messuage or Tenement, upon a Toft, Piece or Parcel of Ground, situate, &c. containing in Breadth on the Front 15 Feet, or thereabouts, and in Depth 41 Feet, or thereabouts, lying between the Messuage in the Occupation of J. B. on the East Side, and the Messuage in the Occupation of K. L. on the West Side; **Which** said Messuage shall contain one Cellar, &c. and the same shall do, compleat and finish, or cause to be done, compleated and finished, in good, strong and Workman-like Manner, and with good, strong and found Bricks, Morter, Timber and Materials, with all the Bricklayers Work, Tylers Work, Carpenters Work, Smiths Work, Plumbers Work, Plaisterers Work, and Glaziers Work whatsoever, that is or shall be needful and convenient for the building, compleating and making habitable the said Messuage or Tenement. **Item,** That they the said C. D. and E. F. their Executors, Administrators, Workmen and Assigns, shall and will do and perform all the said Bricklayers and Tylers Work, and Carpenters Work, and other Works aforesaid, with such Materials, of such Proportions, Dimension and Scantling, and in such Manner and Form as is directed, limited and appointed in and by an Act of Parliament made in the 19th Year of King Charles the Second, intituled, *An Act for rebuilding the City of London*, and the Scheme thereunto annexed for Houses of the first Sort of Building, so to be builded and erected, or as is directed by any other Act of Parliament since made; And shall sink and make a Cellar under all the said Messuage eight Feet deep, and shall, in such convenient Place in the said Cellar as the said A. B. or his Assigns shall direct, dig and make a Vault six Feet square every Way, or cleanse, repair and amend the old Vault there, and make the old Vault of the same Largeness, in Case it be not so; and from the same new or old Vault shall make and carry up a sufficient Brick Funnel into

To build a Messuage.

The Room therein to be contained.

To pursue the Act for building.

The Cellar.

An House of Office in the Cellar.

Cellar Windows.	the Cellar, for an House of Office, and make a convenient Seat thereunto; and shall make good and substantial Cellar Windows to the said Cellar out of the Street, with good and substantial Iron Bars to the same Windows, the said Windows to be of such Largeness and Form as the said <i>A. B.</i> or his Assigns shall direct; and shall pave the said Cellar with good Bricks, and make a good strong Pair of Stairs out of the Street thereunto, with good dry Elm Planks, about three Feet and a half wide, with a good strong Plank and Door to the said Stairs, and strong Iron Bolts to the said Door; And shall, in such convenient Place in the first Room or Shop, over the said Cellar, as the said <i>A. B.</i> or his Assigns shall appoint, make a good Pair of Stairs of two Feet eight Inches wide at the least, with Elm Boards into the said Cellar, and a Door well framed and plained and hung at the Head of the said Stairs, with an Iron Latch and Catch thereunto; And shall make and prepare a Place for a Leaden Gutter to be laid, in the most convenient Place between the said Shop and Cellar, for carrying the Water from the Kitchen and Yard belonging to the Premises, and from the Sink of the said <i>A. B.</i> next to the Street. Item, That they shall make the first or Street Door to the said Messuage with two Leaves of good whole dry Deal, well framed and lined, hung with good Hinges, with a good upright Bar and Staple to it, with a Flap and two strong Iron Bolts over the same Door; And shall make good and substantial Shop Windows of good whole dry Deal, well glued, battened and lined with slit Deal, with good and sufficient Bars, Hinges, Staples and Pins fitting to the same, of such Form as the said <i>A. B.</i> or his Assigns shall direct; And shall carry up a Stair-Cafe through the said House, with an open Newel-Light, the Sky-Light over the Newel to be glazed, leaded and cemented; The Stairs to be of such Wideness, and placed in such convenient Places, and in such Form as the said <i>A. B.</i> shall direct; the said Stair-Cafe to be made with Rails, Bannisters and Balls and Pendants; And shall make strong, handsome and sufficient Partitions and Doors to every upper Room or Chamber, with Iron Latches, Catches and Hinges to every Door, the same Doors to be made of good dry Deal, glued and battened; And also one convenient Chimney to every of the said upper Rooms, of such Dimensions, Depth and Wideness, and place the said Partitions, Doors and Chimnies in such Places, Sort and Manner as the said <i>A. B.</i> or his Assigns shall direct; And shall make a handsome Transome Window to the back Part of the Shop, with two Iron Casements, there, and well glazed, with good Shutters to the same, of whole Deal, glued, lined, battened, and hinged with good and substantial Hinges; And a handsome strong Door into the Yard, of whole Deal, well smoothed, glued, battened and hinged, with good Bolts to the same, and a Glass Window over the said Door, with good Iron Bars; the same Windows to be of such Largeness and Dimensions as the said <i>A. B.</i> or his Assigns shall direct. Item, That they shall put one strong Lock with a Key to the fore Door of the said Messuage, of 8s. Price at the least, and make and put up in the Front, even with the fore Chamber over the Shop, one fair Balcony 10 Feet long, of good wrought Iron, and not cast Iron; And shall make one handsome Pair of Doors of Oak, four Feet wide at the least, with a handsome Glass Window on the Top of the said Doors to go into the said Balcony, and on each Side of the said Balcony-Window, a convenient two-light Transome Window; and shall make a handsome Pediment in the Brick-Wall, over the Balcony, to place a Sign in, as the said <i>A. B.</i> or his Assigns shall direct; and shall make in the two next Stories forwards a Transome Window to each Room, four Feet and a half wide, or thereabouts, of a proportionable Depth; and on each Side of the said Window make two light Transome Windows, uniform with the Windows underneath; And to all the back Chambers a six-light Transome Window in the Rear of every Chamber, and a four-light Transome Window on the East Side of every of the said back Rooms; the Frames of all the said Windows to be good dry oaken Timber, well wrought and planed, and placed as the said <i>A. B.</i> or his Assigns shall direct; And shall make a good strong Iron Casement to the third Story Window to the Front, with a good strong Lock to the same, and an Iron Rod in the Middle thereof; the same Casement to be of such Largeness every Way as the said <i>A. B.</i> or his Assigns shall direct; and shall make a good Iron Casement to such of the said two-lighted Transome Windows in the said third Story, on the Front, as the said <i>A. B.</i> or his Assigns shall direct; and also shall make a good Iron Casement to the four-light Window in the fourth Story to the Front, and to every Window in the Rear; All the Windows to the Front Rooms up one Pair of Stairs to have sufficient and substantial Iron Bars; And shall make one good Clear-Story three-light Lucern Window to the fore Garret, and a three-light Clear-Story Window to the back Garret, the Frames to be of Oak, with an Iron Casement in each Garret Window. Item, That they shall plaister and ciel, in Workman-like Manner, with good Lime and Hair, all the Walls, Partitions and Cielings of every Room of the said House, and in every other Place necessary, except the Cellar; and shall lay all the Floors with good whole dry Deal, smoothed and close jointed; and shall cover the uppermost Rooms backwards, or back Garret, with good Lead, which Lead shall weigh eight Pounds and half the Foot, at the least; and make a Brick-Wall on the back Part, and on each Side of the said Leads three Feet high, and cover the said Wall with
Pavement. Stairs.	
Leaden Gutter.	
The Street Door.	
Shop Windows.	
The Stair-Cafe.	
Doors to the Chambers.	
Chimnies.	
Back Window to the Shop.	
A Back Door.	
Lock to the fore Door.	
Balcony.	
Windows.	
Pediment for a Sign.	
Chamber Windows.	
Plastering and Cieling.	
Flooring. Covering.	

with a Copping or Camphor of good sound Oak Timber; and shall cover the fore Garret of the said House with plain Tyles; and make convenient Gutters of Lead to carry the Water from the said Roof and Leads into the Street, and bring the same with a convenient Pipe to the Ground; and shall raise the Ground Floor of the said Messuage a convenient Height above the Street, so that there may be a Stone Step of seven Inches high, or more, as shall be convenient, at the Street Door; and raise every other Story proportionable, according to the Acts of Parliament in that Behalf; And shall build the Front of the said House with good rubbed Bricks; and carve off the Roof with Cantilivers and Cornices; and shall paint all the Window-Frames, Window-Casements, Out-Doors and Door-Cases, Cantilivers and Cornices of the said House, and all Out-Places necessary, with good Colours well laid in Oil; And glaze all the Windows, and all the Front upper Rooms or Chambers, and Front Garret, and the back Windows of the Shop, with good square Glafs well leaded; and all the rear and back Windows, except the Shop, with Quarries well leaded. **Item,** The said C. D. and E. F. for themselves and either of them, their and either of their Executors, Administrators and Assigns, do by these Presents covenant, promise and grant to and with the said A. B. his Executors, Administrators and Assigns, as followeth, *viz.* That the said House, and all and every the Premises, shall be in all Things, as aforesaid, fully and wholly done, compleated and finished, on, by or before the 29th Day of September now next ensuing; And if it shall happen the said Work, or any Part thereof, shall not be compleated and finished according to the true Intent and Meaning of these Presents, by the 20th Day of October next also ensuing, that then and from thenceforth, they the said C. D. and E. F. their Executors and Administrators, shall and will well and truly pay, or cause to be paid, unto the said A. B. his Executors, Administrators or Assigns, the Sum of 10s. Sterling by the Day for every Day which the said Work and Building, or any Part thereof, shall so remain and be unfinished and uncompleated; And that the said C. D. and E. F. their Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save and keep harmless and indemnified the said A. B. his Executors, Administrators and Assigns, and every of them, and the said Messuage, and all and every his and their other Lands, Tenements and Hereditaments, Goods and Chattels, of and from all Fines, Pains, Penalties, Punishments, and Forfeitures whatsoever, contained in the said Acts of Parliament, or any of them, for or by Reason of any Irregularity which shall happen in the said Building, or any Part thereof, contrary to the said Acts of Parliament, or any of them, for or touching the rebuilding the City of London; and of and from all such Actions, Suits, Charges, Troubles and Damages which he the said A. B. his Executors, Administrators or Assigns, may happen to incur or be put unto or sustain for or by Reason thereof: **In Consideration** of which said Work, Materials and Buildings to be done and performed in Manner and Form aforesaid, the said A. B. for himself, &c. doth covenant, &c. to pay and satisfy unto the said C. D. and E. F. their, &c. after the Rate and Price of 64*l.* the Square for every Square of the said Building; the said Money, after the Rate aforesaid, to be paid as followeth, That is to say, When the Floor over the Cellar is laid 50*l.* thereof; When, &c. As to the rest, and when all the said Work and Building shall be wholly done and finished in all Things, according to the true Intent and Meaning of these Presents, all the remaining Money that shall be due for the same, at the Rate of 64*l.* the Square, as aforesaid. **In Witness, &c.**

Leaden Gut-

ters.
Raising the
Floor.

The Front.

Roof.

Painting.

Glazing.

Time of fi-

nishing the

House.

Forfeiture if
not finished.

To save harm-
less from the
Acts touching
Building.

Payment for
the Building.

Another Agreement for building Houses to make a New Street in London, pursuant to Act of Parliament.

Articles, &c. Between A. B. of, &c. and C. D. of, &c.

Whereas the said C. D. hath undertaken to build on a certain Piece or Parcel of Ground, situate in a New Street designed to be built by the said A. B. and to be called A. Street, Parcel of the Ground belonging to a House called, &c. *viz.* in and upon all the Piece or Parcel of Ground, lying on the East Side of A. Street, containing 32 Feet in Front to the said Street, and in Depth West to East 50 Feet of Assize more or less, and abuts West on the said Street, North on Ground demised by the said A. South on other Ground of the said A. and East on a Street intended to be built, &c. **Now** it is covenanted, &c. by and between, &c. *viz.* First the said C. D. &c. with the said A. B. &c. that he the said C. D. &c. shall and will at his and their own proper Cost, &c. build, &c. so much Building on the said Piece or Parcel of Ground, situate in a New Street, as shall take up in a continued Building the whole Front of the said Ground next A. Street aforesaid, and in Depth to continue not less than 30 Feet in Building, with such Proportions of Brick, and such Scantlings of Timber, Heights and Numbers of Stories as hereafter is limited and appointed, *viz.* The Cellars and all other Stories of the said Buildings, to be of such Heights as is set forth for the second Rate of Buildings

Undertaking
to build on
certain
Ground.

Covenant to
build at his
own Charge.

Proportions
and Scantlings.

in a late Act of Parliament for rebuilding the City of London, the fore Fronts and back Fronts to be two Bricks and a Half thick to the Top of the Cellar Floor; the first and second Stories to be two Bricks in Thickness, the third Story above Ground to be one Brick and a Half in Thickness, and the Garrets one Brick in Thickness, the Partition Walls between House and House to be two Bricks in Thickness at the least, to the Top of the Cellar Stories, and from thence to the Garret Floor to be one Brick and a Half in Thickness at the least, and above the Garret Floors one Brick in Thickness, the Brick Work in the fore Fronts to be wrought with stock Bricks not rubbed, the straight Arches in the Front to be Brick and a Half, and to rub the Bricks round the Jambs of the Window in the Brick Work of the fore Fronts, and to work a Facia at every Story of each House in the Front with O. G. at the Foot of it; that the said Brick shall be a good, sufficient well burnt Brick, and the Morter well wrought and tempered, and made of good Lime and Sand or such other Stuff as the said A. B. or his Surveyors shall appoint; that there shall be a Balcony of Wood or Iron to the Front of every House which shall not project more or less than three Feet and Half beyond the Upright of the said Houses, with Cantiliver Cornice all along the said Front to A. Street, according to a Model thereof to be signed by the said A. B. or his Surveyors on the Behalf of the said A. B. which Cantiliver Cornice shall be kneeled as the said A. B. or his said Surveyors shall appoint; that there shall be, &c. (*describing the Particulars.*) And that no Timber be laid within 12 Inches of the Foresides of the Chimney Jambs, and that all Joices on the Back of any Chimney be with Timber at six Inches distance from the Back, and that no Summers or Girders shall lie over the Heads of any Doors or Windows, and that all the Ends of Timber that lie in the Walls shall be laid in Loom, that all Mantle Trees shall be of Oak Timber, and not less than seven and nine Inches; that the Tassels shall be of Oak three Inches thick, and to reach within four Inches of the Back of the Chimney, &c. And the said, &c. that he, &c. shall and will allow and pay unto such Person or Persons as shall build any Party-Walls, one Moiety of all such Charges as he shall lay out and expend in making the same; And shall and will pay to the said &c. so much in Proportion according as the said Front shall amount unto for making the Common Sewer in A. Street, within three Months after the same shall be made; the Charges to be ascertained by L's Surveyor; And also shall and will make Drains from the said House or Houses into the said Sewer, and that no House of Office shall have Issue into the same: And also shall level and pave the said Street, so far as to the Middle of the same, all along so far as the said Front extends, as by the said Surveyor shall be set out, and shall pave all along the said Ground four Feet in Depth, from the Upright of the said Walls of the said Building with Purbeck or Swindon Stone, descending one Inch at least, from the Wall, and set up Oaken Posts of seven Inches square and three Feet and Half above the Ground, 12 Feet each from the other, all along before the said Ground in the Street at five Feet distance from the Upright of the said Wall; And make Kennels all along the said Street, next the said Posts, and cause all the Rubbish, &c. And the said C. D. doth, &c. that if the said C. D. his, &c. shall do any Act or Thing, relating to the said Buildings contrary to the Tenor and Intent of the said Articles and Agreements, and the same shall be so adjudged by the Commissioners appointed by his Lordship, that then after Notice given to the said C. D. &c. by the Surveyor of the said Earl, &c. or any Person lawfully authorized by him or them, he the said C. D. &c. shall and will pay unto the said Earl, &c. 10 s. a Week, for every Week the same continues unreformed. And if any Difference shall arise between him the said C. D. &c. and any other Tenants of the said Earl, touching any Party-Wall or otherwise concerning the Premises, that the said C. D. shall and will refer the same, and stand to the Award and Arbitrament of the said Earl, concerning the same; and likewise shall and will permit and suffer the said Earl his, &c. and his and their Assigns, Officers and Servants, with Workmen or others, at convenient Times in the Day-time, to enter and come into and upon the Premises, to view, search and see whether the Premises aforementioned do proceed and be finished according to the Agreement before in these Presents contained; And also that the said Houses shall be well and sufficiently glazed, tiled and plastered, and in all Things well and completely finished with Brick, Carpenters, Plasterers, Smiths, Glaziers, Plumbers and Painters Work, and in all Things made fit for Habitation and Dwelling, whether herein mentioned or omitted, or not rightly mentioned, at or before, &c. And that the said Earl after the said Time, in case one Half of the said Building be not built, shall have Power to enter and wholly avoid this present Contract: And the said Earl, &c. doth covenant, declare and appoint that the first Builder shall have full Power to set the one Half of any Party-Wall or Fence-Wall or Party-Rafter or Party-Gutter, upon the Ground or Building of the next Builder, and that the next Builder shall pay to him the Moiety or Half-charge of all and every such Party-Walls, Fence-Walls or Party-Rafter or Party-Gutter, according to the true Value thereof, so soon as the same shall be made use of: And the said Earl, &c. doth covenant, &c. that the said Earl, &c. shall and will on

Thickness of
the Walls.

Brick well
burnt.
Balcony.

No Timber to
be near the
Chimnies.

Builder to al-
low for Party-
Walls and for
Common
Sewers.

Drains.
Level and
pave the
Street.
Posts in the
Street.

Kennels.
Things done
contrary to
Agreement to
be determined
by Commis-
sioners,

Differences
between Te-
nants to be
awarded by
the Landlord.
Liberty to see
how the Work
goes on.

The Premises
to be made fit
for Habitation
before such a
Day.

In what case
this Contract
to be void.

First Builder
to set a Party-
Wall.

The Landlord
to take off all
Buildings.

or before, &c. take off and clear all Buildings whatsoever, so as the several Streets in a certain Model of the Ground belonging to A. House shall be cleared and set out according to the Dimensions therein expressed, except in the Cross-street called H. Street, which shall be cleared and done on or before, &c. **And also** that he the said Earl, &c. shall and will, in all Places in the said Ground in his own Hands or Occupation, bear all such Charges of paving, leveling, making of Sewers, or otherwise make and do the same according to his Proportion in the same, as in these Presents are, &c. on the Part and Behalf of the said C. D. &c. and also that he the said Earl shall and will, at or before Michaelmas now next ensuing, take in and wall, with a good and sufficient Wall, 40 Feet of the Soil of the River of Thames, and make commodious and good Stairs down to the said River at the South End of A. Street and S. Street. **And lastly**, the said Earl for, &c. that he, &c. shall and will, within a Month after the first Floor above Ground of the said Building shall be built, upon Notice to him or them given, make unto the said C. D. &c. one or more good and sufficient Lease or Leases in Law, with convenient Covenants of all and singular the said Parcel of Ground hereby mentioned to be built, for and during, &c. rendering a Pepper-Corn for the first Year, and 10 l. per Ann. payable by equal Portions Half-yearly for the last 40 Years. **In Witness, &c.**

The Landlord to bear all Charges of paving his own Ground.

Wall at the River Stairs. Landlord to make Leases, rendering a Pepper-Corn for the first Year, and 10 l. yearly the other 40 Years.

An Agreement that on finishing the Building of two Houses to grant a Lease of a Piece of Ground, and the Builder is to lay out in such Buildings a certain Sum, of which he is to produce a just Account.

Articles, &c. Between J. L. of, &c. Gent. of the one Part, and J. H. Citizen and Joiner of London, of the other Part.

Imprints, The said J. L. for and in Consideration of the Rents, Covenants, Conditions and Agreements, to be paid, done and performed on the Part and Behalf of the said J. H. as herein after mentioned, **Doth** by these Presents for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said J. H. his Executors, Administrators and Assigns, in Manner following, viz. That he the said J. L. his Heirs or Assigns shall and will, at or upon the Erecting, Building, Completing and Finishing of two Messuages or Tenements in and upon the Ground and Premises hereafter mentioned, or within 20 Days next afterwards, at the Request, Costs and Charges in the Law, of the said J. H. make and execute unto him the said J. H. or to such other Person as he shall appoint, a good and sufficient Lease, whereby he the J. L. his Heirs or Assigns shall demise and let unto the said J. H. or his Assigns, **All** that Piece or Parcel of Ground, situate, lying and being on the West Side of B. Field in the Parish of S. in the County of M. containing in Breadth or Front from North to South — Feet or thereabouts, little more or less, and in Depth from East to West — Feet or thereabouts, be the same little more or less, abutting East upon B. Field aforesaid, and is bounded West, North and South, upon or by Lands, Messuages or Tenements, belonging to, or of the Estate of or in the Tenure, Occupation or Possession of T. J. his Undertenants or Assigns; **To hold** to the said J. H. his Executors, Administrators or Assigns, from — Day next ensuing the Date hereof, for and during, and unto the full End and Term of 61 Years from thence next ensuing, and fully to be complete and ended; **Yielding and paying** therefore unto the said J. L. his Heirs or Assigns, for the first Year of the said Term the Rent of a Pepper Corn, if the same shall be lawfully demanded, and for the last 60 Years, Remainder of the said Term of 61 Years, the yearly Rent or Sum of 3 l. payable Quarterly, and that free and clear of all Manner of Taxes and Assessments whatsoever, charged or to be charged by Authority of King and Parliament, or otherwise howsoever, on the four most usual Feasts or Days of Payment of Rent in the Year, that is to say, &c. **In** which Lease or Demise shall be contained usual Covenants, as well on the Part and Behalf of the Lessor as Lessee; he the said J. H. his Assigns, duly executing a Counterpart of such Lease. **Item,** The said J. H. in Consideration of such Lease as aforesaid, doth covenant, promise and agree, to and with the said J. L. his Heirs and Assigns, that he the said J. H. his Executors, Administrators and Assigns, or some of them, shall and will, by, or before the Feast of, &c. next ensuing the Date of these Presents, lay out, disburse and expend the full Sum of 120 l. of, &c. in the Erecting, Building, Setting up and Finishing in a good and Workmanlike Manner, two New good and sufficient Messuages, Tenements or Dwelling-houses, in and upon the said Piece or Parcel of Ground hereby agreed to be demised and leased as aforesaid, of such proper Dimensions, and with such Conveniencies and Necessaries as shall be requisite and fitting, and shall and will within 14 Days next after the said — Day of — next ensuing, give and render unto the said J. L. his Heirs or Assigns, a true Account in Writing under

Covenant that on finishing a Building,

to make a Lease of a Piece of Ground.

Habendum.

Reddendum.

Covenant to lay out 120 l. in building two Houses,

and to give in a true Account of so much at least being expended.

der his Hand for what shall have been by him the said *J. H.* his Executors, Administrators or Assigns, so laid out in Building of the said two Messuages or Tenements, for the evidencing that the said Sum of 120*l.* at least, shall have been actually laid out and expended according to the true Intent and Meaning of these Presents; **And also** that he the said *T. B.* on the making of such Lease to him as aforesaid, shall then duly execute a Counter-part thereof; **And** for the true Performance, *&c.* (*Penalty*). **In Witness, &c.**

Penalty.

Articles touching Building a Work-shop over Coach-houses belonging to an Inn, with a Lease of said Shop and Liberty of Ingress, and a Covenant for a further Term if Lessor obtains a new Lease.

Articles of Agreement, &c. Between *W. B.* of, *&c.* Innholder, of the one Part, and *G. H.* of, *&c.* Merchant, of the other Part, as followeth, viz.

Witness, The said *W. B.* (in Consideration of the yearly Rent, Covenants and Agreements herein after reserved and contained, to be paid, done and performed by the said *G. H.* his Executors, Administrators and Assigns, in such Manner as herein after is mentioned and expressed,) **Doth** for himself, his Executors, Administrators and Assigns, covenant, promise and agree, to and with the said *G. H.* his Executors, Administrators and Assigns by these Presents, That it shall and may be lawful to and for the said *G. H.* his Executors, Administrators or Assigns, at his or their own proper Costs and Charges, forthwith to erect, build and finish over and above the three Coach-Houses, now standing in the Yard belonging to the Messuage or Inn, now in the Occupation of the said *W. B.* situate in the Parish of *St. J.* aforesaid, one Shop or Work-room with proper Affixings and Conveniencies for the coming and going into and from the same, fit and proper for the Working and carrying on the Trade or Business of a Cabinet-maker only therein, in such Manner as he or they shall think fit; provided, and so as all Damage occasioned to the said Coach-houses thereby, be forthwith repaired and made good at the Charge of the said *G. H.* his Executors or Assigns; **And** he the said *W. B.* for the Considerations aforesaid, **hath**, and by these Presents **doth** demise, lease, set and to farm let unto the said *G. H.* the said Shop or Work-room, so intended to be built as aforesaid, with its Appurtenances, together with free Liberty of Ingress, Egress, Regress, Way and Passage for every Cabinet-maker, who, during the Term hereby demised shall be a Tenant of the said Shop, and his and their Servants, Friends and Customers, at all Times, from the Hours of seven o'Clock in the Morning till eight in the Evening, daily, during the Continuance of the Term hereby demised, to come, go, pass or repass, into and from the said Shop, in, by and through the usual Ways of the said Inn and Yard thereto belonging, without any Let or Interruption of the said *W. B.* his Executors, Administrators and Assigns, or his or their Tenants or Servants; **To have and to hold** the said Shop or Work-room, with its Appurtenances, unto the said *G. H.* his Executors, Administrators and Assigns, from the Feast-Day of — next the Day of the Date hereof, for and during, and unto the full End and Term of, *&c.* and fully to be complete and ended; **yielding and paying** therefore Yearly and every Year, during the Continuance of the said Term, unto the said *W. B.* his Executors, Administrators and Assigns, the yearly Rent or Sum of 5*l.* of lawful *British* Money, on the four most usual Feasts or Quarter-Days following, viz. at, *&c.* or within 14 Days next after every of the said Quarter-Days, by four even and equal Proportions; the first of which Quarterly Payments to begin and to be made on the Feast-Day of — now next ensuing the Date hereof. **Item,** The said *G. H.* in Consideration of the Demise herein before made to him of the said Premises as aforesaid, **doth** for himself, his, *&c.* covenant, *&c.* to and with the said *W. B.* his, *&c.* by, *&c.* in Manner as follows, that is to say, That he the said *G. H.* his, *&c.* shall and will, during the Continuance of the said Term, well and truly pay or cause to be paid unto the said *W. B.* his, *&c.* the said yearly Rent or Sum of 5*l.* of such lawful Money as aforesaid, upon the several Feasts or Quarter-Days herein before mentioned and appointed for Payment thereof, or within 14 Days next after every Quarter-Day, according to the Reservation thereof, as aforesaid, and the true Intent and Meaning of these Presents; **And** that he the said *G. H.* his Executors, Administrators or Assigns, at his and their own proper Costs and Charges, shall and will forthwith erect, build and finish, over and above the said three Coach-houses, a good and substantial Shop or Work-room, fit and proper for a Cabinet-maker to work in, with such Affixings and other Conveniencies for going to and from the same as aforesaid, and shall in no ways build the same, whereby to occasion any Hinderance, Detriment or Damage to the said *W. B.* his Executors or Assigns, from the having, enjoying, using or letting the said Coach-house or any of the Stables belonging to the said Inn; **And also** that the said *G. H.* his Executors or Assigns, at

The Innholder covenants that a Cabinet-maker's Work-shop may be built over his Coach-houses.

A Lease of such Shop.

Liberty of Ingress, Egress and Regress, &c.

Habendum.

Reddendum.

The Lessee covenants to pay the Rent,

and to build the said Shop;

but not so as to be a Detriment to the Coach houses, &c.

his or their like Charge, shall pay and make good all Damages whatsoever which shall be occasioned to the said Coach-houses and other the Premises of him the said *W. B.* as well on Account of the present Erecting of such Building, as also on Account thereof, which shall or may at any Time hereafter be occasioned thereby, during the Continuance of this Demise; **And further also** that he the said *G. H.* his Executors or Assigns, at his and their like Charge, shall and will uphold, maintain and keep the said Shop, Erection and Building, so to be made as aforesaid, in good and sufficient Repair during the Continuance of the said Term, and at the End or other sooner Determination thereof, peaceably and quietly so leave and yield up the same unto the said *W. B.* his Executors, Administrators or Assigns; **And further** that the said Shop or Work-room, so to be built as aforesaid, or any Part thereof, shall not at any Time during the Term hereby demised, be used or employed by any Person or Persons in any other Trade or Business whatsoever (other than and except only as and for the Trade or Business of a Cabinet-maker); **And** that he the said *G. H.* his Executors, Tenants or Assigns, shall not, nor will, without the Consent of the said *W. B.* his Executors or Assigns, first had in Writing for that Purpose, permit or suffer any Carts, Horses or other Carriages whatsoever, to come into the said Yard of the said Inn with, or carry any Goods or Wares to or from the said intended Shop, from before the Hours of eleven in the Morning nor after three in the Afternoon, during the Continuance of this Demise; **Nor** shall or will permit or suffer any Beer, Ale, Brandies or other strong Liquors whatsoever, to be brought into, and sold or vended in the Yard of the said Inn, or in the said Cabinet-maker's Shop so to be built as aforesaid, but what shall be so sold or vended by the said *W. B.* his Executors, Administrators or Assigns, from the said Inn, during the Continuance of this Demise. **Provided always nevertheless**, and these Presents are upon this express Condition, and it is hereby mutually agreed and declared by and between the Parties hereunto, and the true Intent and Meaning of them and of these Presents, is, that in case the said yearly Rent of 5*l.* or any Part thereof, shall happen to be behind or unpaid, in all or in Part, by the Space of 14 Days next after any of the said Quarter-Days whereon the same ought to be paid as aforesaid, (being lawfully demanded); **Or** in case he the said *G. H.* his Executors, Administrators or Assigns, shall make any Breach of all or any the Covenants herein before contained on his and their Part to be paid and performed; then and from thenceforth, in either of the Cases aforesaid, it shall and may be lawful to and for the said *W. B.* his Executors, Administrators and Assigns, or any of them, into the said hereby demised Premises, or any Part thereof, in the Name of the whole, wholly to re-enter, and the same to have again, repossess and enjoy, as in his or their former Estate; **And** the said *G. H.* his Executors, Administrators or Assigns, and all other Occupiers of the Premises, from thence utterly to expel, amove and put out; this Indenture or any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *W. B.* for himself, his Executors, Administrators and Assigns, and for every of them, doth further covenant, promise and agree to and with the said *G. H.* his Executors, Administrators and Assigns, by these Presents in Manner as follows, *viz.* That he the said *G. H.* his Executors, Administrators and Assigns, (paying the said yearly Rent of 5*l.* and performing and keeping all and every the Covenants and Agreements aforesaid, which on his and their Parts and Behalf are to be paid, done, performed and kept), shall and may peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the hereby demised Premises, without any Let, Suit, Trouble, Eviction, Ejection, Molestation, Interruption or Disturbance whatsoever, of or by him the said *W. B.* his Executors, Administrators or Assigns, or of, or by any other Person or Persons whomsoever, lawfully claiming or to claim the same, by, from or under him, them or any of them, or by or through his, their or any of their Act, Means, Neglect, Default, Consent or Procurement; and that freed and discharged or otherwise, by the said *W. B.* his Executors, Administrators or Assigns, well and sufficiently saved, kept harmless and indemnified, of and from all Ground Rent due or payable or to grow due or payable to any superior Landlord or Landlords of the Premises, for or in respect thereof or any Part thereof. **And lastly**, That in case he the said *W. B.* his Executors, Administrators or Assigns, shall at any Time hereafter, before the Expiration of his present Lease, procure or obtain, from the present or any future Ground Landlord or Landlords of the said Inn and hereby demised Premises, a new Lease thereof, to him or them for any further Term or Terms of Years; then, and in such case he the said *W. B.* his Executors, Administrators or Assigns, shall and will at any Time before the Expiration of the Demise hereby made, at the Request and Charge of the said *G. H.* his Executors, Administrators or Assigns, within one Month next after such Request, make and grant a new Lease without any Fine, Fee or Reward, of all and singular the said hereby demised Premises unto the said *G. H.* his Executors, Administrators or Assigns, for any further Term of Years, not exceeding — Years, to commence from the Expiration of this present Demise, at and under the same yearly Covenants, Provisoes and Agreements, as are herein reserved and contained,

and the Damages thereto to make good.

Repairs of the Shop.

The Shop to be for no other Trade.

At what Time Carts, &c. to come or go from the Shop.

Liquors not to be sold in the said Shop, &c. by the Lessee.

Provision for Re entry in case of Non-payment of Rent;

or Breach of Tenant's Covenants;

That the Tenant paying Rent, &c. shall peaceably enjoy.

Free from Ground Rent.

Covenant for a further Term, if the Lessor obtains a new Lease.

tained, (other than and except this last Covenant) so as he the said G. H. his Executors, Administrators or Assigns, upon the making and delivering of such new Lease to him or them, do at the same Time duly execute a Counterpart thereof. **In Witness, &c.**

An Agreement for building a new Court in one of the Inns of Court.

Articles, &c. Between the Honourable Sir H. G. Bart. Sir J. B. Knt. Sir J. C. Knt. R. A. Esq; senior, J. S. L. A. J. E. senior, W. G. S. E. G. E. W. C. and F. H. Esqrs; Masters of the Bench of the Honourable Society of Lincolns-Inn, of the one Part, and H. S. of the same Society, Esq; of the other Part.

H. S. seised.

Disputes

settled.

Bounds of the new Court in Lincolns-Inn.

To be built at the proper Charge of H. S. and in what Manner.

For the Use of the Society of Lincolns-Inn, &c. and subject to their Government. The Chambers to be sold by H. S. but the Admittances to be by the Bench of Lincolns-Inn.

Whereas the said H. S. is seised of and doth claim to himself, by Virtue of a Title derived to him from the Crown, or otherwise, the Soil, Freehold and Inheritance of that open Place of Ground on the South and South-West Side of *Lincolns-Inn Walls*, commonly known by the Name of *Lincolns-Inn Little Fields*, or *Fickets Fields*: **And whereas** several Disputes and Differences have lately arisen between the said Masters of the Bench, on the Behalf of the said Society, and him the said H. S. concerning the Erecting of several Buildings upon the said Ground; **Now** for the settling and accommodating of the said Matters, it is agreed by and between the said Parties to these Presents in Manner following: **Imprimis, it is agreed**, That so much of the said Ground as is herein after particularly abutted and bounded, that is to say, All that Part of the said Ground from the Walls of *Lincolns-Inn* Southwards to the Rail immediately before Sir R. P.'s Buildings, running Parallel with the Way from the *Bell-Yard* End to *Plough-Stables Inn*, and from the Space of 10 Feet Distance from the Houses and Walls on the Eastern Part of the said Field, so far Westward as will run in a just Parallel from North to South with the Corner of the Base Court Wall, and so far further as may run in a Parallel Line from North to South within eight Feet of *Portugal Row End*, shall from Time to Time, and at all Times hereafter, be disposed of, and such Buildings only shall be erected thereupon, and the Buildings erected shall be employed in Manner only as heretofore is expressed. **Item**, it is agreed, That the said H. S. his Heirs or Assigns, at his or their own proper Costs and Charges, shall within three Years next ensuing the Date hereof, erect and build in and upon the said Parcel of Ground so bounded out as aforesaid, three Ranges of Buildings, that is to say, One Row or Range of the said Buildings to be erected on the Eastern Part of the said Piece of Ground, and to be extended from the South West Corner of the Kitchen Garden Wall of the said Society, on the North Side of the said Field, all along Southward to the Distance of 60 Feet from the Buildings of Sir R. P. and the second Row or Range of the said Buildings on the West Part of the Ground, to begin at the North End of the now Gardener's House of the said Society, and to extend Southward to the Distance likewise of 60 Feet, from the Houses on the South Side of the Way from *Bell-Yard* to *Plough Stables*, and to range with *Lincolns-Inn* long Wall from *Turnstile* to the said Gardener's House; and the third Row or Range of the said Buildings on the Southern Side of the said Field, and to extend from the End of the first Row or Range on the Eastern Part of the said Ground to the End of the said second Row or Range on the Western Part of the said Ground, and to range with the said Houses on the South-Side of the Highway from *Bell-Yard* to *Plough Stables*, and 60 Feet Distance from the said Houses; **And** that a convenient, handsome and proportionable Gate shall be made through the East End of the said third Range of Buildings, to go under an Arch to be turned for that Purpose; and that a Gate shall be likewise made through the North End of the said second Range of Buildings, to go out under an Arch to be turned for that Purpose; and that the said Buildings shall be erected three Story high, and no higher, and without a Garret; but the said H. S. may make Cellars if he pleases, and all the Doors of the said Buildings so to be erected, shall be all of them made in the inside of the said intended Buildings towards the intended Quadrangle, and none of them on the outside thereof. **Item**, it is agreed, That the said Buildings, when erected, shall be employed and made use of for Chambers, for such Persons as now are or hereafter shall be Members of the said Society of *Lincolns-Inn*, or such Serjeants at Law as have formerly been of the said Society, and for no other Purpose whatsoever; and that the same shall be liable to all Manner of Duties and Payments, and be regulated according to the ancient and ordinary Orders of the said Society, in such Manner as the present Chambers of the said Society are liable unto, except only the Restrictions following, that is to say, As to such of the said Chambers as shall be built upon the said Piece of Ground, Part of *Little Lincolns-Inn Fields*, or *Fickets Fields* aforesaid, that he the said H. S. his Heirs and Assigns for ever, shall from Time to Time, and at all Times hereafter, have the Sale of the said Chambers, and in order thereunto, by some

PART II.

H. S. may quietly build the Rest of, &c. without the Disturbance of Lincolns-Inn.

H. S. his Heirs and Assigns, to repair, &c.

Consents that this Agreement be decreed in Chancery, or ratified in Parliament.

Heirs and Assigns, may proceed to build in or upon such Part of the said Fields called *Little Lincolns-Inn Fields*, or *Fickets Fields* aforesaid, which lie Westward of the said Ground, such Building as to him or them shall seem most convenient, without the Contradiction or Disturbance of the said Society. And the said *H. S.* for himself, his, &c. and for every of them, doth covenant, &c. to and with the said Sir *H. G.* Sir *J. B.* Sir *J. C. R. A. J. S. L. A. J. E. W. G. S. E. G. E. W. C.* and *F. H.* and the Survivors and Survivor of them, and the Heirs, Executors and Administrators of the Survivors and Survivor of them, that he the said *H. S.* his Heirs and Assigns, shall and will from Time to Time, and at all Times hereafter, well and sufficiently repair, uphold, maintain and amend the said Bog-house, or House of Office, Pavements and Posts, after that the same shall be erected and set up, and also procure to be emptied the said Bog-house, when and as often as Occasion shall require, and lay the said Court, or void Space of Ground, with the new erected Buildings, level and fitting for common Use: And also shall from Time to Time, at all Times after that the said Chambers and Buildings so to be built on the said Ground belonging to the same Society, shall be built and set up, during such Time and Estate as he or they shall have in the said Chambers and Buildings, well and sufficiently repair, amend, maintain and keep the said Chambers and Buildings in all Manner of needful and necessary Reparations, and the same so well and sufficiently repaired, amended, maintained and kept, in the End and Expiration of his and their Estate and Interests therein, shall leave and yield unto the said Sir *H. G.* &c. and the Survivors and Survivor of them, and the Heirs of the Survivor of them; And that he the said *H. S.* his Heirs and Assigns, for the better strengthening and assuring of these Presents, and the Agreements and Things therein contained, shall and will consent and agree that these Articles, and the Matters and Things herein contained, shall be decreed by the High Court of Chancery, and also ratified and confirmed by Act of Parliament, or by either of the said Ways, as to them the said *H. G.* &c. or the Survivors or Survivor of them, or the Heirs of such Survivor, shall seem most convenient. In Witness, &c.

To take down the Front of a House and build a new one, and to do other Repairs.

Articles, &c. Between *A. Y.* of, &c. *W. B.* of, &c. and *T. B.* of, &c. of the one Part, and *J. L.* of, &c. Carpenter, of the other Part, as followeth;

Covenant to pull down a Front, and build a new one,

and to do other Repairs.

FIRST, He the said *J. L.* (in Consideration of the Sum of 120*l.* to be paid to him in Manner as herein after mentioned) Doth hereby for himself, his Executors and Administrators, covenant, promise and agree, to and with each of them the said *A. Y. W. B.* and *T. B.* their Executors, Administrators and Assigns, that he the said *J. L.* his Executors, Administrators, Workmen or Assigns, shall and will on or before the 27th Day of *October* now next ensuing the Date hereof, at his and their own proper Costs and Charges, in a compleat and workman-like Manner, and with good, substantial and sufficient Materials of all Sorts and Kinds, make the several Alterations, Reparations and Amendments, in and to a Messuage or Tenement, with its Appurtenances, now belonging to them the said *A. Y. W. B.* and *T. B.* situate in *Fleet-Street* near *Temple-Bar*, *London*, late in the Occupation of, &c. in Manner as follows, (to wit) To pull down the Front of the said Messuage next *Fleet-Street*, and the Front thereof to be rebuilt and faced with the best new Grey Stock Bricks, with new Frames and Sashes glazed with Crown Glafs; a new Brestsummer, with Story Posts and Oaken Plate; the whole Party-Wall and Stacks of Chimnies, in the Cellar next the Pastry-Cook's, to be under-pin'd; a new Lintel to be made under the Joys in the Front of the Shop; to have new upright Curbs to the Front Cellar Windows, with Bars framed as now is, and Sliding Shutters, with a Covering Penthouse over *ditto*; the Timber Partition next *Bell-Yard* to be taken down, and a new Plate and Posts to *ditto*, and to be re-boarded; the Front of the Back Parlour to be taken down, and a new Plate put in, and to be new erected to the Sky-light; a Post and Base of Oak to be set under the Girder in the Passage in *Bell-Yard*, and the Party-Wall mended where decayed by Reason of a Sink; the Story of Stairs leading from the Shop to the Dining-Room to be new; the Floors all to be shoar'd while the Front is pulled down; the Portal going on the Leads to be new, and also the Ballisters on the Leads; a principal Rafter's Foot to be secured by a Base and Shoar; the Shop-Floor to be new laid with whole Deal boarding; to have new Casements to the Back Front, and all the Glafs repaired; the whole House to be new painted inside and outside, and all the Plaistering mended and whitened; the Water Trunks to be new to the Back Front; in underpinning the Party-Walls to needle through the same above the Floor, and Shoar through the Floor to the Mantle-Tree in the Dining-Room, by long shutting Shoars from the Cellars, the Floors to be shoar'd either with Stalps or Stiff-baulks, that the Bricks in pulling down

down the Front may be laid on the Floors to save the Charge and Inconveniency of a Hoard in the Street; the Scantling of the Brestsummer to be 12 Inches by 14 Inches, the Story Posts to be 12 Inches by 7 Inches, the Oaken Plate to be 12 Inches by 7 Inches, and some Cross Pieces to be laid in the Wall before the Plate is laid on: **In Consideration** of which Covenant to said Work and Materials so to be made, provided, done and finished by the said J. L. in and pay for the to the said Messuage, or Tenement and Premises, in Manner as aforesaid, they the said A. T. Repairs.
W. B. and T. B. Do hereby for themselves and for their respective Heirs, Executors and Administrators, covenant, promise and agree, to and with the said J. L. his Executors, Administrators and Assigns, that they the said A. T. W. B. and T. B. their Executors or Administrators, shall and will by equal Proportions, well and truly pay or cause to be paid unto the said J. L. his Executors, Administrators or Assigns, the said Sum of 120*l.* of lawful Money of Great Britain, in Manner as follows, (that is to say,) The Sum of 50*l.* Part thereof, on the 29th Day of September now next ensuing, and the Sum of 70*l.* Residue and in full thereof, within 14 Days next after the said Messuage or Tenement shall be so compleatly repaired and amended in Manner and Form as aforesaid, according to the true Intent and Meaning of these Presents; and that it shall be lawful for the said J. L. to have all the old Materials as shall not be used in repairing the said Premises, to and for his own Use and Benefit. **And** it is hereby mutually agreed between the said Parties, That if any Dispute shall arise between them relating to the Performance of the before mentioned Articles, that then the same shall forthwith be left to the Determination of two indifferent Persons, the one to be named by them the said A. T. W. B. and T. B. and the other by the said J. L. as Arbitrators, or to such Umpire as shall be chosen by the said Arbitrators in Case of their Disagreement; and what Award or Umpirage shall be made and given up in Writing under their Hands and Seals (if so required) shall be final, provided the same be so made within 14 Days next after the said Persons shall be so named and chosen as aforesaid. **And** for the true Performance of such of the Covenants and Agreements herein before contained, which on the Part and Behalf of the said J. L. his, &c. are or ought to be done and performed, according to the true Intent and Meaning of these Presents, he the said J. L. Doth hereby oblige and bind himself, his, &c. to the said A. T. W. B. and T. B. their, &c. in the penal Sum of 200*l.* of, &c. firmly by these Presents: **And** for the true Performance of such of the Covenants and Agreements herein before contained, which on the Part and Behalf of them the said A. T. W. B. and T. B. their, &c. are to be paid and performed according to the true Intent and Meaning hereof, they the said A. T. W. B. and T. B. do hereby oblige and bind themselves, their, &c. unto the said J. L. his, &c. in the like penal Sum of 200*l.* of, &c. firmly by these Presents. **In Witness, &c.**

An Agreement granting Liberty to build an Oven, with a Proviso to pull the same down on Notice for that Purpose given.

Articles, &c. Between J. H. of, &c. and E. C. of, &c.

It is hereby concluded and agreed upon by and between the said Parties as follows: **And first,** the said J. H. for himself doth promise and agree to and with the said E. C. by these Presents, that he the said J. H. shall and will permit, suffer and give free Liberty and Permission (as far as in him is) to him the said E. C. to build, erect and set up one Oven, &c. adjoining to the Dwelling-house of the said E. C. to contain the Dimensions following, viz. 5 Feet 6 Inches in Length, from the outside of the Wall of the said Dwelling-house of the said E. C. into the Court in Breadth 7 Feet, and in Height from the Ground 7 Feet 6 Inches; **To have, hold and enjoy** the same for and during the Term and Space of two Years from the Day of the Date hereof, (if the said E. C. shall so long live) without the Hindrance or Molestation of him the said J. H. **Provided always,** that if at any Time hereafter the said J. H. his Executors, Administrators or Assigns, shall make a Door out of the Back Shop of him the said J. H. into the said Court, that then he the said E. C. shall and will within the Space of three Months next after such Notice thereof to him given by the said J. H. his, &c. in Writing, pull down, take and carry away the Oven and the Bricks, and the Rubbish and the Materials thereof; or if the said Oven shall prejudice or annoy him or them, or their Dwelling-house, that then he the said E. C. shall and will within the Space of three Months next after Notice or Warning of such Annoyance, &c.

Agreement

Agreement to keep the Garden and the Pales, &c. in a Square in Repair.

Articles, &c. Between G. N. of Chelsea in the County of Middlesex, Gardener, of the one Part, and the Right Honourable J. Earl of L. and A. B. of, &c. C. D. of, &c. and E. F. of, &c. all Owners, or Proprietors or Inhabitants of L. Square, as well in Behalf of themselves, as on Behalf of such other Owners or Proprietors of Houses, Shops or Tenements, in or near the said Square or Garden, as now have or hereafter shall become Parties hereunto, by Sealing and Delivery hereof, in order to intitule themselves to the Benefit of the Covenants and Agreements from and herein after contained, on the Part of the said G. N. of the other Part, as follows, viz.

Whereas the said G. N. hath lately compleated, and in due Order finished, in all Respects, to the Satisfaction and Approbation of the said Earl, and Persons Inhabitants or Owners, a Garden in L. Square, in which he hath made Walks, Grass-Plats and Borders, and hath therein planted Trees, set Flowers and other Things proper and ornamental for the said Garden: **And whereas** for keeping and preserving the said Garden and Square in good Order, the said G. N. has been approved by the said Earl, and the said A. B. C. D. and E. F. and as many others of the Parties hereunto, as on the Day of the Date hereof have executed the same, the said G. N. has been approved of for the Gardener to look after and take Care of the said Garden and Appurtenances thereunto belonging during the said Term: **Now these Presents witness,** That for and in Consideration of the several Sums of Money to be subscribed for as after is mentioned, making in the Whole the yearly Sum of — he the said G. N. doth by these Presents for himself, his Executors, Administrators and Assigns, covenant, promise and agree, to and with the said Earl, and the said A. B. C. D. and E. F. their Executors and Assigns, as well on Behalf of themselves, their Executors and Assigns, as on the Behalf of such other Person and Persons as now or at any Time hereafter shall become Parties and intituled unto the Benefit of the Covenants herein contained from the said G. N. in Manner following, that is to say, That he the said G. N. his, &c. shall and will during the Term of — if he shall so long live, at his and their Costs and Charges from Time to Time, and at all Times, as often as any of the Trees, Plants or Flowers now growing, or that during the said Term shall be planted by the said G. N. or his Assigns, in or belonging to the said Square or Garden, shall happen to die, decay or perish, shall and will plant, put and set, or cause to be planted, put and set, others of as good Kind, Nature and Quality in their Room, Place and Stead, as those that shall so die, decay or perish; and also shall and will, at his and their like Costs and Charges, from Time to Time, and at all Times during the said Term, nourish, prune, preserve, and in all Respects Gardener-like keep the said Trees, Plants and Flowers now growing or being, or which at any Time or Times hereafter during the said Term shall be planted by the said G. N. or his Assigns, in, upon or belonging to the said Square or Garden, or any Part thereof; and also when and as often as shall be proper and requisite, shall well and sufficiently mow, cut and order the said Plats in the said Square or Garden in all Respects, according to the best Skill, Judgment and Understanding; and also from Time to Time, and at all Times during the said Term, shall and will well and sufficiently maintain, preserve and keep all the Walks in or to the said Garden belonging with good and fine Gravel; and shall, as often as needful and requisite, new dig up the said Gravel Walks, and new gravel, or turn, spread and roll the same, in such handsome and decent Manner as proper and usual in such Cases; And further, that he the said G. N. or his Assigns, shall and will from Time to Time, and at all Times during the said Term, as often as Need shall require, at his and their like Costs and Charges, well and sufficiently support, uphold, preserve, repair, maintain, weed, cleanse and keep all the Walks and Borders in the said Garden; as also the Brick, Rail or Pale, Gate-work, Drains and Gutters to the said Square or Garden belonging, with good Brick, Rails, or Pales and Gates, and the same Rails, or Pales and Gates, shall as often as requisite well and handsomely paint, and also keep good Locks to the said Gates; and for better Preservation of the Brick-work or Fence about the said Square or Garden from Damage by Coaches, Carts or Carriages during the said Term, shall and will at all Times, as Occasion shall require, at his and their like Costs and Charges, affix and set good and substantial Wooden Spurs and Posts round the Brick-work of the said Square or Garden, and shall so maintain and keep the same during the said Term; and that at the End of the said Term of — Years he the said G. N. his Executors or Assigns, the said Square or Garden, with the Trees, Plants, Flowers, Grass-Plats, Borders, Gravel-walks, Gutters, Gates, Pales, Brick-work

work and Wooden Spurs thereto belonging, in all Respects planted, stocked, gravelled, cleaned, railed, supported and kept in Manner as aforesaid, and in better Plight and Condition than the same now are or is, shall and will peaceably and quietly leave and yield up the same unto the said Inhabitants, their Executors or Assigns; **Provided always**, and it is the true Intent and Meaning of these Presents, that the said G. N. his Executors or Assigns, shall not at his or their Expence or Charge be liable or answerable to make good or repair the Damage or Mischief, that during the said Term shall happen or be done to the said Garden and Premises (covenanted to be kept as aforesaid) by the wilful Act or Default of any the Persons that now are, or that for the Time being shall be intitled to the Benefit of the Covenants herein contained on the Behalf of the said G. N. or by the wilful Act or Default of any Child or Children, Lodger or Lodgers, Servant or Servants of any the present or future Parties hereunto; but in Case of such wilful Damage or Mischief, such Party or Parties, who (or whose Child or Children, Lodger or Lodger, Servant or Servants) shall do the same, shall be at the Expence of making good and repairing such Damage or Mischief. And the said G. N. for himself, &c. doth further covenant, &c. to and with, &c. that it shall and may be lawful to and for the said Earl, and to and for the several Inhabitants, their Executors and Assigns, and to and for their Children, Friends, Lodgers, Servants and Family, at all seasonable Times, to walk, pass and go into and from the said Garden or Square at their free Wills and Pleasure; provided nevertheless, and so as they or any of them do not (to apparent Damage) in any Manner of wise pull, tear, prejudice or spoil any of the Trees, Plants, Flowers or Roots, now or hereafter to be standing, growing, being or belonging to the said Square or Garden during the said Term. And for the true Performance of all the before written Covenants and Premises, he the said G. N. in Consideration of such yearly Sum to be paid him as after mentioned, doth hereby oblige himself, his Heirs, Executors and Administrators, unto the said A. B. and C. (in Trust nevertheless, and to and for the Benefit of all the Persons that now are or shall become Parties hereunto as aforesaid, proportionably, and according to their respective Subscriptions) in the penal Sum of — of, &c. firmly by these Presents; and the said Earl for himself, his Heirs and Assigns, and also each and every of the several and respective Persons, who have hereunder wrote, or shall hereafter write their Names, affix their Seals, and against such respective Seals have subscribed such yearly Sum in Manner as under-written, and who shall duly execute these Presents, in Consideration of the Premises, do hereby for themselves severally and respectively, and not jointly, nor one for the other, but each for himself and for his own respective Heirs, Executors, Administrators and Assigns only, covenant, promise and agree, to and with the said G. N. his Executors, Administrators and Assigns, by these Presents, that each and every one of them respectively executing these Presents, and subscribing such yearly Sum against such their respective Names and Seals, in such Manner as is hereunder written, set and fixed, shall and will yearly and every Year during the said Term of — Years, in Case the said G. N. so long live, well and truly pay or cause to be paid, on the — Day of — yearly, unto the said G. N. his Executors or Assigns, all and every such respective yearly Sums so respectively to be subscribed (amounting in the Whole to the said yearly Sum of —) and that without any Manner of Deduction or Abatement whatsoever, according to the true Intent and Meaning of these Presents; the first Payment of each Party so subscribing to be made on the — Day next after each Party's respectively subscribing: And for the true Payment of the said several Sums so to be subscribed on the Day and Manner aforesaid, the said Earl, and each of the Parties so subscribing, do by these Presents respectively bind themselves, their Heirs, Executors and Administrators, unto the said G. N. his Executors and Assigns, in the penal Sum of — of like Money, firmly by these Presents. **And lastly**, it is hereby agreed by the said Earl A. B. C. D. E. F. and all the other Parties to these Presents, to and with the said G. N. that if Default shall be made by any the Parties hereunto in Payment of the Sums respectively subscribed for by them by the Space of — after any such Payment shall become due; and if the said G. N. shall not (within the Space of — from such Default of Payment) from some other Person or Persons of the Parties to these Articles, receive and be paid what any of the Parties shall have made Default in Payment of; then if the said G. N. shall give Notice in Writing to the said Earl, A. B. C. D. E. F. or any two of them, or to the Survivor of them, his Executors or Administrators, of his being desirous to discontinue and leave taking Care of the said Garden, then and in that Case, upon — Notice thereof, the said G. N. shall be at Liberty so to do; and from the Expiration of such Notice shall be excused and discharged from, and no ways be answerable for or in Respect of the Premises by Virtue of the Covenants therein contained. **In Witness, &c.**

An Agreement to indemnify a Person, who had employed a Bricklayer to build a House, from being charged with other Workmens Bills.

Whereas T. L. Bricklayer, hath begun and proposed building and finishing an House in W. Street, for or on Account of *Knightly D'Anvers*, the said T. L. not only doing the Brick-work thereof, but also finding and providing all Materials, and paying all Workmen concerned therein, so long as the said *Knightly D'Anvers* shall think fit to imploy the said T. L. the said *Knightly D'Anvers* from Time to Time, when and as the said T. L. shall deliver Bills, paying him the said T. L. ready Money for what shall then have been done: **N**ow we whose Names are hereunto subscribed, being Persons that have been, or are intended to be imployed by the said T. L. to find Materials, or do Work in and about the House, Walls or Garden thereto belonging, do hereby severally acknowledge and declare, that we have found, and shall find such Materials, and have done, or shall do such Work, upon the Credit of the said T. L. only, and not on the Credit of the said *Knightly D'Anvers*; and that we do accept the said T. L. for our Pay-master, and will not at any Time hereafter expect, ask or demand any Thing of or from the said *Knightly D'Anvers*, his Executors or Administrators, for, by Reason or on Account of what we have done or found, or shall severally do or find in or about the Premises as aforesaid.

J. C. Saffmaker.

M. R. Slater and Plaisterer.

T. G. Digger.

P. C. Plumber.

T. C. Carpenter.

J. R. Painter.

I. G. Maſon.

S. J. W. Brick-maker. W. W. Glazier, &c.

For performing Bricklayers and Tylers Work in building a House.

Agreed, &c. Between A. K. of the one Part, and W. B. of the other Part, as followeth, (that is say;)

The said W. B. for the Considerations here under mentioned, doth for himself, his Executors and Administrators, covenant, promise and agree, to and with the said A. K. his Executors, Administrators and Assigns, as followeth, (that is to say) That he the said W. B. his Executors, Administrators, Workmen, Servants or Assigns, in sufficient and Workman-like Manner at his and their own Charges, with the Materials to be for that Purpose provided by the said A. K. shall and will do and perform all the Work and Workmanship belonging to the Bricklayer and Tyler, in and about the Erecting and Building of one good and substantial new Messuage or Tenement, in the Room and Place whereon lately stood a certain Messuage or Tenement belonging to the said A. K. late in the Occupation of J. L. situate, &c. and will build the same in such Manner, and such Thickness of Walls, Height or Stories, and such and so many Lights, Chimnies and Conveniencies, and in such Manner, and will do and perform such Ornamental Work about the said Building, as the said A. K. his Executors or Assigns shall order and direct; and that he the said W. B. will use his utmost Care in Working up the said A. K.'s Materials for the said Building to the most Advantage, and will also pay and discharge all his said Workmen and Servants to be imployed in and about the same; and will compleatly finish all the said Work and Workmanship belonging to the Bricklayer and Tyler for Building the said intended Messuage, on or before the, &c. next ensuing the Date hereof; **I**n Consideration of which said Works so to be done and performed as aforesaid, he the said A. K. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said W. B. his Executors, Administrators and Assigns by these Presents, that he the said A. K. his Executors, Administrators and Assigns, shall and will truly pay or cause to be paid unto the said W. B. his Executors, Administrators and Assigns, for all such Work which shall be by him and them done and performed in and about the said Building (Ornamental Work excepted,) at and after the Rate of — of lawful, &c. per Rod, for every Rod which the said Work shall Measure, accounting — Foot Square for every Rod, and — of like Money in full for all the said Ornamental Work so to be done and performed as aforesaid, and will pay all the said Money in Manner following, viz. &c. **I**n Witness, &c.

For making of Bricks (to be made at a certain Place, and delivered at a certain Time) towards finishing of Buildings.

Articles of Agreement indented, &c. Between J. W. of, &c. of the one Part, and E. H. of, &c. of the other Part, viz.

THE said E. H. for the Considerations here under mentioned, doth hereby for himself, ^{Covenant to make Bricks.} his Executors and Administrators, covenant, contract and agree, to and with the said J. W. his Executors, Administrators and Assigns, as followeth, viz. That he the said E. H. his Executors, Administrators, Servants, Workmen or Assigns, shall and will within the Space of seven Months, to be accounted from the Date hereof, at his and their own proper Costs and Charges, and with good and sufficient Materials, make, or cause to be made in the Parish of, &c. for the said J. W. of good, hard, well burnt and lawful Bricks, to be all of them full four Inches broad, full eight Inches three Fourths long, and full two Inches and a Half thick when burnt off, and at his and their like Charge deliver or cause the same to be delivered by such Parcels and Quantities from Time to Time at the House of the said J. W. at, &c. as the same shall be demanded, or Occasion shall require, for carrying on his Building there; **In Consideration** whereof the said J. W. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said E. H. his Executors, Administrators and Assigns, that he the said J. W. his Executors, Administrators or Assigns, shall ^{Covenant to find a Place to dig the Earth for and make the Bricks upon, and to pay for the Making.} and will provide the Ground and Place wherein to dig the Earth for, and to make the said Bricks upon, and also truly pay or cause to be paid unto the said E. H. his Executors, Administrators or Assigns, 12 s. for every 1000 of the said Bricks to be made and delivered as aforesaid, viz. — Part thereof, after the said E. H. has dug three Weeks in the Ground towards making the said Bricks, and upon the said E. H. and his Son E. H. Jun. giving their Security by Bond for the same, till the Value thereof shall be delivered of the said Bricks, to or for the said J. W. as aforesaid, and after the Value of the said — shall be so delivered in as aforesaid, then he and they shall and will pay all the Remainder of the said Money to grow due as aforesaid, as the Residue of the said Quantity of Bricks shall be delivered in from Time to Time; and if after the said Quantities shall be so delivered, J. H. Bricklayer, and J. D. Carpenter, the Workmen of the said J. W. shall judge and declare the said Bricks to be *bona fide* worth of their Goodness, 12 s. per 1000, above the Sum before agreed and mentioned; then he the said J. W. shall and will further pay the said E. H. the said 12 s. per 1000 for every 1000 of the said Bricks above the said 12 s. per 1000 to be paid as aforesaid, when all the said Quantity shall be made and delivered according to the true Meaning of these Presents. (*Penalties.*) **In Witness,** &c.

Agreement between a Master Shipwright and his Workmen for building a new Ship, pursuant to Articles of Agreement between the Master Shipwright and the Merchant or Owner.

Agreed the, &c. Between H. C. of — and R. S. of — and W. M. of —, of the one Part, and J. S. of, &c. of the other Part, as followeth; to wit,

WHEREAS the said S. S. by Articles of Agreement, dated, &c. hath contracted and ^{Recital of the Agreement between the Merchant and Master Carpenter. Workmens Covenant.} agreed with T. C. of, &c. for Building the Hull or Body of a new Ship or Vessel at his Yard in R. aforesaid, to be of the Dimensions, and in Manner as in the said Articles is mentioned, and to launch the said Ship into the River of — on or before the last Spring-Tide, in the Month of — next ensuing the Date hereof: **Now these Presents witness,** That the said H. C. R. S. and W. M. for themselves, their Executors and Administrators jointly and severally, do hereby covenant, promise and agree, to and with the said J. S. his Executors, Administrators and Assigns, that they the said H. C. R. S. and W. M. their Executors or Administrators, for the Considerations here under mentioned, with Timber, Plank, and other Materials, to be provided by and at the Charge of the said J. S. at his Yard in R. aforesaid, shall and will do and perform, or cause and procure the Shipwrights Work and Workmanship, which according to the said recited Articles is and ought to be done, for the Building and finishing the said Hull of the said Ship, to be done and performed in good, substantial and Workman-like Manner, to the Content and good Liking of the said J. S. and as he the said J. S. or his Assigns, shall from Time to Time direct and appoint, and shall and will launch the said Ship into the River of —, on or before the last Spring-Tide in the Month of — next ensuing

Master's
Covenant.

insuing the Date hereof, and clear the Launch wherein the said Ship shall be built, immediately after Launching thereof. **In Consideration** of which said Work and Workmanship so to be done and performed as aforesaid, the said J. S. for himself, his Executors and Administrators, doth hereby covenant, promise and agree, to and with the said H. C. R. S. and W. M. their Executors, Administrators and Assigns, jointly and severally, that he the said J. S. his Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said H. C. R. S. and W. M. their Executors, Administrators or Assigns, some or one of them, at and after the Rate of, *£c. per Tun* for every Tun, for which he the said J. S. his Executors or Administrators, shall be paid by the said T. C. according to the said Articles, and shall and will pay a proportionable Part of the said Money, from Time to Time as the said Work shall be performed, and all the Residue of the said Money which shall grow due as aforesaid, and also the further Sum of —, over and above the said Money to grow due as aforesaid, within, *£c.* after Launching the said Ship. **In Witness, &c.**

Agreement for Sale of several Parts of a Ship and painting the same, and that the Purchaser will accept a Bargain and Sale of the Remaining Parts at such a Price, if executed by such a Time.

Agreed the, *£c.* Between T. M. of —, of the one Part, and T. B. of —, of the other Part, as follows, *viz.*

THE said T. M. doth hereby covenant and agree for himself, his Executors and Administrators, to and with the said T. B. his Executors and Assigns, that upon Payment of the Sum of — *l.* of lawful, *£c.* by the said T. B. to him the said T. M. as here under is mentioned, and in Consideration thereof, he the said T. M. his Executors or Administrators, shall and will on the, *£c.* next insuing the Date hereof, seal, execute and deliver unto, or to the Use of the said T. B. his Executors and Assigns, at the Dwelling-House of — in, *£c.* a Bill of Sale sufficient in the Law of — Parts of and in all that good Ship or Vessel called the F. of the Burthen of about — Tons, now at Anchor in the River of — whereof T. was late Master, and of all the Masts, Sails, Sail-Yards, Anchors, Cables, Ropes, Furniture, and other Appurtenances and Things to the said Ship or Vessel belonging, with a Covenant or Warranty therein to be contained, that the said — Parts of the said Ship or Vessel, are free of all Debts and Estates, and Incumbrances done by him the said T. M. or any claiming under him; **And** will deliver the actual Possession of the said Ship to the said T. B. his Executors or Assigns, immediately upon Payment of — *l.* Part of the said — *l.* as hereunder is mentioned; **And** also that he the said T. M. will at his own Charge paint the said Ship; **And** the said T. B. doth for himself, his Executors and Administrators, hereby covenant and agree to and with the said T. M. his Executors and Assigns, that he the said T. B. his Heirs, Executors or Administrators, shall and will at the Place aforesaid pay the said Sum of — *l.* for the Purchase of the said — Parts of the said Ship or Vessel as followeth, *viz. £c. (so much on such a Time,)* and will also accept of the said Sale of the said — Parts of the said Ship as aforesaid; **And** the said T. B. doth also covenant and agree, to and with the said T. M. that if the said T. M. shall on or before the said, *£c.* next, seal, execute and deliver to him or for his Use, a Bill of Sale sufficient in the Law, of the remaining — Parts of the said Ship with her Appurtenances, he the said T. B. will accept thereof, and at the same Time pay to the said T. M. the Sum of — *l.* for the said — Parts thereof; **And** it is further agreed, That if any Accident, Loss, Damage or Casualty shall happen, to or of the said Ship or Vessel, or any the Appurtenances or Things thereto belonging, at any Time after the said, *£c.* now Instant, and Delivery of Possession as aforesaid, the said T. B. is to bear, and shall and will stand to and bear the same, and will notwithstanding pay the said T. M. the said Remaining Sum of — *l.* on the, *£c.* next as aforesaid. (*A Penalty may be added.*) **In Witness, &c.**

Agreement for Sale of a new Ship, and for finishing the Hull and Launching the same, &c. from the Shipwright to the Purchaser.

Articles of Agreement indented, *£c.* Between J. T. of the one Part, and J. J. of —, of the other Part, as follows, to wit;

Agreement to
sell.

THE said J. T. for the Consideration, and at the Price to be paid to him by the said J. J. as hereafter is expressed, doth hereby agree to sell unto the said J. J. the Hull or Body

Body of a new Ship or Vessel, lately built by the said *J. T.* at his own Charge, and now in his Dock at *R.* aforesaid, computed to be of the Burthen of — Tons, be the same more or less; And the said *J. T.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *J. J.* his Executors, Administrators and Assigns, ^{Covenant to} that he the said *J. T.* his Executors, Administrators, Workmen, Servants or Assigns, shall ^{finish the Hull,} and will at his and their own Charge, in substantial and Workman-like Manner, do and perform the several Works in and about the said Hull of the said Ship, as follows; that is to say, *&c.* (*here insert the Works,*) and will find and provide a compleat Suit of Masts and Yards fitting for such a Ship, and will likewise do and perform all Joyners Work, Painters Work, Glaziers Work, Plumbers Work and all other Works for the compleat finishing the said Hull or Body of the said Ship, according to the Custom of the Shipwrights of the River of *Thames*, and will launch and launch it, her into the River of *Thames*, and deliver her safe unto the said *J. J.* his Executors, Administrators or Assigns, on or before the, *&c.* **In Consideration**, and for the Purchase of which said Hull or Body of the said Ship so agreed to be sold, and of the several Works and Things to be done and performed as aforesaid, the said *J. J.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *J. T.* his Executors, Administrators and Assigns by these Presents, that he the said *J. T.* his Executors, Administrators or Assigns, shall and will truly pay, or cause to be paid, unto the said *J. T.* his Executors, Administrators or Assigns, so much lawful Money of, *&c.* as the said Ship at and after the Rate of, *&c.* *per* Ton for every Ton, and proportionably for a lesser Quantity than a Ton shall amount unto upon Admeasurement thereof, according to the Rule and Custom of the Shipwrights of the River of *Thames*, in Manner following, *viz.* — *l.* Part thereof, on the, *&c.* he the said *J. T.* his Executors or Administrators, then and at the same Time, or any Time sooner, at the Request of the said *J. J.* his Executors or Assigns, Executing and Delivering a sufficient Bill of Sale of the said Hull of the said Ship, with her Masts, Yards and Appurtenances, unto the said *J. J.* his Executors, Administrators or Assigns, or to such other Person or Persons, as he or they shall order and appoint. *Penalties.* **In Witness, &c.**

^{Covenant to}
pay the Purchase-Money
in Proportion
to the Quantity,
on delivering a Bill
of Sale.

To go, set up, and build a Barge beyond Sea.

Agreed the, *&c.* **Between** *W. H.* of, *&c.* of the one Part, and *J. L.* of, *&c.* of the other Part, as followeth, *viz.*

THE said *W. H.* in Consideration of the Sum of — to him in Hand paid by *T. S.* of, *&c.* by the Direction or Procurement of the said *J. L.* at or before the Sealing hereof, on Account and in Part of the Monies to grow due and payable for his Service, as hereunder is mentioned, and which is to be allowed thereout, as hereafter is expressed, whereof he acknowledges the Receipt, and for the further Consideration here under mentioned, he the said *W. H.* doth hereby covenant, promise and agree, to and with the said *J. L.* his Executors and Administrators, That he the said *W. H.* shall and will enter on board such Ship or Vessel as the said *T. S.* shall order and give Notice of, after the Date hereof, and sail in and with the same to *A.* in *R.* and shall there, or at any other Place within the Dominions of —, where he shall be ordered by the Correspondents or Assigns of the said *T. S.* in sufficient and Workman-like Manner, put together and set up all the Materials, Parts and Pieces of or belonging to a certain Barge now framed, built or agreed to be built by the said *J. L.* for the said *T. S.* and which is afterwards to be taken in Pieces and carried to *A.* and there, or elsewhere in —, to be rebuilt and put together, and in substantial and Workman-like Manner, compleatly to be built, and finish the said Barge, with all the Appurtenances to her belonging, and to make her fit for Service, and to launch and deliver her in safety unto the Correspondents or Assigns there of the said *T. S.* And the said *J. L.* for himself, his Executors and Administrators, doth covenant, promise and agree to and with the said *W. H.* his Executors and Assigns, by these Presents, that in Consideration of the Works, Matters and Things so to be done and performed by the said *W. H.* as aforesaid, he the said *J. L.* his Executors and Administrators, or the said *T. S.* his Executors, Correspondents or Assigns, or some of them, shall and will pay and allow, or cause to be paid, unto the said *W. H.* or his Assigns, at and after the Rate of — *per* Week, for so long Time as he shall continue in, and until he shall be discharged from the Service aforesaid, by equal Half-yearly Payments, as followeth, *viz.* The Moiety of each Half-yearly Payment unto *E.* the Wife of the said *W. H.* or such other Person or Persons as he hath or shall order and impower to receive the same in *England*, and the other Moiety of each Half-yearly Payment thereof unto the said *W. H.* or his Assigns, in the *R.* the first of which said Payments both in *England* and *R.* are to begin and to be made at the End of six Months after the said *W. H.* shall enter on board the said Ship for his Transportation to *A.* as aforesaid: Nevertheless,

theless, it is declared and agreed, that the said *T. S.* is to be repaid and allowed the said — l. so by him advanced and paid at the Sealing hereof, as aforesaid, out of the first Half-yearly Payment to grow due as aforesaid, and shall and may, for that Purpose, keep, and retain the same; any Thing aforesaid to the contrary notwithstanding. (*Mutual Penalties may be added*)
In Witness, &c.

An Agreement concerning the Digging and making a River Navigable.

Articles, &c. Between *A.* and *B.* of the one Part, and *C.* of the other Part.

FIRST, The said *A.* and *B.* (for the Considerations hereafter mentioned) **Do** hereby for themselves severally and respectively, and for their several and respective Executors and Administrators, covenant with the said *C.* his Executors, &c. in Manner as follows, *viz.* **That** they the said *A.* and *B.* or one of them, at their own proper Costs and Charges shall and will before the — next, in a good, complete and workman-like Manner, cut, dig, cleanse and make navigable, the River running from *G. J.* Bridge to *B.* in the County of *E.* for the full Length of 300 Rods, in Manner as follows, (*viz.*) The Top Edge or Brink of the said River, from the said Bridge, and for the Length aforesaid, shall be from Side to Side at least 26 Feet; and the said River at the Bottom thereof, from the said Bridge and for the Length aforesaid, shall be at least 16 Feet wide; and to at least five Feet deep at every middling Nip-Tide; **And that** the said *A.* and *B.* or one of them at their like Charge, within the Time aforesaid, shall and will, with Part of the Earth or Soil which shall be dug in making the said River navigable, fill up and stop, in a good and proper Manner, the old River there now running from the said Bridge; **And also** shall and will, at their like Charge, within the Time aforesaid, carry and lay other Part of the said Earth and Soil which shall be dug near the said Bridge, upon a Piece of waste Ground there, where a Wharf is intended to be made, at two Rods and a Half from the Side of the said intended navigable River; **And also** shall and will throw and lay the Residue of the said Earth and Soil to be so dug as aforesaid, at least four Feet and a Half from the Edge or Brink of the said intended navigable River, on which Side thereof the same shall be thought most convenient: **In Consideration** of which said River to be compleatly dug and made navigable, by them the said *A.* and *B.* and of their carrying, laying and throwing the Earth thereof, at their Charge, within the Time and in Manner aforesaid, **He** the said *C.* for himself, his Heirs, Executors and Administrators, **Doth** hereby covenant to and with them the said *A.* and *B.* their Executors, Administrators and Assigns, in Manner as follows, (*viz.*) That he the said *C.* his Executors, &c. shall and will well and truly pay, or cause to be paid, unto them the said *A.* and *B.* their Executors, &c. on or before the said — Day of —, the Sum of 20*s.* of, &c. for every Rod which shall be by them so cut, dug and cleansed, for the making the said intended River navigable in Manner as aforesaid; **And also** that he the said *C.* at his Charge, shall and will forthwith provide and deliver to them the said *A.* and *B.* or one of them, 20 new, strong, stout, good Elm Planks, and 90 Deal Boards, to be by them used for and towards making the said River navigable, and for doing and performing the other Works aforesaid; **And lastly,** For the true Performance of the several and respective Covenants and Agreements herein before contained, on the Parts of each of them the said *A.* *B.* and *C.* to be done and performed, in Manner as aforesaid, they the said *A.* *B.* and *C.* do hereby bind themselves unto each other, and to the respective Executors, Administrators and Assigns of each other, in the penal Sum of 200*l.* a piece, of, &c. firmly by these Presents. **In Witness, &c.**

For an Indian Servant to serve another Person to dive to recover a Wreck, and do other Business, at — per Week.

Agreed, the, &c. Between *J. H.* of the one Part, and *E. B.* of the other Part, as followeth, *viz.*

THE said *J. H.* in Consideration of — of lawful, &c. to him in Hand paid before Sealing and Delivery hereof, by the said *E. B.* the Receipt whereof he doth hereby acknowledge, and thereof doth acquit and discharge the said *E. B.* and for the further Consideration here-under mentioned, doth for himself, his Executors and Administrators, covenant, promise and agree to and with the said *E. B.* That *T.* his Indian Servant, shall be, remain, continue with and serve the said *E. B.* in his present Undertaking, to recover a Wreck near, &c.

&c. the said *T.* being expert in diving, and in such other Service and Business as the said *E. B.* shall think fit to employ him, for the Term of — Weeks, to begin and to be accounted from the, *&c.* and after the Expiration of the said — Weeks, for such further Time and Term as the said *E. B.* shall have Occasion to employ him: **And** the said *E. B.* for himself, his Executors and Administrators, doth covenant and agree to and with the said *J. H.* his Executors and Administrators, That he the said *E. B.* his Executors and Administrators, shall and will pay and allow unto the said *J. H.* the Sum of — *per* Week for every Week the said *T.* his Servant shall continue with and serve the said *T. B.* after the End of the said — Weeks; and will likewise find and provide the said *T.* at such Time as he shall serve and be with him, Meat, Drink, Washing and Lodging. **In Witness, &c.**

An Agreement to engrave a Set of Cuts for a Book.

Articles. &c. Between, &c.

FIRST, He the said *B.* (in Consideration of the Sum of 6*l.* 6*s.* to be paid to him for engraving of every King's and Queen's Effigy by the said *B.* as herein after is mentioned) **Doth** for himself, his Executors and Administrators, covenant with the said *A.* his Executors, Administrators and Assigns, by these Presents, in Manner as follows, (*viz.*) That he the said *B.* at his own Costs and Charges, shall find and provide — good and proper Copper Plates, and engrave, or cause to be well engraved, on every of the said Copper Plates, the Effigy of every King and Queen that has reigned in and been the Sole Monarch of the Kingdom of *England*, or of *Great Britain*, from — to the Date hereof; To the Intent the same may be printed by him the said *A.* and be by him placed or affixed at the Beginning of the Reign of every such King or Queen, in a certain History of *England* now printing by him, intituled, *&c.* **And also** that he the said *B.* shall and will, in a workman-like Manner perform, compleat, finish and deliver every such Effigy unto him the said *A.* or his Order, within 14 Days next after every Notice shall be given by the said *A.* for that Purpose. The first of which Effigies to be engraved, being that of —, shall be so done and delivered by him the said *B.* to the said *A.* within 14 Days next after the Day of the Date hereof. **In Consideration** of which said several Effigies to be so engraved, finished and delivered by the said *B.* to the said *A.* in Manner as aforesaid, he the said *A.* for himself, his Executors and Administrators, **Doth** covenant with the said *B.* his Executors, Administrators and Assigns, by, *&c.* That he the said *A.* or his Assigns, shall and will well and truly pay, or cause to be paid, unto the said *B.* immediately upon his Delivery of every such King or Queen's Effigy, as aforesaid, the Sum of 6*l.* 6*s.* of, *&c.* without any Abatement whatsoever. **And** lastly, for the true Performace, *&c.* (*A Penalty.*) **In Witness, &c.**

For making a Quantity of Shoes.

Agreed the, &c. Between *J. W.* of the one Part, and *P. D.* of the other Part, as followeth, *viz.*

THE said *J. W.* for the Consideration here-under mentioned, doth hereby covenant and agree for himself, his Executors and Administrators, to and with the said *P. D.* his Executors and Assigns, That he the said *J. W.* his Executors or Assigns, shall and will at his and their own Charge, make, or cause to be made and provided, for the said *P. D.* — Pairs of Men's Shoes, to be all of the same Sorts of Leather and Goodness, according to the Pattern for that Purpose made and agreed upon between the said Parties, and to make the said Shoes from 10 to 13 Sizes, and to deliver the same at his own like Charge to the said *P. D.* at, *&c.* within two Kalendar Months from the Date hereof: **In Consideration** whereof, the said *P. D.* for himself, his Executors and Administrators, doth covenant and agree to and with the said *J. W.* his Executors and Assigns, truly to pay to him or them so much lawful Money of *Great Britain* as the said Shoes shall amount unto, at and after the Rate and Price of — *per* Pair, and to pay the same after — Months after Delivery of all the said Shoes aforesaid. **And it is agreed**, That if any of the said Shoes shall not be made agreeable to the said Pattern, and for that Reason shall be refused by the said *P. D.* he the said *J. W.* shall and will take back such as shall be so refused, and deliver the said *P. D.* the like Quantity, of the Goodness and Make according to the said Pattern. **In Witness, &c.**

Covenant to pay for them.

Agreement to take back such as are not agreeable to the Pattern, and deliver others.

For keeping a new Chariot in Repair for Seven Years, at ——— 1. per Ann.

Agreed, &c. Between J. N. of, &c. Coachmaker, of the one Part, and R. K. of ———, of the other Part, as followeth, viz.

Whereas the said J. N. in Consideration of the Sum of ——— in Hand paid, and of an old Chariot and Harness delivered to him by the said R. K. whereof the said J. N. doth acknowledge the Receipt, he hath sold to the said R. K. a new Chariot and Harness: **Now these Presents witness,** That for the Considerations hereunder mentioned, he the said J. N. doth for himself, his Executors and Administrators, hereby covenant and agree to and with the said R. K. his Executors, Administrators and Assigns, That he the said J. N. his Executors and Administrators, at his and their own proper Charge to be accounted, on Notice or Request, shall and will from Time to Time, during the Term of Seven Years from the Date hereof, maintain, amend and keep the new Chariot and Harness so sold to the said R. K. in good and handsome Order, Repair and Condition, and will, as often as Occasion shall require, find and provide new Wheels for the said Chariot, with Clouts, Clout-Nails, and Grease for the same, and Oil for the Chariot and Harness, when required, and once in every two Months in the Year, at least, or oftner if required, one of the Servants of the said J. N. shall clean the same Chariot and Harness, and all Things belonging to them, at the said R. K.'s Coach-house in L. And that he the said J. N. will provide the said R. K.'s Coachman with Brushes and Sponges to keep the same clean, and will do all other Works and Things for maintaining and keeping the said Chariot and Harness in such good Order and Repair as aforesaid, during the said Term, except finding and providing new Glasses, if they are at any Time broke by any Accident; or repairing or mending any Hurt or Damage which may happen to the said Chariot by being overturned, or other Violence or Accident; or making good any Thing belonging to it, which may happen to be lost or stole therefrom at any Time, but when the said Chariot or Harness shall be at the House or in the Custody of the said J. N. from which the said J. N. his Executors and Administrators are to be exempted and discharged; **And** that he the said J. N. if required by the said R. K. at any Time during the said Term, will at his like Charge make Steps to the Doors of the said Chariot: **In Consideration** of which said Works and Things to be done as aforesaid, he the said R. K. doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said J. N. his Executors, Administrators and Assigns, That he the said R. K. his Executors and Administrators, shall and will yearly and every Year, during the said Term of Seven Years, truly pay, or cause to be paid, unto the said J. N. his Executors, Administrators or Assigns, the Sum of ——— of lawful, &c. **In Witness, &c.**

Twelfthly, Between several Persons of a Trade, to regulate Measures and other Things relating thereto.

Articles between Glue-men, touching the Size of a Basket for the Measure of Chippings, &c.

Articles, &c. Between J. H. of, &c. and H. B. of, &c. of the one Part, W. W. of, &c. W. H. of, &c. W. M. of, &c. E. R. of, &c. and T. B. of, &c. together with the several other Persons who shall or may duly seal and execute these Presents, of the other Part, as follows.

Whereas the several Persons, Parties to these Presents, have heretofore carried on, and still continue to occupy the Trade and Business of Glue and Size Boilers, and many Disputes and Differences have arisen between them and others of the same Business and Employment, as also between them and the Tanners, Leather-dressers and others, concerning the Size and Bigness of the Measure or Basket made use of in buying and selling the Wet-Pieces, Cuttings or Chippings of Skins, used in the said several Trades or Business as aforesaid; and in order to prevent such Disputes for the future, it was agreed upon by and between the several Parties to these Presents, at a Meeting for that Purpose had on the 18th Day of January instant, that the Basket for the future to be made use of to measure and ascertain the Quantity of such Wet-Pieces, Cuttings or Chippings of Skins, should be of the Size, Content and Dimensions following, (that is to say) Being a round Basket, two Feet Diameter at Top and

and Bottom; in the Middle, or Bulge, two Feet four Inches Diameter; and in Depth from Top to Bottom under the Border, 18 Inches; and of no other Size, Content or Dimension whatsoever: **Now these Presents witness,** That in Pursuance and in Consideration of such Agreement, and the Benefit and Advantage accruing to all the Parties to these Presents thereby, the said *W. W. W. H. W. M. E. R.* and *T. B.* and all and every other Person or Persons whosoever, who shall or may hereafter seal and execute these Presents, do hereby for themselves separately, and for their several and respective Acts and Deeds, Executors and Administrators, covenant, promise, article and agree to and with the said *J. H.* and *H. B.* and each of them, their and each of their Executors and Administrators in Manner following, (that is to say) That they the said *W. W. W. H. W. M. E. R.* and *T. B.* any, or either of them, or any other Person who shall duly execute these Presents, as aforesaid, shall not, nor will at any Time or Times hereafter, by himself, themselves, or any of them, his, their, any or either of their Agents, Factors, Servants or others, buy, sell, contract or agree for, or cause or procure to be bought, sold, contracted or agreed for, either for their own Use or Benefit, or the Use and Benefit of any Person or Persons whomsoever, any Parcel or Quantity of Wet-Pieces, Cuttings or Clippings of Skins whatsoever, so by them used, or to be used as aforesaid, or to any Tanner, Leather-dresser, or other Person, Dealer or Trader whomsoever, by any other Basket or Measure than what is above described and set forth; and that the same shall from henceforth remain and continue, and be the only Standard-size Basket or Measure wherewith to buy, sell and measure such Pieces, Clippings or Cuttings, as aforesaid, without any Inlargement or Diminution thereof, in any Manner howsoever; **And** the said *J. H.* and *H. B.* do hereby for themselves separately, and for their separate and respective Acts, Deeds, Executors and Administrators, covenant, promise, article and agree to and with the said *W. W. W. H. W. M. E. R.* and *T. B.* each and every of them, their and each and every one of their Executors and Administrators, in Manner following, (that is to say,) That they the said *J. H.* and *H. B.* each or either of them, shall not, nor will at any Time or Times hereafter, by themselves, jointly or separately, or by his, their or either of their Agents, Factors, Servants or others, buy, sell, contract or agree for, or cause or procure to be bought, sold, contracted or agreed for, either for their own Use or Benefit, or the Use or Benefit of any Person or Persons whomsoever, any Parcel or Quantity of Wet-Pieces, Cuttings or Clippings of Skins, so by them used, or to be used, as aforesaid, of or to any Tanner, Leather-dresser, or other Person, Dealer or Tradesman whomsoever, by any other Basket or Measure than what is above described and set forth, and that the same shall from henceforth remain, continue, and be the only Standard-size Basket and Measure wherewith to buy, sell and measure such Pieces, Clippings or Cuttings, as aforesaid, without any Inlargement or Diminution thereof in any Manner howsoever. **And further it is agreed** by and between all the Parties to these Presents, That these present Articles of Agreement, and the Covenants herein contained, shall stand, remain, continue and be in full Force, and subject to the Penalty or Sum of 50*l.* hereafter mentioned for every Breach, Non-performance of, or Non-compliance with the Covenants, Articles and Agreements aforesaid, against all and every the Parties to these Presents, for their separate Acts and Deeds, for and during the full Term of Seven Years, or until such Time or Term as the said Parties hereto, or a major Part of them, shall think reasonable and convenient to vacate, dissolve and cancel the same. **And lastly,** the said *J. H.* and *H. B.* for the due and true Performance of all and every the Covenants, Articles and Agreements herein contained, and on their and each of their separate Parts and Behalves to be done, performed and kept, do bind themselves separately, and their and each of their respective Heirs, Executors and Administrators, to the said *W. W. W. H. W. M. E. R.* and *T. B.* and each and every of them, their and each and every of their Executors and Administrators, in the penal Sum of 50*l.* firmly by these Presents. **And** the said *W. W. W. H. W. M. E. R.* and *T. B.* and each and every of them, and all and every other Person and Persons who shall or may hereafter duly seal and execute these present Articles, do, and each and every of them doth, for their and each and every of their due and true Performance of all and every the Covenants, Articles and Agreements herein contained, and on their, and each and every of their separate Parts and Behalves to be done, performed and kept, bind themselves separately, and their and each and every of their separate Heirs, Executors and Administrators, to the said *J. H.* and *H. B.* and each of them, their and each of their Executors and Administrators, in the like penal Sum of 50*l.* firmly by these Presents. **In Witness, &c.**

Thirteenthly, Agreements concerning the Freight of Ships.

For Freight to a Place, between the Master of a Ship and a Merchant.

Agreed, &c. Between *W. M. &c.* Master of the Ship *G. Burthen* about — Tons, now at Anchor, &c. and forthwith bound out on a Voyage to *L.* of the one Part, and *J. J.* of, &c. Merchant, of the other Part, as followeth, (that is to say,)

Covenant to
take in Goods,
&c.

Covenant to
deliver and
receive the
Goods and
pay Freight.

THE said Master, for the Consideration hereunder mentioned, doth hereby for himself, his Executors and Administrators, covenant, promise and agree, to and with the said Merchant, his Executors, Administrators and Assigns, that the said Ship shall with all Expedition be made ready, and provided in all Respects, fitting for such a Ship, and the Voyage aforesaid, and shall receive and take aboard her, for the said Merchant, — (name the Goods) and within — Days after the Date hereof, shall set Sail and depart from — outwards, and Wind and Weather serving, shall sail directly to *L.* and within — Days after her Arrival there, shall unlade and deliver the same unto the Factors or Assigns of the said Merchant, (the Dangers of the Sea, Enemies, and the Restraint of Princes and Rulers always excepted): And the said Merchant for himself, his Executors or Assigns, doth hereby covenant and agree to and with the said Master, his Executors and Assigns, that he the said Merchant, his Executors, Factors or Assigns, shall or will lade or tender the said — (the Goods) to be laden aboard the said Ship, and receive and discharge the same from aboard her at *L.* within the respective Times therefore limited; and will truly pay, or cause to be paid unto the said Master, his Executors or Assigns, for Freight thereof, at and after the Rate of — immediately after a right Discharge and Delivery thereof at *L.* aforesaid, with Primage and Average accustomed, and two third Parts of all Port-Charges to grow due during the said Voyage; the other third Part thereof to be paid by the said Master. (Penalties may be added as usual). In Witness, &c.

Agreement for Freight to a Place between one that has a Charter-Party for a certain Number of Tons to a Merchant for Part of that Number.

Recital of
Charter-Party
to *T. S.*

T. S. agrees
that *J. H.*
shall have
Part of his
Share.

Covenant to
lade and un-
lade at the
Times in the
Charter-Party
and to pay
Freight and
indemnify
T. S.

WHEREAS *R.* of, &c. Master of the good Ship or Vessel called the *S. Burthen* about — Tons, hath by the Charter-Party, dated, &c. let unto *T. S.* of, &c. — Tons of the said Ship's Tonnage, for her intended Voyage to *A.* and thence to *L.* to be laden with — within the Time, and in Manner as in the Charter-Party is mentioned, for which the said *T. S.* is to pay — per Ton for Freight, and Primage and Average, as accustomed; as thereby, Relation being thereunto had, may appear: Now these Presents witness, That the said *T. S.* doth hereby let unto *J. H.* of, &c. Merchant, — Tons of the said — Tons of the said Ship's Tonnage to him letten by the said recited Charty-Party, to be laden with — by the said *J. H.* at the Time, and in Manner, and at the same Rate for Freight, as the said *T. S.* is by the said Charter-Party obliged, and hath thereby covenanted to load and pay for the same: And the said *J. H.* doth therefore hereby covenant and agree for himself, his Executors and Administrators, to and with the said *T. S.* his Executors and Assigns, that he the said *J. H.* his Executors, Factors or Assigns, shall and will at *A.* lade the same — Tons of — aboard the said Ship to him thereby letten, and unlade the same at *L.* within the respective Times limited and appointed by the said Charter-Party; and will pay Freight for the same, and all other Payments to the said Master of the said Ship, his Executors or Assigns, at *L.* and perform all other Matters in Respect thereof, at the same Times, and in Manner as the said Charter-Party is mentioned, and ought to be done and performed by the said *T. S.* and thereof, and therefrom, and from all Actions, Suits, Payments and Damages, by Reason thereof, shall and will discharge and keep harmless the said *T. S.* his Heirs, Executors and Administrators, and every of them. In Witness, &c.

Agreement for Freight of Timber pursuant to an Agreement with the Commissioners of the Navy.

Articles of Agreement indented, &c. Between J. S. of, &c. Merchant, Owner of the several Ships or Vessels here under mentioned, of the one Part, and G. H. of, &c. of the other Part, as followeth, that is to say.

Whereas the said G. H. hath contracted with the Commissioners of his Majesty's Navy, to deliver into his Majesty's Yard at P. a Parcel of Timber of thick Stuff, Plank and Knees, containing about — Loads, on or before the, &c. which will be in the Year, &c. Now the said J. S. for the Considerations here under mentioned, doth hereby for himself, &c. covenant, &c. to and with the said G. H. his, &c. by these Presents, as followeth, that is to say, That the several Ships or Vessels hereafter mentioned, viz. the J. E. C. Master, (and so on as to the Rest) and fitted and ready for Service here under mentioned, shall with all convenient Speed, after the Date hereof, set sail and depart from R. aforesaid, and sail and proceed directly to K. near the City of B. and shall there, &c. and take aboard them severally, all such Timber as the Agents or Assigns of the said G. H. shall lade or tender to be laden aboard each of the said Ships; and being so severally laden, shall set sail and depart from H. aforesaid, and sail and apply directly unto the King's Yard at P. and shall there make a right Discharge and Delivery of their respective Lading unto such Officers of the said Yard, as shall be appointed to receive the same; and that the said Vessels, or such one or more of them as shall be needful, or required by the said G. H. shall with all convenient Speed, after such their Delivery and Discharge at P. aforesaid, sail, go and return to H. as aforesaid, and there receive and take aboard all the Remainder of the said Timber, and being so laden, shall sail to the King's Yard at P. and there make a right Discharge and Delivery thereof as aforesaid, and end and finish their said Service, (the Dangers, &c. always excepted:) **And further,** that neither the Masters of the said several Vessels, or any of the Sailors or Ships Companies belonging to them, or any of them, or any other Person or Persons whatsoever, by their or any of their Order, Means, Privy or Consent, shall or will cut, saw or otherwise prejudice, or suffer to be cut, sawed or prejudiced any Pieces of the said Timber, or any Part thereof for the better Convenience of Stowage, or any other Reason whatsoever, but deliver the same to the Yard at P. aforesaid, intire, and in the same Manner as they were laden and received on board the said Vessels at H. aforesaid: **In Consideration whereof** the said G. H. for himself, &c. doth covenant, &c. to and with the said J. S. his, &c. by these Presents, that he the said G. H. his, &c. shall and will well and truly pay or cause to be paid unto the said J. S. his, &c. or to his or their Order in L. for the Freight or Hire of the said Ships, at and after the Rate of, &c. per Load for every Load of the said Ship's Timber, which shall be delivered at the King's Yard at P. aforesaid, from all or any of the said Ships or Vessels respectively, according as the Timber, which each Vessel shall carry and deliver, shall measure by the usual way of Measurement thereof, by the Officers of the Navy which the said G. H. is to be concluded by; and to pay the Freight to grow due for the said several Ships, within — Days after the Delivery of each Ship respectively: **And** that he the said G. H. his, &c. shall and will, at his and their own Charge, procure Protections for a sufficient Number of Men to sail in the said Ships, during the Time they shall be employed in the said Service. **And it is declared** and agreed between the said Parties, that in case any small Parcel of the said Timber shall at any Time be refused, and not measured by the Officers of the Yard at P. aforesaid, in such case the said J. S. his Executors, Administrators or Assigns, are not to be paid, nor shall or will expect or demand any Freight or Consideration for the Carriage of any such small Parcel of the said Timber, which shall be refused as aforesaid. **And lastly it is declared** and agreed by and between the said Parties, that the said J. S. is to have and shall take the Benefit of the Convoy, which the said G. H. by Agreement with the Commissioners of the Navy, is to have and be allowed, as other Ships in the like Service have, and is usual for the said Service and Voyage. (A Penalty may be added.) **In Witness, &c.**

Recital of G. H.'s Agreement, with the Commissioners of the Navy, to deliver Timber at a certain Place. Covenant for the Ships to set sail from R. to K. and there to take on board Timber and carry the same to the King's Yard, and that some of the Ships shall fetch what Timber remains. And that none of the Ship's Crew shall cut or prejudice the Timber, but deliver it as it was received. Covenant to pay for the Freight. That G. H. shall procure Protections for a sufficient Number of Sailors. Declaration, that if any small Parcel of Timber be refused to be measured, no Freight of it shall be paid, and that J. S. is to have a Convoy.

Agreement for Freight of Goods to a Place, and the Master to sell them for the Purchase of other Goods which he is to bring Home.

THIS Indenture made, &c. Between R. &c. Master of the good Ship or Vessel called the P. Burthen about — Tons, now at, &c. bound out on a Voyage to O. and thence to return to the Port of L. of the one Part, and A. of, &c. of the other Part, **Witnesseth,**

Tonnage let.

Covenant that
the Master
will receive
Goods on
board, and
dispose thereof
on his Arrival
at C. for other
Goods which
he shall take
on board and
deliver to the
Merchant at
L.

Covenant that
the Merchant
will pay
Freight.

Witnesseth, That the said Master, for the Considerations hereafter mentioned, doth hereby let unto the said Merchant Tonnage in the said Ship, for her intended Voyage, and the said Merchant hath hired the same as here under is mentioned: **And thereupon** the said Master doth hereby for himself, his Executors, Administrators and Assigns, covenant and agree to and with the said Merchant, his Executors, Administrators and Assigns, that the said Master shall and will receive on board the said Ship, all such Goods as the said Merchant shall lade, or tender to be laden aboard her outwards, before the said Ship's Departure from G. outwards, not exceeding — Tons of the said Ship's Tonnage; and that the said Master will, on the said Ship's Arrival at C. aforesaid, sell and dispose of the said Goods, which the said Merchant shall so lade on board the said Ship, in the Purchasing and Buying of — for the said Merchant, or as much as can be bought and purchased for the said Goods, or otherwise in the Purchasing of — if no — can be gotten according to the Orders of the said Merchant, and for his most Advantage, to the best of the Skill and Judgment of the said Master; and that the said Master will take and lade aboard the said Ship at O. aforesaid, all such — or — which shall be so bought and purchased with or for the said Goods, which shall be laden aboard the said Ship, by the said Merchant outwards, as aforesaid, within the Time of the said Ship's Stay at O. aforesaid, and within — Days after the said Ship's Arrival at L. shall and will deliver, or cause all the said — and — to be purchased, and laden on board the said Ship as aforesaid, to be delivered to the said Merchant, his Executors or Assigns, (Wind and Weather, &c.) **And** the said Merchant, for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree to and with the said Master, his Executors, Administrators and Assigns, that he the said Merchant, his Executors or Administrators, shall and will, well and truly pay, or cause to be paid unto the said Master, his Executors or Assigns, Freight for all such Goods, which shall be bought and purchased with the said Merchant's outward Goods, and laden on board the said Ship, and delivered to the said Merchant, in the River of Thames, at and after the Rates following, viz. at and after the Rate of — l. of lawful, &c. per Ton, for every Ton of Orbelia Weed, and at and after the Rate of — of like lawful Money per Ton, for every Ton of —, which the said Ship shall import, and deliver to the said Merchant, his Executors or Assigns, at the Port of L. and proportionably for a lesser Quantity than a Ton, accounting 2000 Weight neat, at the King's Beam at the Custom-house, L. to a Ton; and of two Pipes, or four Hogheads to the Ton, and will pay the said Monies, to grow due as aforesaid, &c. (Penalty.) **In Witness, &c.**

Agreement for Freight, if the Merchant procures the Master a Pass-port, and to seal a Charter-Party.

Agreed the, &c. **Between** J. P. of, &c. Master of the good Ship or Vessel called the P. Burthen about — Tons, now at Anchor in the River of T. of the one Part, and R. R. of, &c. Merchant, of the other Part, as followeth, viz.

The said J. P. for himself, his Executors and Administrators, in Consideration of the Freight here under mentioned, **Doth** hereby covenant and agree, to and with the said R. R. his Executors, Administrators and Assigns, that if on or before the, &c. the said R. R. shall and do procure and deliver to the said J. P. a Passport for the said Ship to sail to, &c. and back to L. without being taken by the French Privateers, or Men of War, that then, and in such case he the said J. P. shall immediately thereupon let to the said R. R. and such other Merchants as the said R. R. shall name, such Parts of the said Ship's Tonnage, as he shall order and appoint for a Voyage to be made with her to A. and back to L. and that in such case the said Ship shall be sufficiently fitted and provided, and shall carry — Guns and — Men, and shall receive on board her, such Goods as the said Merchant shall lade outwards; and with the first Opportunity of Wind and Weather after the, &c. now next, shall sail from G. for A. aforesaid, and take in for the said Freighters her Lading of, &c. according to their Proportions of her Tonnage, and stay there — Days, and with the first fair Wind afterwards sail and return to L. and deliver her said Lading, at the Rate of — Sterling per Ton, for, &c. and — per Ton for Primage, and Cap-loggen upon all the said Goods; and the Freighters to pay two third Parts of all Port Charges; and to account of — Goods — to the Ton, and of all other Goods — Weight neat to a Ton; **And** that he the said J. P. will, upon Request in that Behalf, seal and execute unto the said Merchants a Charter-Party for the Voyage, and upon the Terms, and according to the Agreements aforesaid, to be drawn and prepared by —: **And** the said R. R. doth hereby covenant and agree to and with the said J. P. his Executors, Administrators and Assigns, that he the said R. R. and other Merchants

chants which he shall procure, shall and will, in such case as aforesaid, hire and take to Freight all or such Parts of the said Ship's Tonnage, as shall be mentioned in or subscribed to the said Charter-Party for the said Voyage, and upon the Terms and Conditions before mentioned; And that he the said R. R. and the said Merchants which shall so take Tonnage in the said Ship, shall and will at the Place aforesaid seal and execute to the said J. P. a Counterpart of the said Charter-Party, so to be by him sealed at the same Time of his executing thereof, as aforesaid. (*Mutual Penalties may be added.*) In Witness, &c.

Agreement for Freight from a Place.

THIS Indenture made, &c. Between J. P. Master of the Ship P. Burthen about — Tons, now bound out for C. of the one Part, and A. K. of — of the other Part, Witnesseth, That the said Master, for the Consideration hereunder mentioned, for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said Merchant, his Executors and Assigns, as followeth, that is to say, That he the said Master will receive and take aboard the said Ship at C. during her Stay there, in this her present intended Voyage thither, — Tons, or a greater or lesser Quantity either of — or — Tons, as the Factors or Assigns of the said Merchant shall tender to be laden aboard the said Ship within — Days after her Arrival there, and shall and will deliver all the said Goods and Merchandizes, which shall be laden aboard the said Ship, unto the said Merchant, or his Assigns at L. on the said Ship's Arrival there, (the Casualties and Dangers of the Sea always excepted.) And the said Merchant doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said Master, his Executors and Assigns, as followeth, that is to say, That he the said Merchant, his Executors or Administrators, shall and will pay to the said Master, his Executors, Administrators or Assigns, Freight for what — or — shall be laden on board the said Ship as aforesaid, and delivered to the said Merchant at L. as followeth, viz. at the Rate of — l. Sterling per Ton for —, accounting — Pipes to a Ton, and after the Rate of — Sterling per Ton for — accounting — Weight neat to the Ton, and proportionably for a lesser Quantity than a Ton, according to the Weight thereof at the King's Beam at the Custom-house L. within — Days next after a right Discharge and Delivery thereof from aboard the said Ship, unto the said Merchant, his Executors or Assigns in L. with Primage and Average, and Port Charges, as customary: And in case the said Factors of the said Merchant at C. shall not, within the said — Days after her Arrival there, lade or tender to be laden aboard the said Ship any Goods, and the said Master shall not otherwise complete the said Ship's Tonnage there, then he the said Merchant, his Executors and Administrators, shall and will pay to the said Master at his Arrival at L. — l. for dead Freight, and which is to be in full of all other Pretences, Claims and Demands, for or in respect of Freight for the said Voyage, by Virtue of any Covenant or Agreement herein contained; any Thing aforesaid to the contrary notwithstanding. (*Penalties may be added.*) In Witness, &c.

Another.

THIS Indenture, &c. Witnesseth, &c. That the said Master does hereby for himself, his Executors and Administrators, covenant and agree to and with the said Merchant, his Executors and Administrators, that he the said Master will within — Days after the said Ship's Arrival at C. receive on board the said Ship the Quantity of — of — if the Factors or Assigns of the said Merchant shall give Notice to the said Master of their Loading the said — within — Days next after the said Ship's Arrival there, and shall and will deliver, &c. (*as in the last*) (the Danger, &c. excepted): And the said Merchant doth hereby for himself, his Factors, Executors and Administrators, covenant and agree to and with the said Master, his Executors, Administrators and Assigns, that his Factors or Assigns, shall and will within the said — Days after the said Ship's Arrival at C. as aforesaid, give Notice to the said Master whether he will lade the said — (*the Goods*) or not within the said — Days after the said Ship's Arrival there; And that the said Merchant, his, &c. shall and will pay to the said Master, his Executors, Administrator or Assigns, Freight for what — shall be laden on Board as aforesaid, and delivered to the said Merchant at L. at the Rate of — according, &c. within — Days next after the Discharge and Delivery thereof from aboard the said Ship unto the said Merchant, his, &c. in L. with Primage and Average as Customary. (*A Penalty may be added.*) In Witness, &c.

Agreement for Freight from a Place between two Freighters and a Merchant, for two several Numbers of Tons.

Agreed, &c. Between G. W. and T. S. Merchants, Freighters of the good Ship or Vessel called, &c. Burthen — G. P. Master, now, &c. for a Voyage to A. and back to L. of the one Part, and J. W. of — Merchant, of the other Part, as follows, viz.

THE said G. W. doth hereby let unto the said J. W. Tonnage in the said Ship for — Tons, to be laden at A. with —; And the said T. S. doth hereby let unto the said J. W. Tonnage, for — Tons more to be laden with — as aforesaid; And therefore the said J. W. for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said G. W. and T. S. their Executors, Administrators and Assigns, severally and respectively, that the said J. W.'s Factors or Assigns at A. shall and will within — Days appointed for the said Ship's Stay at A. by Charter-Party by them made in that Behalf, lade or tender to be laden aboard her as much — as will lade the said several Parts of the said Ship's Tonnage, to him by the said G. W. and T. S. severally letten as aforesaid; and with all convenient Speed after the said Ship's Arrival at L. will receive and discharge the same out of her, and will pay Freight for the same unto the said G. W. and T. S. their Executors or Administrators, respectively, or unto the said G. P. Master of the said Ship on their Behalf, within — after Delivery thereof, at and after the Rate of, &c. with Primage, &c. **In Witness, &c.**

Covenant to put Goods on board within the Time limited by the Charter-Party and to receive them with Speed after Arrival, and to pay Freight to the Freighters or to the Master of the Ship.

Another.

Agreed, &c. Between, &c.

THE said E. H. and J. V. do each of them let unto the said R. H. — Tons of the said Ship's Tonnage, for her homewards Voyage from A. to L. at the Freight, and to be laden as hereunder is mentioned; And therefore the said R. H. for himself, &c. doth hereby covenant, &c. to and with, &c. that, &c. (as in the last) shall within — Days after the Arrival of the said Ship there, lade or tender to be laden aboard her, Goods and Merchandizes for her full Loading, the said — Tons of the said Ship's Tonnage, — Tons whereof is to be and shall be laden with — and the remaining — Tons thereof with —, and that he will receive and discharge the same with all convenient Expedition after the said Ship's Arrival at L. and shall and will also truly pay or cause to be paid for the said Tonnage to him letten as aforesaid, for every Ton of Goods, which shall be imported by the said Ship for the said R. H. to L. within — Days after a right Discharge and Delivery thereof, as followeth, viz. after the Rate of, &c. with Primage and Average accustomed, and a Proportion according to his said Tonnage of two third Parts of all Port Charges, to grow due during the said Voyage. **In Witness, &c.**

An Agreement for Tonnage on a Ship's returning Home.

THIS Writing and Agreement indented, &c. made the, &c. Between N. P. of L. of the one Part, and T. P. of L. of the other Part, Witnesseth, That he the said N. P. for the Considerations hereafter mentioned, hath granted and letten to Freight unto the said T. P. and that the said T. hath hired of and from the said N. the Lading of 20 Tons of Goods and Merchandizes as the said T. P. his Factors or Assigns shall think fit, Box-Wood and Gaules only excepted, to be laden on board the A. of L. whereof the said T. H. is Commander at S. within 70 Days next after the said Ship shall be capable to stow in Cotton Wool, in S. aforesaid, for her homeward Lading; the said Ship being now bound out upon a Voyage thither, and from thence directly to this Port of L. to discharge and end her said intended Voyage: **In Consideration** whereof, the said T. P. for herself, her Executors and Administrators, doth covenant, promise and agree, to and with the said N. P. his Executors and Assigns, by these Presents, not only within the 70 Days, to be computed as aforesaid, to lade or cause to be laden on board the said Ship at S. aforesaid, the said 20 Tons as aforesaid, but also well and truly to pay or cause to be paid unto the said S. P. his Executors or Assigns in L. Freight for each several Ton thereof, whether laden or not laden, to be paid in Manner following, that is to say, One Half or Moiety thereof within ten Days next after the Return and Discharge

Grant of 20 Tons Lading.

Covenant to lade Goods, and to pay Freight.

Discharge of the said Ship at the Port of *L.* and the other Half or Moiety thereof within two Months, then next following, together with Average and Primage accustomed: **And** to the Performance hereof, each of the said Parties binds himself to the other in the Sum or Penalty of Double the Value of the Freight aforesaid, firmly and truly by these Presents. **In Witness, &c.**

Agreement for Freight of ——— Lasts of Pot-Ashes from D.

Agreed, &c. **Between,** &c. bound out on a Voyage to *D.* and back to *L.* of the one Part, and, &c.

THE said Master for the Considerations, &c. (*as in others*), agree to and with the said Merchants, their Executors and Assigns, jointly and severally, that the said Ship within the Time of her Stay at *D.* for her other Lading, shall receive and take aboard her for the said Merchants ——— Lasts of Pot-Ashes, and within ——— Days after her Arrival at *L.* will unlade and deliver the same unto the said Merchants, their Executors or Assigns, (the Dangers, &c. excepted); **And** the said Merchants for themselves, their Executors and Administrators, do hereby jointly and severally covenant, &c. (*as in others*), that they the said Merchants, their Executors, Factors or Assigns, will lade or tender the said ——— Lasts of Pot-Ashes to be laden aboard the said Ship at *D.* aforesaid, within the Time of her Stay there as aforesaid, and within the ——— Days after her Arrival at *L.* will receive and discharge the same from aboard her; and will likewise truly pay, &c. accounting the Lastage according to Custom, within ——— Days after a right Discharge and Delivery thereof, as aforesaid, with Primage and Average accustomed, and ——— per Last for Caploggen, for his Care of the said Goods during the said Voyage. (*A Penalty may be added.*) **In Witness, &c.**

Agreement for Freight from a Place (the Ship to sail with a Convoy); and to seal a Charter-Party.

Memozandum, It is agreed, &c. **Between** *R. W.* &c. for and on the Behalf of *T. S.* of, &c. Master of the good Ship or Vessel called the *L.* Burthen about ——— Tons, now at *N.* of the one Part, and the several Persons who have signed and sealed these Presents, Merchants of *L.* of the other Part, as followeth, *viz.*

THE said *R. W.* doth hereby covenant and agree to and with the said several Merchants, that the said Ship shall sail with the first Convoy for *A.* in *R.* and there take in the several Quantities of ———, or other Goods which the said Merchants shall respectively subscribe for, with their Names to these Presents, within the Time of the Convoy's Stay there, and return with the said Convoy to the River of *T.* and deliver and end her Voyage at the Rate of ——— per Ton for Pot-Ashes, and ——— per Ton for Hemp and other Goods, accounting the Tonnage thereof as usual, with ——— per Ton for Primage and Caploggen; and will also pay Average accustomed; (*here may be added a Covenant to pay the Freight*): **And** that the said Master shall within ——— after the Date hereof, at the Dwelling-house of *R. B.* &c. execute in due Form of Law a Charter-Party to the said Merchants of the said Ship, for performing the said Voyage according to the true Meaning hereof; **One** Part of which said Charter-Party the said Merchants do also severally agree at the same Time, to seal and execute to the said Master. **In Witness, &c.**

Part of an Agreement among Merchants, Freighters of a Ship, for their Factors buying and fitting up and lading the Ship.

— That, &c. *T. D. E. S.* and *R. B.* *English* Merchants jointly, or any of them severally, or their Factors or Factor at *L.* to buy and fit the said Ship the *C.* to Sea from *A.* aforesaid, for *England*, for the Use and Account of Us and the Rest of our late Part-Owners of the said Ship, according to our and their several late Interests herein, at any Price not exceeding 4000 Dollars: **And** we, the said Freighters of the said Ship, have hereunto put our Hands and Seals, together with our several Quantities of Tonnage of Currans laden in the said Ship, and hereby likewise, for our own several and particular Account, do severally and respectively empower and authorize them the said *T. D. E. S.* and *R. B.* our Factors or Factor, jointly, or any

any of them, severally to buy and lade aboard the said Ship the *C.* at *A.* to be brought for *England* for our several Accounts, our said several Quantities of Tonnage of Currans, hereunder with our several Names subscribed at any Price or Prices, not exceeding 32 Dollars, about 10 Dollars a Carrateel, and two Dollars Half a Quarter-roll Currans, clear board of all Charges: And we the said *E. R. A. J.* and *J. J.* for ourselves jointly and severally, and for our several and respective Executors and Administrators, and for the Rest of the said late Part-Owners of the said Ship *C.* for us, our several and respective Executors and Administrators, do covenant, promise, grant and agree, to and with the said *T. D. E. S.* and *R. B.* jointly and severally by these Presents, well and truly to pay and reimburse, or cause to be paid and reimbursed unto the said *T. D. E. S.* and *R. B.* or some or one of them, or their or some or one of their Assigns, all such Sum and Sums of Money, Costs and Charges whatsoever, which shall be by them or any of them paid or disbursed, for the Buying and Fitting the said Ship the *C.* to Sea, as aforesaid. In Witness, &c.

Agreement to carry Passengers beyond Sea.

Agreed the, &c. Between *J. G.* Master of the Ship called the *E.* bound out on a Voyage to *P.* of the one Part, and *H. K. J. L.* and *H. M.* for themselves, and for and on the Behalf of about — other Persons, Men, Women and Children (of their Country) who shall be transported in the said Ship and Voyage for *P.* of the other Part, as followeth, viz.

THE said *J. G.* doth hereby covenant and agree to and with the said *H. K. J. L.* and *H. M.* that in Consideration of his being paid — *l.* Sterling per Head, by or for such and so many of the said Passengers or Persons so to be transported, Men, Women and Children, accounting two Children under ten Years of Age but as one Child or Person, and four Sucking Children as none, at or before his, her or their Entrance on Board the said Ship, he the said *J. G.* will receive him, her and them, by or for whom he shall be so paid as aforesaid, on board the said Ship within — Days from the Date hereof, from *D.* outwards, and a Chest or Trunk for each Passenger, and will provide them with Cabins, and convenient Room for Lodging, and wholesome and sufficient Victuals and Provisions, during the said Voyage, and will with all convenient Speed depart from and out of the River *T.* and go either North about *Scotland* in Company with the *Russia* Convoy, or through the Channel with some other Convoys, and sail and apply directly to the City of *P.* in *P.* and there will deliver the said Passengers, and their Chests, Trunks and Goods ashore, without paying or allowing any other Charge than the said — *l.* per Head as aforesaid, (the Dangers of, &c. excepted): And the said *J. G.* doth hereby acknowledge to have received a Bill for — *l.* drawn upon, or payable by *H. W.* which Sum is in Part of what he shall receive for so many of the said Passengers, for whom the said — *l.* per Head shall be paid as aforesaid, and is to be allowed accordingly; and the said *H. K. J. L.* and *H. M.* on Behalf of themselves and the said other Persons, doth covenant, &c. that they shall go on board at any Time within the Time aforesaid, upon — Days Notice given to the said *H. K. J. L.* and *H. M.* by the said *J. G.* In Witness, &c.

Fourteenthly, Concerning Wagers and Gaming.

For an Horse-Race.

Agreed, &c. Between *J. H.* of the one Part, and *T. K.* of the other Part, viz.

THE said *T. K.* doth undertake and covenant with the said *J. H.* that on the — Day of — next, a Black Gelding belonging to Mr. *N. T.* having a Farcy on his Off-Leg before, shall, sick or well, run the — Mile Course on — Downs, against a Grey Gelding, belonging to the said *J. H.* which he bought of Mr. *R. J.* And the said *J. H.* doth likewise undertake and covenant with the said *T. K.* that his said Grey Gelding shall, sick or well, on the said, &c. run the said — Miles Course against the said Black Gelding: And it is mutually agreed, That if the Black Gelding comes first to the End of the said Course, according to the Judgment of two indifferent Persons, for that Purpose to be chosen, then he the said *J. H.* shall and will pay the said *T. K.* — Guineas of Gold; and that if the Grey Gelding comes first to the End of the said Course, according to such Judgment as aforesaid, then

then the said *T. K.* shall and will pay the said *J. H.* — Guineas. **And it is agreed** each Horse shall carry 10 Stone Weight; and further, that the Wager-Money shall be deposited into the Hands of Mr. *N. H.* to be paid to the winning Party according to this Agreement: **And it is also agreed**, That if any Failure shall be of either of the said Horses running, as aforesaid, the Party undertaking as aforesaid for such Horse which shall so fail, or not run, shall forfeit and lose his Wager, and the whole — Guineas shall be paid to the other of them, as if such Horse had actually run and lost. (*Penalty.*) **In Witness, &c.**

Fifteenthly, Agreements concerning the preventing, carrying on, defending and ending Suits in Law and Equity, &c. and accommodating Disputes and Differences.

An Agreement between several Tenants who had been served with Declarations in Ejectment for Non-payment of Ground Rent, to deposit their Proportions in one Tenant's Hands, that he may pay the said Rent to prevent future Ejectments.

Articles, &c. Between *A. B. C. D. E. F. &c.* (the several Inhabitants of and living in the Parish of *R.* in the County of *S.* and the several Tenants of *D. D.*) of the one Part, and *E. E.* (another Inhabitant of the same Parish, and also a Tenant to the said *D. D.*) of the other Part.

Whereas *S. A.* deceased, in his Life-time was seised and possessed of and in several Ground Rents and Hereditaments, situate, lying and being in the said Parish of *R.* and being so seised did by his last Will and Testament in Writing duly executed, give and devise the same to the said *D. D.* and also did appoint the said *D. D.* sole Executor thereof, as by the said Will more fully may appear: **And whereas** the said *S. A.* being since dead, he the said *D. D.* hath duly proved the said Will, and taken on him the Execution thereof; and there being a Year's Ground Rent due and in arrear from all or most of the said Tenants above mentioned, he the said *D. D.* did deliver to them several Ejectments for the Recovery thereof, and thereby put them to great Charges, which Arrear of Ground Rent has been since paid, and all Matters touching the same have been compromised and agreed: **And whereas** it is in the Power of the said *D. D.* (in Case any of the Tenants shall at any Time hereafter make like Default in Payment of their respective Ground Rents) to bring Ejectments, and to enter and distrain for the same upon such of the said Tenants as he shall think fit, notwithstanding such Tenant or Tenants shall have paid, or be willing to pay the same, which will prove a great Damage and Hardship on such Tenant or Tenants: **Now these Presents witness**, That to prevent any such Damage which from henceforth shall or may happen to any such Tenant or Tenants, and to the Intent that the said Ground Rent may from henceforth be duly and constantly paid, and no further Trouble be had thereon, it is hereby unanimously covenanted, agreed and declared by and between all the Parties to these Presents, and they the said *A. B. C. D. &c.* the said several before mentioned Tenants, for themselves severally and respectively, and not jointly, and for their several and respective Executors, Administrators and Assigns, do, and each of them doth covenant, promise, grant and agree, to and with each other of them by these Presents, in Manner as follows, *viz.* That each of them the said several Tenants shall and will from henceforth yearly, *viz.* on or before the Feast-Day of — in every Year yearly, out of each of their respective Rents due and payable for each of their respective Houses, from Time to Time, pay and deposit into the Hands of the said *E. E.* his Executors and Administrators, the Sum of 3*s.* 3*d.* per Pound, or thereabouts, being each of their proportionable Parts or Shares of and in the said Ground Rent: **And** that it shall and may be lawful to and for him the said *E. E.* his Executors, Administrators and Assigns, from Time to Time, to pay the same to the said *D. D.* or to such other Person or Persons who for the Time being shall be the Ground Landlord of the Premises, and have Right to receive the same: **And further also**, That if any of them the said Tenants shall neglect or refuse to pay such proportionable Part of his or their Ground Rent in Manner as aforesaid, and that if and in Case any Ejectment or Distress shall at any Time hereafter be brought or made for the same by the Ground Landlord for the Time being, then in every such Case it shall and may be lawful for every such Tenant or Tenants who shall be so distrained upon, to enter upon and make a like Distress or Distresses, or else to bring any Action or Actions for the same upon or against any of the said Tenant or Tenants which shall so neglect or refuse to pay such his proportionable Part in Manner as aforesaid. **And** the said *E. E.* for himself, his Executors, Ad-

ministrators

ministrators and Assigns, doth covenant and agree to and with each and every the Rest of them the said several before mentioned Tenants, and to and with each and every of their Executors and Administrators, by these Presents, in Manner as follows, *viz.* That he the said *E. E.* his, &c. shall and will yearly from Time to Time pay or cause to be paid to the said *D. D.* or to such other Person or Persons for the Time being of the said Premises, who shall have Right to receive the same, as well the said *3s. 3d. per Pound*, to be paid and deposited to him as aforesaid, according to the true Intent of the before mentioned Covenant for that Purpose, as also his and their own like proportionable Part of *3s. 3d. per Pound*; and thereof and therefrom shall save harmless and indemnified them the said *A. B. &c.* their Executors, Administrators and Assigns, and every of their Goods, Chattels, Lands and Tenements, of and from all Actions, Suits, Troubles, Distresses, Costs and Charges whatsoever, which they, or any of them, shall or may sustain or be put unto for or by Reason of his the said *E. E.*'s not paying such Money, or any Part thereof, to such Ground Landlord or Landlords. And for the true Performance of all and every the Covenants, Matters and Things herein contained on the Part of each Party to be done and performed, each of them the said Parties for himself, his Executors and Administrators, doth hereby bind himself and herself unto the other of them, and unto the Executors and Administrators of the other of them, in the Sum of — of lawful Money, firmly by these Presents. **In Witness, &c.**

Agreement about bearing equal Charges in a Law-Suit to be brought for the Recovery of an Estate.

Articles, &c. Between *A. B.* of — of the first Part, *C. D.* of — of the second Part, *E. F.* of — of the third Part, *G. H.* of — of the fourth Part, *J. K.* of — of the fifth Part, and *L. M.* of — of the sixth Part, in Manner and Form following, (to wit),

Whereas *T. P.* of — and *T. F.* of — are possessed of *C. Chace*, lying and being in the County of *D.* and pretend that the Bounds and Limits thereof do extend to, and are in and upon some of the respective Lands of the said *A. B. C. D. E. F. G. H. J. K.* and *L. M.* which lie adjacent next or near unto the said Chace, which they conceive not to be within the Grounds, Limits or Precincts of the said Chace, by Reason whereof some or divers Suit or Suits is or are likely to arise, be brought or commenced: **And whereas** it is agreed by and between the said Parties, any or either of them, at any Time or Times hereafter, that they and every of them do and shall bear and pay their respective Shares and Parts of the Costs and Damages thereof: **Now these Presents witness**, That the said *A. B. C. D. &c.* — and every of them, do hereby covenant, promise and agree, to and with each other, that they the said *A. B. C. D. &c.* — and every of them, their and every of their Executors, Administrators and Assigns, shall and will pay and bear their respective equal Shares and Parts of all the Costs and Damages of all and every such Action and Actions, Suit and Suits, as at any Time or Times hereafter shall or may be brought by or against them, or any or either of them. **In Witness, &c.**

An Agreement to settle two Houses in London to several Uses, if they be recovered at Law, and to pay Charges.

Articles, &c. Between, &c.

Whereas *J. W.* being heretofore seised in her Demesne as of Fee, of and in all those the Chapel-House, Tenements, Shops, Cellars, Sollers and Rooms, with their Appurtenances in *St. P. C. L.* did by her last Will and Testament in Writing, dated, &c. give and devise the same, and the Reversion and Reversions thereof, to *R. W.* her Son, and the Heirs of his Body lawfully begotten; and for Default of such Issue, to *H. W.* her second Son, and the Heirs of his Body lawfully begotten; and for Default of such Issue, to *R. H.* Son of *J. H.* and *S.* his Wife, and the Heirs of the Body of the said *R.* lawfully to be begotten; and for Default of such Issue, to the Heirs of the Bodies of the said *J. H.* and of the said *S.* his Wife, the Daughter of the said *J. W.* between them lawfully begotten: **And whereas** the said *R. W.* and *H. W.* are long since dead without Issue, and the said *R. H.* being also dead, left Issue by the said *S.* his Wife two Daughters *A.* and *M.* which *A.* dying without Issue, the said *M.* married one *J. H.* and had Issue *M. H.* late the Wife of the said *T. R.* **And** the said *M. H.* being unjustly kept out of the Possession of the said Premises, the said *T. R.*

T. R. her Husband, after his Marriage with her, commenced and prosecuted several Suits in Law and Chancery concerning the Premises, and in order to the Recovering of the said House and Premises, wherein he expended and laid out above 200*l.* and the said M. dying before the Premises were recovered, the Right and Title to the said Lands, according to the said Will and Inail made by the said J. W. did of Right come and is accrued to the said H. G. being Son and Heir of the said M. by H. G. her former Husband; and the said R. M. having other Lands which she might have freely disposed of and did not, but did leave them to descend to the said H. G. did at several Times before her Death declare her Mind and Intention, that the said T. R. her Husband should be by her said Son satisfied and paid all Disbursements and Monies expended in the said Suits; and moreover did desire, that the said T. R. who by Reason of his long Time spent, and great Pains taken in the Prosecution of the said Suits, was the best able to assist the said H. G. would afford the said H. his best Endeavours for the Recovery of the said Premises: **Now** for the accomplishing the Desires of the said M. R. and for a final Conclusion of all Differences between them the said H. G. and the said T. R. touching the Premises, **It is hereby declared**, and also covenanted, granted and agreed, by and between the said Parties to these Presents, in Manner and Form following, that is to say, **That** the said T. R. shall and will from Time to Time, at the Costs and Charges of the said H. G. commence and prosecute for the said H. G. all such Suits in the Court of *H. London*, and in the Court of *C.* or elsewhere, for and towards the obtaining or recovering of the said Houses, Tenements and Premises in *St. P. C. L.* aforesaid, as he the said T. R. shall think fit, or as by the Counsel of the said H. G. learned in the Law shall be advised, and that within two Months or sooner; **And** so soon as conveniently it can be done after the said Tenements and Premises shall be recovered and obtained by the said H. G. he the said H. shall, at his own proper Costs and Charges, by Fine and Recovery, or otherwise, and by such Ways and Means as the Counsel of the said T. R. shall advise, charge, assure, convey and settle the said Tenements and Premises in Manner following, and to the several Uses, Intents and Purposes, or to such Effect as is herein after expressed, that is to say, First he shall charge the same with the Payment of a yearly Rent of 20*l. per Ann.* to the said T. R. during his natural Life, payable Quarterly, or at four Days and Times in the Year therein to be expressed, to be paid without any Defalcation, Deduction or Abatement, for or in Respect of any Taxes, Assessments, Contribution, Quartering of Soldiers, or other Matters or Things whatsoever ordinary or extraordinary, and with a sufficient Power to distrain for the same, which said yearly Rent is and shall be, and is agreed to be, in Satisfaction of the Monies by him the said T. R. expended in the Life-time of the said M. R. and by her appointed to be paid as aforesaid: **And** the said H. G. shall limit the said Tenements and Premises so charged as aforesaid, to the Use of himself the said H. G. for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Death of the said H. G. to the Use and Behoof of *A.* his now Wife, if she shall be then living, for and during the Term of her natural Life, for and towards her better Maintenance and Support; **And** from and after her Decease, to the Use and Behoof of the first Son of the said H. G. and the Heirs of the Body of such first Son lawfully to be begotten; **And** for Default of such Issue, to the Use and Behoof of the second Son, &c. and all other the Sons of the said H. G. successively one after another, in Order and Course as they shall be in Order and Seniority of Age and Priority of Birth, and their several Heirs of their several and respective Bodies lawfully to be begotten; every Elder of the said Sons and the Heirs of his Body being always preferred before the Younger and the Heirs of their Bodies; **And** for Default of such Issue, to the Use and Behoof of all and every the Daughters, &c. **And** for Default of such Issue, to the Use and Behoof of *E. R.* and *T. R.* Sons of the said T. R. Party to these Presents, by the said M. his Wife, deceased, Brethren of the said H. G. and of *M. G.* Sister of the said H. G. as Tenants in Common and not as Jointenants, and to be equally divided amongst them the said *E. R.* *T. R.* the Son, and *M. G.* Share and Share alike, and to the Use of the several Heirs of the several and respective Bodies of them the said *E. P.* and *T. R.* the Son, and of the said *M. G.* **And** for Default of such Issue, to the Use of the right Heirs of the said *M. G.* deceased, Mother of the said H. G. for ever; **And** that he the said H. G. shall and will from Time to Time, and at all Times after that the said Tenements and Premises shall be recovered or obtained by or for the said H. G. or that he shall be thereof seised, at and upon the reasonable Request of the said T. R. do and suffer, and cause to be done and suffered, all and every Act and Acts, Thing and Things whatsoever, for the Charging and Conveying, Assuring and Settling of the said Tenements and Premises, to the Uses, Intents and Purposes herein before mentioned, which by the T. R. or his Counsel learned in the Law, shall be reasonably devised, or advised and required. **Also** it is agreed between the said Parties to these Presents, and the said H. G. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said T. R. his Executors and Administrators, by these Presents, that he the said

To pay all Charges.

H. G.

H. G. shall and will pay and bear all the Charges of the said Suits concerning the said Tenements and Premises; and also shall and will, in Consideration of the Labour, Travel and Attendance of the said *T. R.* about the same, or in Solicitation thereof, pay and allow unto him the said *T. R.* 2*s.* 6*d.* for every Court-Day of the Hustings, *London*, for Pleas of Land during the Continuance of any Action or Suit there touching the Premises, which shall be solicited or followed by the said *T. R.* and also 2*s.* 6*d.* every Day, wherein the said *T. R.* shall attend at the Court of Chancery, or at any Seals of the said Court, or at any other Court or Place whatsoever, where he shall necessarily attend or solicit about or concerning the Premises, or by Reason of his undertaking the Solicitation of the said Suits. And lastly, it is agreed between the said Parties to these Presents, and the said *H. G.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *T. R.* his Executors and Administrators, by these Presents, that he the said *H. G.* shall and will, within one Month after he shall have recovered the said Tenements and Premises, pay or cause to be paid unto the said *M. G.* his Sister the Sum of 20*l.* of lawful Money of *England*, for and towards the Increase of her Portion. In Witness, &c.

An Agreement between two Assignees of a Commission of Bankruptcy, to bear the Expences of several Suits pro and con. in Proportion to their respective Debts.

Articles, &c. Between *O. P.* of, &c. and *M. S.* of, &c.

Whereas a Commission of Bankruptcy was some Time since issued out against *T. B.* of, &c. and he the said *T. B.* by the Commissioners in the said Commission named, has been found and declared a Bankrupt; and they the said *O. P.* and *M. S.* have been since legally chosen, and now are the Assignees of the said Bankrupt's Estate: And whereas there is now justly due from the said Bankrupt's Estate to them the said *O. P.* and *M. S.* the several Debts following, *viz.* To the said *O. P.* the Sum of 223*l.* 14*s.* and to the said *M. S.* the Sum of 37*l.* which respective Debts have been by them the said *O. P.* and *M. S.* duly proved before the said Commissioners: And whereas there are two Cross Causes now, and which for some Time have been depending in the High Court of Chancery (*inter alia*) touching the said Bankrupt's Estate and Debts due from and to the same, (in one of which Causes *A. H.* Widow, is Plaintiff, and the said *O. P.* and *M. P.* (as Assignees) and others therein named, are Defendants; and in the other of the said Causes the said *O. P.* and *M. S.* (as Assignees) are Plaintiffs, and the said *A. H.* and others therein named, are Defendants) wherein several Sums of Money have been and will be by them the said Assignees paid and expended in the prosecuting, defending and carrying on the said Causes before the final Determination thereof: Now these Presents witness, That in Regard of the Disproportion of the said Debts so due to them the said *O. P.* and *M. S.* as aforesaid, and to prevent all Disputes between them, as well touching the Charge of suing for the said Commission of Bankruptcy, as also touching the defending and carrying on the said several Causes, and for the ascertaining of each of their Parts and Shares in the Charge of so doing, it is hereby mutually covenanted, agreed and declared, by and between them the said *O. P.* and *M. S.* for themselves severally and respectively, and for their respective Executors and Administrators, in Manner as follows, *viz.* That as well all Charges and Expences whatsoever which have been paid and disbursed in the suing forth and taking out the said Commission of Bankruptcy, as also all Bills for Fees, Costs, Charges and Expences whatsoever, which have been already paid and expended for the prosecuting, defending and carrying on the said several Causes, shall be born, paid and sustained by them the said *O. P.* and *M. S.* respectively, rateably and proportionably, according to their several Debts of 223*l.* 14*s.* and 37*l.* so respectively due to them as aforesaid: And also that all and every the subsequent Bills for Fees, Costs, Charges, Damages and Expences whatsoever, which shall from henceforth be paid, expended, disbursed or sustained, as well in the defending, as also for the carrying on the said several Causes, until the final Determination of the said several Causes, as likewise all Charges of Decrees, and all other Proceedings on such final Determination of the said several Causes, so far as relates to them the said Assignees, shall also be respectively born, paid, satisfied, discharged and sustained by them the said *O. P.* and *M. S.* respectively, and by their several Executors and Administrators rateably and proportionably, according to their said several Debts so due to them as aforesaid; any Thing herein contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

Articles of Agreement to pay a proportionable Part of the Costs in an Action of Ejectment, according to the Value of each Tenant's Land.

Articles of Agreement indented Tripartite, made, &c. Between E. C. of, &c. Esq; of the first Part, W. N. of, &c. Gent. of the second Part, and A. B. of, &c. Widow, and J. B. of, &c. of the third Part, as followeth.

Know all **Whereas** an Action of Trespass and Ejectment is now depending in his Majesty's Court of C. P. at *Westminster*, between F. B. Esq; Plaintiff, and the said E. C. Defendant, for the Manors of R. W. &c. *cum pertinentiis*, and 13 Messuages, &c. **And whereas** the said Manors, and Part of other the said Messuages, Lands and Premises of the yearly Value of 140*l.* are the Possessions or Inheritance of the said E. C. and other Part of the said Messuages, Lands and Premises, of the yearly Value of 200*l.* are the Possessions or Inheritance of the said W. N. and the Residue of the said Messuages, Lands and Premises of the yearly Value of 72*l.* are the Possessions or Inheritance of the said A. B. J. B. or one of them: **And whereas** the said E. C. at the special Instance and Request of the said W. N. A. B. and J. B. was by a Rule of his Majesty's said Court of C. P. at *Westminster* admitted Defendant in the said Action, in order to defend not only his own Title, but also the Title of them the said W. N. A. B. and J. B. to the said Manors, Messuages, Lands and Premises: **And whereas** the said Action came to Trial in his Majesty's said Court of C. P. at *Westminster* in *Easter* Term in the ——— Year of his now Majesty's Reign, and a special Verdict was found therein by the Jurors impanelled to try the same: **Now it is hereby covenanted**, granted, concluded and agreed upon by the said W. N. for himself, his Heirs, Executors and Administrators respectively, and for and in Respect of his and their several Interests, and by the said A. B. and J. B. for themselves, their, &c. respectively, for and in Respect of their said Interests to and with the said E. C. his Executors and Administrators, that if Judgment shall be given for the Plaintiff in the said Action for the Recovery of all or any Part of the said Manors, Messuages, Lands and Premises, which are the Possession or Inheritance of the said E. C. together with any of the said Messuages, Lands and Premises, which are the Possessions or Inheritance of the said W. N. and together with all or any Part of the said Messuages, Lands and Premises, which are the Possessions or Inheritance of the said A. B. and J. B. or one of them, that then they the said W. N. A. B. and J. B. their Heirs or Assigns, shall well and truly pay or cause to be paid to the said E. C. his Executors, Administrators or Assigns, their full Share and Proportion, according to the yearly Valuations above mentioned, of all full Damages and Costs as shall be assessed or recovered upon him the said E. C. as Defendant in the said Action. **Item**, The said W. N. A. B. and J. B. do by these Presents severally, and not jointly, for themselves, their Heirs, &c. covenant and grant to and with the said E. C. his Heirs, &c. that in Case Judgment shall be given for the Plaintiff in the said Action for the Recovery of all or any Part of the said Messuages, Lands or Premises, which are the Possessions or Inheritance of the said W. N. and of all or any Part of the said Messuages, Lands and Premises, which are the Possessions or Inheritance of the said A. B. and J. B. or one of them, and not for all or any Part of the said Manors, Lands and Premises, which are the Possessions or Inheritance of the said E. C. that then they the said W. N. A. B. and J. B. their Heirs or Assigns, shall and will proportionably, according to the several Valuations of their Estates as aforesaid, well and truly pay or cause to be paid unto the said E. C. his, &c. all such Costs and Damages which shall be assessed or recovered against him the said E. C. his, &c. in the said Action. **Item**, The said W. N. doth by these Presents for himself, his Heirs, &c. covenant and grant to and with the said E. C. his Heirs, &c. that in Case Judgment shall be given for the Plaintiff in the said Action for the Recovery of all or any Part of the said Messuages, Lands or Premises, which are the Possessions or Inheritance of the said W. N. and not for all or any Part of the said Manors, Messuages, Lands and Premises, which are the Possession or Inheritance of the said E. C. A. B. and J. B. or any of them, that then he the said W. N. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said E. C. his Heirs, Executors or Administrators, all such Costs and Damages which shall be assessed or recovered against him the said E. C. his Heirs, Executors or Administrators, in the said Action. **Item**, The said A. B. and J. B. do by these Presents for themselves and either of them, their and either of their Heirs, &c. severally covenant and grant to and with the said E. C. his Heirs, &c. that in Case Judgment shall be given for the Plaintiff in the said Action for the Recovery of all or any Part of the said Messuages, Lands or Premises, which are the Possessions or Inheritance of the said A. B. and J. B. or either of them, and not for all or any Part of the said Manors, Messuages, Lands

or Premises, which are the Possessions or Inheritance of the said *E. C.* and *W. N.* or either of them, that then they the said *A. B.* and *J. B.* their Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said *E. C.* his Heirs, Executors or Administrators, all such Costs and Damages which shall be assessed or recovered against him the said *E. C.* his Heirs, Executors or Administrators, in the said Action. **In Witness, &c.**

An Agreement between Watermen to pay a Penny a-piece per Week into a Person's Hands to defray Expences of prosecuting Hoymen obstructing and damaging their Boats.

Articles, &c. Between the several Parties whose Names are hereunto subscribed, being all Watermen plying at *Sab Stairs*, commonly called *Bear-Key Stairs*, in the Parish of *St. Dunstan in the East* in the City of *London*, of the one Part, and *T. J.* of the same Parish, Victualler, of the other Part, as follows.

Whereas several Corn Hoymen, who bring their Corn to *Bear-Key Marker*, often ground their Hoys so near or before *Sab's Stairs* or *Bear-Key Stairs* aforesaid, so that the said Watermen, Parties to these Presents, are in a great Measure prevented from plying at the said Stairs, and following their respective Employments there; and the said Hoymen do often swing their Hoys at all Times of the Tide, (although they ought not to swing the same until or near high Water) by which Means several of the Boats or Wherries of the said Watermen, Parties to these Presents, are frequently staved, sunk, and very much damaged, to their (the said Watermen, Parties to these Presents) very great Loss and Damage: **And whereas** the said several Watermen, Parties to these Presents, are come to a Resolution, that Application shall be made by them, or some of them, or some Person or Persons on their or some of their Behalves, to the Right Honourable the Lord Mayor of the City of *London* for the Time being, that the said Hoymen may be restrained from stopping up the said Stairs, or swinging their Hoys before high Water, and that sufficient Room may be left for the said Watermen, Parties to these Presents, to ply at the said Stairs; And likewise to commence Suits or Actions against the said Hoymen, or any of them, in Case the said Watermen, Parties to these Presents, or any of them, shall suffer any Damage by Reason of the said Hoymen swinging their said Hoys as aforesaid: But in Regard such Application, Suits or Actions, will necessarily be attended with some Expence, the said several Watermen, Parties to these Presents, are come to the Agreement herein after mentioned: **Now these Presents witness,** That the several Watermen, Parties to these Presents, do hereby for themselves severally, and not jointly, or one for the other, or for the Heirs, Executors or Administrators of the other, but each of them for himself and his own Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *T. J.* his Executors and Administrators, by these Presents, in Manner following, (that is to say) That the said several Watermen, Parties to these Presents, shall and will Weekly during the Space of 31 Years, commencing from the Date hereof, pay or cause to be paid into the Hands of *T. J.* his Executors or Administrators, the respective Sums of one Penny a-piece; which said Money when paid to and received by the said *T. J.* his Executors or Administrators, is to be by him or them laid out and applied for and towards the Discharge and Payment of the Costs and Charges (which shall be occasioned by Reason or Means of making such Application, or commencing such Suit or Action by or on Behalf of the said Watermen, Parties to these Presents, or any of them as aforesaid) to such Person or Persons, at such Times; and in such Proportions and Manner, as the said Watermen, Parties to these Presents, or the major Part of such of them as shall be then living, shall direct or appoint. **And further,** That in Case any Suit or Suits in Law or Equity shall be brought or commenced by or against the said Watermen, Parties to these Presents, or any of them, by or against the said Hoymen, or any of them, or any other Person or Persons, in Relation to the said Premises, and that then the said Monies arising by the said one Penny a-piece per Week shall not be sufficient to answer the Charges of such Suit or Suits, then the said Watermen, Parties to these Presents, or their respective Heirs, Executors or Administrators, shall and will well and truly pay in equal Shares and Proportions into the Hands of the said *T. J.* his Executors or Administrators, (or into the Hands of such other Person or Persons, as they or the major Part of them shall by Writing under their Hands nominate and appoint,) so much Money as will answer and pay such Costs and Charges arising by such Suits in Law or Equity, over and above the one *d.* per Week as aforesaid. **And further** that the said Watermen,

termen, Parties to these Presents, shall and will indemnify and save harmless the said T. J. his Executors and Administrators, of and from all Costs, Charges, Damages and Expences, which he the said T. J. his Executors and Administrators, shall and may necessarily sustain, suffer or be put unto by Reason or Means of these Presents, or any Thing arising therefrom or relating thereto, (so as such Costs and Charges be not occasioned by the Nonperformance of the several Agreements herein contained, and which are on the Part and Behalf of him the said T. J. his Executors and Administrators, intended to be done and performed.) **Provided always,** and it is hereby declared and agreed by and between the said Parties to these Presents, that in case the said several Watermen, Parties to these Presents, or the major Part of them living, shall at any Time or Times hereafter be inclined to nominate and appoint any other Person or Persons in the Stead and Room of the said T. J. his Executors or Administrators, for the Receiving the said Payments of 1 d. per Week as aforesaid; then it is hereby agreed that the said Watermen Parties to these Presents, or the major Part of them, shall have Power and Authority by any Deed or Deeds, Writing or Writings under the Hands of them, or the major Part of them, to nominate and appoint any other Person or Persons, to receive the said several Payments of 1 d. per Week as aforesaid, and thereupon the said T. J. his Executors or Administrators, shall and will pay or cause to be paid all such Monies, as shall be by him or them at the Time received by Virtue of the several weekly Payments hereby agreed to be made as aforesaid, and which shall not be by him or them laid out or applied by the Direction or Appointment of the said Watermen, Parties to these Presents, or the major Part of them, for the Purposes aforesaid; **And** the Payment of which Money accordingly by the said T. J. his Executors or Administrators, unto such Person or Persons as shall be nominated by the said Watermen, or the major Part of them as aforesaid, the said T. J. doth hereby bind himself, his Heirs, Executors and Administrators. **And lastly,** The said several Parties to these Presents, do hereby bind themselves, their Heirs, Executors and Administrators, in the respective penal Sum of 10 l. for the specifick Performance and Execution of the several Covenants, Clauses and Agreements herein contained, and which are on their respective Parts to be done, executed and performed. **In Witness, &c.**

An Agreement to redress Abuses in the Making and Dealing in Butter, and for Raising and Depositing Money for prosecuting Offenders.

Articles of Agreement made, &c. Between the several Persons whose Names and Seals are hereunder subscribed and put, Traders in Butter and Cheese in the City of London, of the one Part, and R. K. Citizen and Clothworker of London, of the other Part, in Manner as followeth, viz.

Witness, Whereas several Abuses have heretofore been and yet are continued to be committed upon Butters, as well by the Makers thereof, as by other Persons concerned and dealing therein, in Breach and Contempt of a Statute made in the 14th Year of the Reign of King Charles the second, (Intituled an Act for the Reforming and Redressing of Abuses committed in the Weight and false Packing of Butters); and although there are sufficient Penalties provided in the said Statute for the Punishing of the said Abuses, yet for want of due Encouragement to put the same in Execution, the said Abuses remain unreformed, to the great Detriment of the Publick: **Now,** to the End the said Abuses may be reformed, and all Offenders therein effectually prosecuted upon the said Statute, **The** Subscribers hereunto do severally, and not jointly, covenant, promise and agree, to and with the said R. K. by these Presents, that they the said Subscribers severally shall and will, out of every Firkin of Butter and other Goods of theirs, which they shall receive at London from the several Counties and Places herein after mentioned, between the first Day of June 1719. and the first Day of June 1720. allow and pay the several Sums of Money herein after mentioned, as well towards the Prosecuting of such Offenders, as for and towards the Defending of any Actions or Suits which shall be brought or commenced against the said Traders subscribed or their Agents, on Account of any Duty or Demand imposed, or which shall be imposed on them by any Person or Persons whatsoever, (that is to say) One Farthing per Firkin for all Butters, and 1 d. per Wey for all Cheese received at the Port of London, from the Ports of Ipswich, Woodbridge, Aldeburgh and Oxford, and elsewhere in the said County of Suffolk, and one Farthing per Firkin for all Butters received as aforesaid, from any of the Ports in T. and L. (to wit,) G. Y. H. W. S. and all other Ports in England by Shipping, and one Farthing per Pot or Cask of Butter, and 8 d. per Ton on all thick and thin Cheese received at London from C. L. H. G. and all other Sea-Ports whatsoever by Shipping; **Which** said Farthing per Firkin, Pot or Cask, and 1 d. per Wey, and 8 d. per Ton on Cheese, shall be collected by such Persons, as the Committee for the

Recitals,
Abuses.

Subscription.

Fund for Pro-
secution.

In whose
Hands kept.
the

the Time being shall from Time to Time order and appoint, and by them paid into the Hands of the said R. K. until Order to the contrary by a Majority of Subscribers at a General Meeting; the whole being, as shall always be, at a General Meeting duly summoned: **And it is agreed** by the said Parties Subscribers, that the Money so collected and paid as aforesaid, shall be appropriated and applied towards the Defraying and Paying all Charges and Expences which the said Subscribers and their Agents shall be at, in prosecuting, and defending themselves from all Actions and Suits that shall be brought against them as aforesaid. **Item**, That the Persons called a Committee, named on the back Side of these Presents, by the Subscribers, or any three of them, (the whole being duly summoned on all Occasions of Business,) shall and hereby are impowered to draw and take from the said R. K. such Sum or Sums of Money as he shall have in his Hands on the Account aforesaid, for the Defraying of such Charges as they shall be put to in the Defence of any Actions or Suits, or in prosecuting of any Offenders upon the said Statute. **Item**, In Case of the Death of any one or more of them, or that there be cause for displacing of him or them, no other Person or Persons shall be chosen into his or their Room but by a Majority of the Subscribers at a General Meeting. **Item**, That if any Difference shall happen in the Committee touching the Sense or Meaning of any the Articles or other Matters herein contained, such Difference shall be settled and determined by a Majority of the Subscribers at a General Meeting, whose Determination shall be final and conclusive. **Item**, It is agreed by the said Subscribers, that if any of their Agents, Factors or Assigns, shall within the Time limited, by and with the Approbation of the said Committee or Majority of them, or by a Majority of the Subscribers at a General Meeting, prosecute any Person or Persons upon the said Statute for any of the Abuses therein commenced, such Agents, Factors or Assigns, shall not only be reimbursed and paid their just Charges and Expences on such Prosecutions, but shall also have and take to their own Uses all the Benefit allowed by the said Statute, and in Case of Unsuccess, shall likewise be reimbursed his and their Charges. **And it is further agreed**, That the said 8 d. per Ton, and the 1 d. per Wey, and the Farthing per Pot or Cask formerly paid to the Lord Mayor and Officers, be collected and paid into the Hands of the said R. K. Treasurer for the Time being, to be disposed of by a Majority of the Subscribers at a General Meeting. **Item**, The said R. K. doth covenant, promise and agree, to and with the Subscribers, by these Presents, to render unto them or to the Committee appointed by them, so often as thereunto required, a true Account of all Monies by him received, and disbursed on the Account aforesaid, and the Monies remaining in his Hands, shall and will pay into the Hands of such Person or Persons, as the Subscribers at a General Meeting shall order and appoint to receive the same, and on such Payment the said R. K. shall stand discharged from the said Subscribers; **And** to the true Performance of so much hereof as concerns the Subscribers, they do severally and not jointly bind and oblige themselves, their Executors and Administrators, unto the said R. K. his Executors and Administrators, severally by these Presents; **And** to the true Performance of so much hereof as concerns the said R. K. he doth bind and oblige himself, his Executors and Administrators unto the said Subscribers, their Executors and Administrators, firmly by these Presents. **In Witness, &c.** (See Tit. Release.)

Death of Sub-
scriber.

Differences.

Lord Mayor's
Officers.

Account,

for a Release
to R. K.'s
Widow.

An Agreement to end Suits by conveying several Manors, &c. to Trustees, to make Sale thereof for Payment of Debts, and the Profits of the Premises before Sale to be received by the Trustees for Payment of the Interest of the Debts, and for settling such Lands as shall remain after the Debts paid, as also of other Lands to several Uses, and for building a Capital Messuage, with Power to make Leases for Years or Lives, as Tenants in Tail have by Law.

Articles, &c. Between the most noble H. Duke of N. Earl Marshal of England, of the one Part, and the Right Honourable H. Earl of A. Lord M. eldest Son and Heir apparent of the said Duke, of the other Part.

Whereas the said Lord A. hath since his Marriage Settlement, bearing Date, &c. brought several Suits against his Father, and the said Duke and others make Claims to the present Possession or Reversion of several Parts and Parcels of the Manors, Lands and Estate of the said Duke herein after mentioned; and the said Duke and Earl being both of them desirous to put an End to all Suits and Differences between them, and the said Earl having for that Purpose made an humble Address to the said Duke his Father, to desire of him the said Duke, that in Consideration of the Releases of all his said Claims and Pretensions, and joining in Settlements, and cutting off of Intails upon himself, and several other Considerations herein

herein after mentioned, his Grace would be pleased to consent, that these Articles between him and the said Duke may be agreed unto; and he the said Duke out of his Paternal Affection to the Earl, and for the Preventing the Damage which might accrue to the Family by their Discord, and for better securing of Peace and Quiet to himself and all his Children, and other honourable Branches of his Family, being willing to grant the same; **It is therefore mutually agreed** between the said Parties to these Presents, and the said Duke of N. and Earl of A. do hereby mutually promise and agree, to and with each other, that for Raising the Sum of 21,340 *l.* for Payment of the Debts in the Schedule hereunto annexed which hath Reference to this Article, and the Payment of the Interest thereof until the same can be discharged, the Fee and Inheritance of the Manor, &c. in the County of L. the two Farms in W. in the County of W. and all and either of their Estate or Estates in the said County of L. and W. or either of them, S. Farm in W. in the County of Y. the Rent in Fee-simple of 24 *l.* 8 *s.* 9 *d.* issuing out of the Manor of L. with the Rights, &c. in the County of Y. and also the Manor of B. being in the City and County of L. and divers Lands in D. in the Manor of B. in the said County of L. and all other their Hereditaments in the County of L. and also the Manor of A. in the County of S. and all other Messuages and Lands in A. aforesaid, or elsewhere in the said County of S. except the Capital Messuage in W. in the said County of S. now in the Tenure of the said Duke or his Assigns, and other the Messuages, Lands and Tenements of him the said Duke in W. aforesaid, shall be conveyed by the Parties to these Presents to F. H. of, &c. Esq; P. R. of, &c. Esq; and C. R. of, &c. in the County of Y. Clerk, and their Heirs; **In Trust** forthwith to make Sale of all or any Part of the said Manors, Lands and Premises, to raise the said Sum of 21,340 *l.* and it is hereby further mutually agreed, that until the said 21,340 *l.* be raised by such Sale and Sales, that the Rents, Issues and Profits of the said Manors and Premises, shall be received by the said Trustees, and applied to pay the Interest of the said 21,340 *l.* Half yearly, excepting only, that no Interest is to be paid or allowed for the Sum of 1500 *l.* mentioned in the said Schedule, and Part of the said 21,340 *l.* and what of the said Lands shall remain unsold after the said 21,340 *l.* shall be raised by such Sales, and all Interest paid as aforesaid, the Remainder of the said Lands, if any shall be, to be and remain to the said Earl of A. for Life, with Remainder to his first and other Sons in Tail Male successively, with like Remainder over in Tail to all other the Sons and Brothers of the said Duke for Life, with Remainder to their first and other Sons in Tail, with other Remainders over in such Sort and Manner, and as the Castle and Manor of S. is limited by the said Earl's Marriage Settlement, made in the said Year, &c. **And it is further agreed** between the said Parties, that the said Duke will yearly pay out of the Revenue of his other Estate to the said Trustees, the yearly Sum of 252 *l.* towards the Discharging of the Interest of the said Debt of 21,340 *l.* **Provided always**, and it is hereby agreed, that upon Sale of any Part of the Premises, so much as the Interest of the same raised at five *per Cent.* doth exceed the yearly Rent of the Lands sold, according to the Rents in the Schedule annexed, so much shall be abated out of the said yearly Payment of 252 *l.* until the whole Payment by that Means shall cease. **Item**, It is agreed by and between the said Duke and Earl, that the Manor of R. and K. with the Rectory of R. in the County of Y. as in the Schedule hereunto annexed which referreth to this Article, shall be conveyed and released by the said Earl to the said Duke, as the Counsel of the said Duke shall advise. **Item**, It is agreed by and between the said Duke and Earl, that the Manors of B. B. S. and the Prior Manor of B. and the Manor of E. with the Rights, &c. all which are to be ascertained and mentioned in a Schedule to be hereto annexed, and have Reference to this Article, shall be conveyed to the Lord T. H. in Fee, and that the Sum of 7500 *l.* which the Premises are now in Mortgage for, shall be paid and discharged out of the first Monies that shall be raised out of the Trust of making the Leases of the N. Estate, mentioned hereafter in the sixth Article, and that the Premises to be conveyed to the said T. H. shall be charged and chargeable with the Annuities of 440 *l.* *per Ann.* mentioned in one other of the Schedules hereunto annexed, which likewise hath Reference to this Article. **Item**, It is agreed by the said Duke and Earl, that the Manors, &c. in the County of Y. whereof the Duke is now Tenant for Life in Possession, in a Schedule hereunto annexed, shall be conveyed by the said Earl and Lord T. by Lease of 99 Years to S. F. N. F. and C. B. as a Security for Payment of 1000 *l.* *per Ann.* after the Death of the said Duke, to such Person or Persons as the said Duke shall by Deed or Will appoint; and for want of such Appointment, to the Lady Duchess of N. that now is, her Executors and Administrators, for the Remainder of the Term of nine Years, to commence from Michaelmas-Day last past, the said 1000 *l.* *per Ann.* to be paid half-yearly at Lady-Day and Michaelmas; and the first Payment to be made at Michaelmas or Lady-Day next after the Death of the said Duke, which of them shall first happen after the Death of the said Duke. **Item**, Whereas the Manors of R. and K. in the County of Y. are charged with Annuities of 1100 *l.* *per Ann.* to the Brothers of the said Duke, viz. 100 *l.* *per Ann.* to Mr. P. to Mr. C. 200 *l.* *per Ann.*

Ann. to Mr. E. 300*l.* *per Ann.* and to Mr. B. 200*l.* *per Ann.* **It is agreed** by the Lord Duke of N. and the said Earl of A. Lord M. that the Castle and Manor of C. R. the Manor of R. the Priory of C. and Rectory of N. and A. M. and all other Lands, Tenements and Hereditaments, settled on him the said Earl in Fee upon his Marriage, charged with a Mortgage of 10,000*l.* for the Payment of which said Debt Provision is made in the first Article, and the Fee-simple Lands in S. with the Parks of G. and G. in C. and several Cutlers Wheels, amounting to the yearly Rent of 92*l.* in the County of T. expressed in a Schedule annexed, shall be conveyed by the said Parties to these Presents and their Trustees, to S. F. N. F. and C. B. *To have and to hold* all and every the said Premises, except the said Cutlers Wheels, to them and their Heirs, to have and to hold the said Cutlers Wheels to them, their Executors and Administrators, for the Term of 99 Years if the said Duke shall so long live; **In Trust** to receive the Rents, Issues and Profits of all and every the said Manors, &c. and therewith to pay the aforesaid Annuities, amounting in the whole to 1100*l.* *per Ann.* from Time to Time as the same shall become due and payable, and for Securing, Freeing and Discharging the said Manors of R. and K. of and from the same, and afterwards for Payment of 370*l.* *per Ann.* for the Annuities mentioned in the Schedule relating to this Article, and afterwards for the indemnifying the said Duke, his Executors and Administrators, of and from all Suits now depending, or that shall hereafter be depending or brought either in Law or Equity, by all or any the Brothers of the said Duke, or by his Sister the Lady E. T. M. their or any of their Heirs, Executors, Administrators or Assigns, or any the said Duke's Trustees, for or concerning the Rents and Profits of any Manors, Lands or Tenements within the Counties of N. T. S. W. C. or any other the Real or Personal Estate of or belonging to T. late Earl of A. Grandfather of the said Duke H. late Earl of A. and Father of the said Duke, H. late Countess of A. and T. late Duke of N. Brother of the said Duke, Party to these Presents, or any or either of them, or any other Demand whatsoever for or upon Account of the said Real or Personal Estates, or either of them. **And it is hereby mutually agreed**, That the said Trustees shall have Power either by Perception of Profits, Mortgage or Sale of all or any the last said Premises, to pay and satisfy the said Annuities and all the Arrears of the same, if any, and are also to reimburse and make good to the said Duke, his Executors, Administrators or Assigns, whatsoever he or they shall from Time to Time be damnified, or that shall be recovered against them, with what Costs and Charges he or they shall pay, expend, or be put unto by any of the said Duke's Brothers or Sister, their Heirs, Executors, Administrators or Assigns, for or upon Account of any the Estates, Real or Personal as aforesaid; and after the said Annuities and all Arrears of the same paid off, and the said Duke, his Executors, Administrators and Assigns, reimbursed their said Damnifications, or what shall be recovered against them as aforesaid, then as to the said Manor of C. R. and other the said N. Estate, and the said G. and G. Parks, the same to remain to the said Earl of A. in Fee, and as to the said Fee-simple Lands in S. to the said Earl for Life, with Remainder in the Tail Male to his first and other Sons, with Remainder to all the said other Sons and Brothers of the said Duke and other Persons for Life, with Remainders to their first and other Sons, as the said Castle and Manor of S. is limited by the said Earl's Marriage Settlement in, &c. **And whereas** the present Rents of the said Premises are not judged sufficient for the Discharging of the said Premises, and are not judged sufficient for the Discharging of the said Annuities: **It is hereby agreed** by the said Lord A. that the said Lord A. his Heirs, Executors or Administrators, shall or will pay the yearly Sum of 318*l.* for and towards the Discharging of the said Annuities, and to make up what the Rents and Profits of the Premises mentioned in this Article shall fall short or fail to pay and satisfy: **And it is further agreed** between the said Parties, that the Manor of H. and H. shall be conveyed by Lease of 99 Years to the said Trustees, for the better enabling them to discharge the said Annuities, until by the Death of some of the Persons to whom the said Annuities are payable, shall be lessened at least the Sum of 200*l.* *per Ann.* and then the said Lease of 99 Years of H. and H. to be void. **Item**, It is agreed between the said Parties, that all and every the Castles, Honours, Manors, Lands, Tenements and Hereditaments in the Counties of N. S. and E. of the said Duke's, except the Gardens called C. Gardens in N. and except the Manors of E. and B. and other Estates therein agreed, and mentioned to be agreed, to be conveyed to the Lord T. H. and his Heirs, shall be conveyed by the said Duke and Earl to certain Trustees to be indifferently named as aforesaid, and their Heirs, upon Trust in the first Place, that the said Trustees may lease all or any Part of the Premises now in Lease to several Persons, and whose Leases or Interest will determine some within ten Years hence, and all within 21 Years from this Time for any Terms or Numbers of Years not exceeding 41 Years to be accounted from, &c. for the Raising the Sum of 15,460*l.* due upon several Mortgages mentioned in the Schedule hereunto annexed, which hath Reference to this Article; the first Monies raised thereby to be employed for the Discharging of the Mortgages upon E. and B. and other the said Estate agreed to be conveyed to the said Lord T. H. and the Rents, Issues and

and Profits of all and every the said Premises in *N. S.* and *E.* to be received and applied to pay and discharge the Interest of the said Debts. **And it is hereby further agreed** between the said Parties, That the said Manors of *H.* and *H.* and all Lands therewith used, or reputed Parts or Parcels of the same, charged nevertheless with the aforesaid Terms of 99 Years mentioned in the fifth Article; *As* also the Manor and Rectory of *E.* in the County of *T.* and all Lands therewith used, or reputed Parts or Parcels of the same, shall be conveyed to Trustees, to be named by the said Duke, and their Heirs; **In trust** that the Rents and Profits thereof, as well as of all other the said Premises in *N. S.* and *E.* hereby directed to be conveyed to the said other Trustees, until the said 15,460*l.* be raised, paid, received and applied by the said Trustees, to pay off the Interest that shall from Time to Time become due upon the said Mortgages, or for the said Debts; And that after the said 15,460*l.* shall be raised and paid, that then all the said Trustees to be named in both the Conveyances intended by this present Article, shall by Perception of Profits, Sale or Mortgage, as may be requisite, of all or any of the said Manors and Premises in the said Counties of *N. S.* and *E.* except the Duke's Palace in *N. C.* Garden, and the Premises agreed to be conveyed to the said Lord *T. H.* as aforesaid, as well those in Possession, as the Reversions of the aforesaid Leases to be made by the said Trustees, for Terms not exceeding 41 Years, and the Rents reserved upon the same, as also the Manors of *H.* and *H.* and the said Manor and Rectory of *E.* or all or any the aforesaid Premises, raise and pay so much of the said 21,340*l.* mentioned in the said fifth Article, as the Manors, &c. therein appointed to be sold, shall and may not raise and pay; as also the Residue of the said 15,460*l.* shall not or may not be raised by the making of the said Leases to a Term exceeding 41 Years; and in the next Place, for the Payment of the said 1100*l.* Annuities, and discharging the said Manors of *R.* and *K.* of and from the same, and for indemnifying and saving harmless the said Duke, his Executors, Administrators, Assigns and Trustees, of and from the said Suits, Claims and Demands of his said Brothers and Sister, their Heirs, Executors, Administrators and Assigns, which are mentioned and intended in the said fifth Article made of the said other Estate therein appointed and set apart for that Purpose; as also for the Payment of the said 1000*l.* *per Ann.* for the nine Years mentioned in the fourth Article, to be payable to such Person or Persons as the said Duke shall appoint, or in Default of such Appointment, to the said Duchess, in Aid of the Estate mentioned in the said Article to be leased for 99 Years for that Purpose; and after those Trusts performed, then all and every the said Manors and Premises that shall remain to be conveyed by the said Trustees in both the said Conveyances, to the Use of the said Earl of *A.* for Life, Remainders to his first and other Sons in Tail Male, Remainder to the said Duke's other Sons and Brothers, and other Persons, for Life and in Tail, in such Manner as the said Castle and Manor of *S.* is settled by the said Earl's Marriage Settlement in, &c. with Powers for any Tenant for Life or in Tail in Possession, to make Leases for 21 Years or three Lives in Possession, as Tenant in Tail by Law may do. **And** the said Earl doth hereby further agree, That he the said Earl shall and will demise and grant all that Estate of 999*l.* 4*s.* 7*d.* or thereabouts, mentioned in the Schedule annexed to the said Earl's said Marriage Settlement, to Trustees to be named by the said Duke, for the Term of 99 Years, if the said Earl shall live so long, for the better securing the said Duke, his Executors, Administrators and Assigns, of and from the said Suits and Demands of his said Brothers and Sister, their or any of their Heirs, Executors or Administrators, according as is mentioned and intended in and by the said fifth Article. **And it is hereby agreed** between the said Parties, That all and every the said Mortgages of all or any the said Premises, except those of the said Estate herein after mentioned to be conveyed to the said Lord *T. H.* when paid off, shall be either surrendered or extinguished, or else assigned in Trust, for the protecting of the said Leases to be made by the said Trustees, and for the better securing the Trusts, and due Performances of all and every the Matters and Things in this present Article; and the said Mortgages of the Lord *T. H.*'s said Estate to be assigned as he shall appoint. **Item,** For the building of a Capital Messuage or Palace in *A. Ground*, in the Parish of *St. C. D.* in the County of *M.* **It is agreed,** That the Ground-Rent of divers Messuages or Tenements leased for 41 Years, or under, mentioned in one of the Schedules hereunto annexed, relating to this Article, shall by Sale, or otherwise, be disposed of, for the raising of Monies to build the said Capital Messuage or Palace; *And* for a further Supply, that the Reversionary Term of the said Leases made, or to be made, vested in Mr. *D.* and Mr. *W.* by Virtue of an Assignment of a Lease made by the said Duke of *N.* to them, shall be in Trust for the raising of a further Sum for the finishing the said Capital Messuage, and for the raising a Sum of Money for the purchasing of any Houses or Ground necessary or convenient, as the Trustees shall think fit, for the carrying on the Model of *A. Ground*, as also for indemnifying and saving harmless the said Duke, his Executors and Administrators, of and from all Damages that shall or may happen to the said Duke, his Executors or Administrators, for or by Reason of not carrying on the Buildings according to the said Model. **Item, Whereas** the said Earl,

Earl, Party to these Presents, hath charged the said Estate of *Castle R.* with the Payment of 1100*l.* *per Ann.* Annuities to his Uncles, the Brothers of the said Duke, and that also in Consideration of the said Earl of *A.* together with the Earl of *P.* to join in the said Marriage Settlement, in order to make Sales and Securities of and out of the Manors, Lands, Tenements and Hereditaments in the Counties of *Y. L.* and *W.* for Payment of Debts, and securing his Grace the Duke from divers Claims and Pretensions of several Persons, as is herein before mentioned and intended: **Therefore it is agreed,** That his Grace the said Duke shall convey to the said Earl in Fee the Barways, Castles and Manors of *G.* and *B.* and all Manors, Lands, Tenements and Hereditaments, in the Counties of *C.* and *W.* of the said Duke's, except the said Parks of *G.* and *G.* which are agreed to be settled in other Manner, as aforesaid. **Item,** it is agreed between the said Parties, That the Lord *A.* shall release all his Claims and Pretensions to all or any Part of the Duke's Personal Estate whatsoever, as also to release all Claims to the Duke's Real Estate whatsoever, except what is settled by Act of Parliament, or by his the said Earl's Marriage Settlement, and except what is not herein by any Article agreed to be conveyed and settled; **And shall,** at the Costs and Charges of the said Duke, join with the said Duke, and confirm and release, by sufficient Assurances or Instruments in Law, as Counsel shall advise, all Sales and Settlements that are already, or that hereafter shall be made by his said Grace, of all or any of the Real or Personal Estate of the said Duke, not being contrary or in Diminution to this Agreement. **Item, It is agreed** between the said Parties, That the said Duke shall have all Arrears of Rents and Fines that are in any of the Estates that his Grace passeth away by this Agreement, free from the Claim of the Earl of *A.* by the Trustees to whose Hands any Part of the said Estate shall be conveyed. **Item, Whereas** in the Act of, &c. for annexing the Castles, Lordships, Lands and Tenements in the County of *S.* and *A.* House, and Tenements in the County of *M.* amongst other Things there is reserved 200*l.* *per Ann.* payable out of the Rents, Issues and Profits of the said Premises, for the repairing *A.* Castle and *A.* House; **It is agreed** between the said Parties to these Presents, That the Lord *A.* shall and will, as far as in him lies, discharge the said Duke, his Executors and Administrators, from the Payment of all the Arrears of the said 200*l.* payable for the Uses aforesaid. **Item, It is agreed,** as to Order of the Payments of the Debt of 21,340*l.* mentioned in one of the Schedules to these Articles annexed, *viz.* in the first Place 5,700*l.* to be paid to the said Duke for the Lady *F.* her Portion; 2dly, 1000*l.* to Workmen; 3dly, 10,000*l.* Debt upon raising the Residue of the Debt of 21,340*l.* as the Trustees shall think fit. **Item, It is agreed** by and between the said Parties, That the said Earl shall seal and execute to the said Duke, a Release of all Breaches of Covenants contained in the said Marriage Settlement in, &c. and all other Demands, of what Nature or Sort soever, to the 25th Day of *March* last past, except to the said Duke's Covenant contained in the said Marriage Settlement for making further Assurance; and the said Duke doth hereby agree to give to the said Earl a general Release to the said 25th Day of *March* aforesaid, as Counsel shall advise: **And it is hereby declared and agreed,** That all and every the said Trustees shall and may, in the first Place, pay and discharge out of the respective Estates all such Sum and Sums of Money as they shall expend or pay in or about the Execution of the respective Trusts herein contained. **And lastly,** The said Earl of *A.* doth hereby for himself, his, &c. covenant, &c. That he the said Earl, before the End of *Easter* Term, shall and will procure the Right Honourable the Earl of *P.* and in Case of his Death, other sufficient Consent of Parties, for revoking the Uses contained in the said Marriage Settlement, and to join in such Deed or Deeds of Revocation, with the said Duke and Earl, of all and every the said Manors of *H.* and *H.* the Manor and Rectory of *E.* the said reputed Manor of *B.* the said Farms in *W.* and other the Premises, for which there is a Power to revoke the Uses thereof in the said Marriage Settlement, in order to inable a Performance and due Execution of these Presents, according to the true Intent and Meaning of the same. **And it is hereby further agreed,** That the aforesaid Conveyances and Settlements hereby agreed to be made, shall contain such reasonable Covenants as Counsel shall advise, and such Provisions to be made for preserving contingent Remainders as Counsel shall likewise advise. **In Witness, &c.**

An Agreement for ending and concluding all Matters of Accounts and Differences in a Cause in Chancery, with Covenants for Payment of Money, sealing of Leases, and vacating a Recognizance given to abide by the Accounts to be taken by a Master.

Articles, &c. Between *W. W.* of, &c. and *E.* his Wife, of the one Part, and the Right Honourable Major-General *T. M.* and the Right Noble *J.* Duchefs Dowager of *N.* his Wife, and *C. M.* of, &c. Esq; the only acting Executor of the most noble *H.* Duke of *N.* deceased, of the other Part.

Whereas there was heretofore a Suit depending between the said *W. W.* Party to these Presents, and *E.* his Wife, and *P. V.* Merchant, Complainants, against the said *H.* late Duke of *N.* deceased, and others, Defendants; and which Suit hath been since revived, and is now depending against the said *C. M.* as Executor of the said Duke, and others, Defendants: **And whereas** the said late Duke in his Life-time, together with *S. F.* Esq; and *L. C.* entered into a Recognizance to the said Court of Chancery, in the penal Sum of 2000 *l.* conditioned to abide the Event of the Account to be taken in the said Cause, and to answer what should appear to be due thereon: **And whereas** the Accompt was taken by Sir *S. C.* Knight, late one of the Masters of the said Court, until and for Lady-Day 1687, and the Balance thereof paid and satisfied unto the said *W. W.* by the said *T. M.* *Jane* Duchefs Dowager of *N.* his Wife, and *C. M.* **Now** for a final End and Conclusion of all other Matters of Accounts, Disputes and Differences in the said Cause depending, **It is covenanted,** concluded and finally agreed by and between the said Parties to these Presents, in Manner and Form following; **And** the said *W. W.* and *E.* his Wife, for and in Consideration of the Sum of 100 *l.* to them in Hand paid by the said *C. M.* the Receipt, &c. and also in Consideration of the further Sum of 500 *l.* agreed to be paid to the said *W. W.* and *E.* his Wife, their, &c. in such Manner as is hereafter mentioned, he the said *W. W.* doth for himself and *E.* his Wife, their, &c. covenant, &c. to and with the said *T. M.* and *C. M.* That upon Payment of the said 500 *l.* according to the true Intent and Meaning of these Presents, they or their, &c. shall and will seal and execute unto the said *T. M.* *J.* Duchefs Dowager of *N.* a general Release of all Matters in Difference in the said Suit, or otherwise, as Counsel shall advise; and also shall and will deliver, or cause and procure to be delivered, up to them the said *T. M.* *J.* Duchefs Dowager of *N.* his Wife, and *C. M.* one Indenture of Lease made by the said *H.* late Duke of *N.* and others unto *M. T.* Esq; deceased, of the Term of 21 Years of certain Fens-Lands in the Isle of *E.* to be cancelled; **And** shall also, at the Costs and Charges of the said *T. M.* cause the said Recognizance to be vacated upon Record; and do hereby consent and agree that the same shall be vacated and made void accordingly; **And** the said *W. W.* for him and his Wife, their, &c. doth covenant, &c. to and with the said *C. M.* his, &c. by these Presents, That the said *W. W.* nor *E.* his Wife, their, &c. nor any other or others, by his or their Assent, Consent, Means, Privity or Procurement, shall or will, at any Time hereafter, arrest, molest or trouble, or wittingly or willingly permit or suffer to be arrested, molested or troubled, the said *C. M.* his, &c. or any of them, upon, for or by Reason of the said Recognizance and Sum of 2000 *l.* therein contained, or any Part or Parcel thereof, nor sue nor take forth, nor permit, or suffer to be sued or taken forth, any Process or Execution upon or by Reason of the said Recognizance against the said *C. M.* his, &c. or any of them, nor shall at any Time hereafter, by any Colour or Means whatsoever, levy the Debt or any Part thereof, of or upon the Lands, Tenements, Goods or Chattels of the said *C. M.* or which he may be answerable or accountable for, as Executor of the said Duke. **Provided always** that the said *W. W.* and *E.* his Wife, their, &c. shall and may be at his or their Liberty to sue the same Recognizance against the real Estate of the said late Duke, or against the said *S. F.* and *L. C.* their, &c. in case Default be made in Payment of the said 500 *l.* at the Times herein after mentioned, as though these Presents had not been made; **And** the said *W. W.* for the Considerations aforesaid, doth release to the said *C. M.* the said Recognizance and all Suits, Debts, Duties and Demands whatsoever, as well in Law as Equity, which he hath against the said *C. M.* either in his own Right, or as Executor of the said Duke of *N.* or otherwise howsoever; **And** the said *T. M.* for himself, his, &c. doth covenant, &c. to and with the said *W. W.* his, &c. by these Presents, That he the said *T. M.* his, &c. some or one of them, shall and will pay or cause to be paid unto the said *W. W.* and his Wife, their, &c. the Sum of 100 *l.* Part of the said 500 *l.* on the, &c. 100 *l.* more on, &c. and the further Sum of 300 *l.* Residue, and in full Payment thereof, on, &c. **Provided always,** and it is agreed by

by and between all the said Parties to these Presents, that the Decree made in the said Cause in the said Court of Chancery, and the Recognizance before mentioned, as against all Parties thereunto, or Persons therein concerned, except the said C. M. shall remain, stand and be as a further Security unto the said W. W. and his Wife, for the Securing the Payment of the said 500*l.* in Manner as aforesaid. **In Witness, &c.**

An Agreement to end a Suit in Chancery (brought in Pursuance to a Claim by various Settlements, &c. in which an Issue at Law was directed to try the Legitimacy of one of the Parties) whereby the Premises in Question are settled, and an Act of Parliament covenanted to be procured for Confirmation.

Articles, &c. Between P. S. of, &c. (youngest Son of P. S. the Elder, late of, &c. Esq; deceased, and Uncle of H. S. and P. S. two Infants, herein after named) of the one Part, and A. S. of, &c. aforesaid, Widow, (Mother and Guardian of the said H. S. and P. S. the Infants, which said H. and P. the Infants, are the two only Sons of H. S. late of, &c. deceased, who was the eldest Son of the said P. S. the Elder, deceased, and elder Brother of the said P. S. Party hereto), S. R. of, &c. Esq; (Brother in Law to the said A. S.) and J. T. of, &c. Gent. (for and on the Behalf of the said Infants) of the other Part, in Manner as follows, that is to say,

Settlement
made by P. the
Father on his
two Sons H.
and P.

Whereas by Indenture of Lease and Release, bearing Date respectively on or about the 20th and 21st Days of August 1661. (Recital of a Settlement, whereby Sir M. S. conveyed to Trustees several Manors, &c. (except Lands for several Uses since determined), and afterwards to the Use of P. S. (one of the Sons of Sir P. S. Knt. deceased, and which same P. S. was Great-Grandfather of the said H. and P. S. the Infants, and Grandfather of the said P. S. Party hereto), for the Term of 99 Years, if he should so long live; with Remainder to the said Trustees and their Heirs during his Life to preserve the Contingent Remainders therein after limited; with Remainder to the first and other Sons of the said P. S. (Son of the said Sir P.) in Tail Male successively; and for Default of such Issue, to the Use of Sir H. S. Bart. (Cousin of the said Sir M. S.) for the Term of 99 Years (if he the said Sir H. S. should so long live); with Remainder to the said Trustees and their Heirs during his Life, to preserve the contingent Remainders therein after limited; with Remainder to the first and other Sons of the said Sir H. in Tail Male successively, and for Default of such Issue to the Use and Beboof of R. S. Esq; (Brother of the said Sir H. and Cousin of the said Sir M.) for the Term of 99 Years, if he the said R. S. should so long live; with Remainder to the said Trustees and their Heirs, to preserve the contingent Remainders therein after limited; with Remainder to the first and other Sons of the said R. S. in Tail Male successively, and for Default of such Issue, then to the Use of the right Heirs of the said Sir M. S. for ever): **And whereas**, upon the Failure of all the Estates limited, prior to the said P. S. the Grandfather, he the said P. the Grandfather entered upon and took Possession of the said Manors, Lands and Premises, (except the said Lands called F. &c.) and received the Rents and Profits thereof: **And whereas** the said P. S. the Grandfather having Issue two Sons, viz. The said H. his eldest Son (pretended to be illegitimate, Father of the said H. and P. S. the Infants) and the said H. S. Party hereto, by Indentures of Lease and Release, bearing Date respectively on or about the 9th and 10th Days of September 1724, the Release being Tripartite and made between the said P. S. the Father of the first Part, the said H. S. and P. S. his Sons of the second Part, and E. T. and R. F. Esquires, of the third Part; **It is witnessed**, That for settling the Premises after mentioned, and for making a Provision for the said H. and P. the Sons, and for preventing all Disputes and Controversies that might arise between them or any other Person claiming the same, and for answering the several Intents and Purposes of the Parties thereto in Manner therein after expressed, and other the Considerations therein mentioned; the said P. S. the Father, and H. S. and P. S. his two Sons, did grant, &c. unto the Trustees and their Heirs, the said Manors, &c. which in and by the said Indenture, &c. were granted, &c. to the Uses following, that is to say, As to the Manor of E. and other Premises therein mentioned, to the Use of the said P. S. the Father in Fee, and as to the Lordship and Manor of W. and other Lands therein mentioned, to the Use of the said P. the Father for Life, and after his Decease, (subject to the several Jointures, Rent-Charges, Annual Payments and other Incumbrances charged or to be charged upon the said Premises and therein after mentioned); Remainder as to the capital Mansion-house of W. and all the Messuages, &c. Part of the said Manor therein particularly mentioned, to the Use of the said H. the Son for Life; Remainder to the said Trustees to preserve contingent Remainders; Remainder to the

the first, &c. Sons of the said *H.* the Son in Tail Male; and for want of such Issue, to the Use of the said *P.* the Son for Life; Remainder to the said Trustees to preserve contingent Remainders; Remainder to the first and other Sons of the said *P.* the Son in Tail Male; Remainder to all the Daughters of the said *H.* the Son, as Tenants in Common; Remainder in like Manner to the Daughters of the said *P.* the Son; Remainder to the right Heirs of the said *P.* the Father; and as to the other Lands and Premises therein mentioned, to the Use of the said *P.* the Son, Party hereto, for his Life; Remainder to the said Trustees to preserve contingent Remainders; Remainder to the first and every other Son of the same *P.* in Tail Male; Remainder to the said *H.* the Son for Life; Remainder to the said Trustees to preserve the contingent Remainders; Remainder to the first and other Sons of the said *H.* the Son in Tail Male; Remainder to the Daughters of the said *P.* the Son, as Tenants in common; Remainder to the Daughters of the said *H.* the Son; Remainder to the right Heirs of the said *P.* the Father; and the said *P.* the Father and his two Sons *H.* and *P.* covenanted with the said two Trustees, that they in Conjunction with such other Persons as should be Heir at Law of the surviving Trustee in the said Deed of 21st of *August*, would within 12 Months then next ensuing suffer one or more common Recovery or Recoveries of the said Premises, which Recovery when suffered, *is thereby declared*, should enure to the several Uses therein before mentioned, in which Indenture of Release is contained a Power for either of the said Sons by any Deed or Writing, or by their last Will executed in Manner as therein mentioned, to make a Jointure of 200*l.* per *Ann.* on any Wife he or they should marry, out of the Premises so to them respectively limited as aforesaid, and also a Power to raise such Sums of Money for younger Childrens Portions, in Manner as therein also mentioned; *And it is thereby agreed* between the said two Sons, that the said capital Mansion-house with its Appurtenances, should be valued by two indifferent Persons; and that the said *H.* the Son, should after the Death of the said *P.* his Father, pay a Moiety of such Value (deducting 60*l.*) to the said *P.* the Son; and that the Courts of the said Manors should be held after the Death of the said *P.* the Father, in the joint Names of his Sons, and the yearly Profits thereby arising should be equally divided between them and their Heirs, with Power for the two Sons, when in Possession of the said Premises, to grant Leases thereof for 21 Years in Possession at the most improved Rents; *And it was further agreed* by all Parties, That they and their Heirs should do and execute all further Acts as should be judged necessary for the more effectual answering the Intents and Purposes in the said Indenture of Release mentioned and expressed: **And** *whereas* by Indenture of Lease and Release bearing Date respectively on or about the 28th and 29th Days of *September* 1724, the Release being *Tripartite*, made between the said *P. S.* the Father, of the first Part, the said *H.* and *P. S.* his two Sons, of the second Part, Sir *W. L.* and *T. W.* of the third Part, the said *E. T.* and *R. F.* of the fourth Part, and *G. H.* and *M. H.* of the fifth Part, (Reciting, &c. and the Covenant therein contained for suffering a Recovery, and that the said Sir *W. L.* and *T. W.* were Heirs of the surviving Trustees named in the said Deed of the 21st of *August*); *It is witnessed*, That for fulfilling the Covenants therein contained between the said *P. S.* the Father and the said *H.* and *P.* his Sons for suffering the said Recovery, and for answering the true Intent of the Parties to the said recited Indenture of Release of the 10th of *September*, and the several Trusts therein declared; and for barring all Estates Tail, Reversions and Remainders thereupon expectant in the said Premises, and for other Considerations therein mentioned, the said *P. S.* the Father, and the said *H.* and *P.* his Sons, Sir *W. L.* and *T. W.* did grant, &c. to the said *E. T.* and *R. F.* and their Heirs, all the said Premises, to make them Tenants to the Precipe for suffering a common Recovery thereof, which Recovery is declared should enure to the several Uses and Trusts in the said Indenture of Release of the 10th of *September* 1724 expressed: **And whereas** before the completing of the said Recovery so covenanted to be suffered as aforesaid, the said *H.* the Father of the said two Infants departed this Life, and after his Death, by Indentures of Lease and Release bearing Date respectively the 12th and 13th Days of *April* 1725, the Release being *Quinquartite*, and made between the said *P. S.* the Father, of the first Part, the said *P. S.* the Son, Party hereto, of the second Part, and the said Sir *W. L.* and *T. W.* of the third Part, the said *E. T.* and *R. F.* of the fourth Part, and *G. H.* and *N. H.* Gent. of the fifth Part, reciting the said Indentures of Lease and Release and Settlement of the 20th and 21st of *August* 1661, and that the said Sir *W. L.* was Heir to the said Sir *W. F.* and the said *T. W.* was Heir to the said *H. A.* the surviving Trustees in the said Settlement, and for barring all Estates Tail, and for other the Considerations therein mentioned, the said *P. S.* the Father, *P.* the Son, Sir *W. L.* and *T. W.* did grant and release all the said Premises to the said *E. T.* and *R. F.* and their Heirs, to make them Tenants to the Precipe, in Order to suffer a common Recovery thereof, the Uses whereof were declared to be as follows, *viz.* As to the said Manor of *E.* and the several Messuages, Lands and Premises in *S. M. S. L.* and *H. H.* therein mentioned, to the Use of the said *P.* the Father, in Fee; and as to the said Manor of *W.* with the said Lands called *Dees*

The Deeds for suffering a Recovery and declaring the Uses thereof.

H. the Father died before the Recovery suffered. As to suffering another Recovery.

Dees,

Dees, and the Advowson of *W.* to the Use of the said *P.* the Father for his Life; Remainder to the said *P.* the Son in Fee; In which Indenture it was declared, that nothing contained therein should impeach the Annuity of the Honourable *M. S.* of 300*l.* per Ann. for her Life, or the Annuity of 200*l.* per Ann. to *M.* the Wife of the said *P.* the Father, or 100*l.* per Ann. to *M. S.* for Life, in Pursuance of which last Indenture of Release, Recoveries in *Trinity* Term in 11 *Geo. I.* were accordingly suffered of the said Premises: **And whereas** the said *P. S.* the Father died about *February* 1729, having first made his last Will and Testament in Writing, and thereby devised all his Estate to the said *P.* his Son, (Party hereto) his Heirs and Assigns for ever, and upon the Death of the said *P.* the Father, the said *P.* his Son, Party thereto, entered upon, and is now in the Possession of all the said Premises, (save and except the aforesaid Manor of *E.* and the Lands and Premises thereunto belonging): **And whereas** in or about *Easter* Term 1730, the said *H. S.* the Infant (by the said *A.* his Mother and next Friend) exhibited his Bill in the High Court of Chancery against the said *P.* his Uncle, and others, to have a Discovery of the several Deeds and Settlement of the said Premises, and to have his Title established as eldest Son of the said *H.* his Father, or to have the Benefit of the said Settlement of the 10th of *September* 1724, and for other the Matters therein mentioned and set forth: **And whereas**, by the Answer of the said *P.* the Uncle, put into the said Bill, he insisted that the said *H.* the Father of the said *H.* the Infant was born before the Marriage of the said *P.* the Father, and was therefore Illegitimate, and that he the said *P.* his Uncle, Party hereto, was the only legitimate Son and Heir of the said *P.* his Father, and as such insisted to hold and enjoy the said Premises; **Whereupon** Issue was joined and several Witnesses examined on both Sides, and the said Cause came on to be heard on the 26th Day of *November* now last past, before the present Lord High Chancellor, **When** an Issue at Law was directed to try whether the said *H. S.* Father of the said *H.* the Infant, was the legitimate Son of the said *P. S.* the Father, or not; **And** the Consideration of all other Matters in Question was deferred till after the said Issue was tried, **When** either Party might apply to the said Court for further Directions, **Which** said Issue has not been tried; **But** to prevent Charges and Expences and all further Differences and Disputes between the Parties claiming the aforesaid Premises, **It is hereby mutually agreed** by and between all the Parties to these Presents; **And** he the said *P. S.* Party hereto, for himself, his Heirs, Executors and Administrators, and for every of them, doth promise and agree to and with the said *C. S. S. R.* and *J. T.* their Heirs, Executors and Assigns, by these Presents, in Manner as follows, that is to say, That he the said *P. S.* or his Heirs, at his or their own proper Costs and Charges, shall and will sometime before the End of the next Sessions of Parliament, or as soon after as conveniently can or may be, procure and obtain an Act of Parliament for the establishing, corroborating, altering and confirming of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, comprised in and conveyed by the said several recited Indentures of Lease and Release, dated respectively the said 9th and 10th and the 28th and 29th Days of *September* 1724, (except as herein before mentioned) to, for and upon the several Uses, Trusts, Intents and Purposes, in such Moiety, Parts and Shares, and in Manner as therein and herein before mentioned, limited and expressed, of and concerning the same respectively, (subject nevertheless in Manner as herein before expressed); **And also** that he the said *P. S.* Party hereto, or his Heirs, immediately after the Obtaining of such Act of Parliament as aforesaid, shall and will pay or cause to be paid unto the said *J. T.* his Executors, Administrators or Assigns, in Trust nevertheless for the only Use and Benefit of him the said *H. S.* the Infant, his Executors and Administrators, one full Moiety or Half-Part of the clear yearly Rents, Issues and Profits of all and singular the said Premises, which have been by him or his Agents then had and received thereof, since the Death of the said *P. S.* his Father; and also that he the said *P. S.* Party hereto, shall and will then also sufficiently and properly authorise and empower the said *J. T.* his Executors or Administrators, or such Person or Persons as he or they shall appoint, to receive one Moiety of all Arrears of the Rents, Issues and Profits of the said Premises, as shall be then due and owing from the Tenants of the said Premises or any of them, in Trust nevertheless for the said *H.* the Infant, his Executors and Administrators, as aforesaid: **And further also** that he the said *P. S.* Party hereto, and his Heirs, at his and their proper Costs and Charges, immediately after the Obtaining of such Act of Parliament as aforesaid, shall and will well and sufficiently convey, assure and settle, all the Estate, Right, Title, Interest, Claim and Demand whatsoever, both in Law and Equity, of, in and to all and singular the said Manors, Lands, Hereditaments and Premises, except as aforesaid, free and clear of all Incumbrances whatsoever, done by him or the said *P. S.* his Father, to the Use of the said *A. R.* and *J. R.* and their Heirs, and as by their Counsel learned in the Law shall in that Behalf be reasonably advised and required, and to, for and upon the several Uses, Trusts, Intents and Purposes herein after mentioned, limited and expressed, of and concerning the same, that is to say, As to one full Moiety or Half-Part of

P. S. the Father's Death; his Will, whereby he devised all his Estate to his Son *P.* who enters.

H brings his Bill.

Answer.

Illegitimate.

Issue joined.

Witnesses.

Hearing.

Issue at Law directed, not tried.

Agreement to settle Differences.

To procure an Act of Parliament for settling the Premises.

and in all and singular the said intended to be conveyed Manors, Lands and Premises, to the Use of the said P. S. Party hereto, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; with Remainder to the Trustees the said S. R. and J. T. and their Heirs, during the Life of the said P. S. Party hereto, in Trust to preserve the contingent Remainders herein after limited, and from and immediately after the Decease of the said P. S. Party hereto, then to the Use of the said H. S. the Infant and his Assigns, for and during the Term of his natural Life without Impeachment of Waste; Remainder to the same Trustees and their Heirs during his Life, in Trust to preserve contingent Remainders thereof, herein after limited; Remainder to the Heirs Male of the Body of the said H. S. the Infant, in Tail Male successively; Remainder to the said P. S. the Infant and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; Remainder to the same Trustees and their Heirs, during the Life of the said P. the Infant, in Trust to preserve the contingent Remainders thereof herein after limited; Remainder to the Heirs Male of the Body of the said P. S. the Infant in Tail Male successively; and for Default of such Issue, —, and for Default of such Issue, then to the Use and Behoof of the right Heirs of the said H. S. the Infant, for ever: **And** as for and concerning the other full Moiety or Half-Part of and in all and singular the said intended to be conveyed Manors, Lands and Premises, to the Use of the said H. S. the Infant and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; Remainder to the said S. R. and J. T. and their Heirs during his Life, in Trust to preserve the contingent Remainders thereof, herein after limited; Remainder to the Heirs Male of the Body of the said H. the Infant in Tail Male successively; Remainder to the said P. S. the Infant and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; Remainder to the same Trustees and their Heirs during the Life of the said P. the Infant, in trust to preserve the contingent Remainders thereof, herein after limited; Remainder to the Heirs Male of the Body of the said P. S. the Infant, in Tail Male successively; and for Default of such Issue, —, and in Default of such Issue, then to the Use and Behoof of the right Heirs of the said H. S. the Infant for ever; **And further**, That he the said P. S. Party hereto, shall deliver upon Oath by a Schedule unto the said J. T. immediately after the Execution of these Presents, all and every the Deeds, Evidences and Writings, whether in his Custody or Power, or in the Custody or Power of any other Person or Persons in Trust for him, touching or relating to all the said Premises or any Part thereof. **And it is hereby further covenanted and agreed** by and between the said Parties to these Presents, and their true Intent and Meaning is, that there shall be yearly paid by Half-yearly Payments out of the Rents and Profits of all the said Premises (except the Mansion-house at W. and the Outhouses, Yards, Gardens, Orchards and Appurtenances thereunto belonging, after a Deduction of Taxes and other Out-goings and necessary Salary and Expences,) one Annuity of 25 l. per Ann. to the said P. the Infant, during the Term of his natural Life, (nevertheless determinable in Case he shall become intitled to and in Possession of the said Premises,) the same to be paid to him by equal Half-yearly Payments, viz. at Michaelmas and Lady-Day; the first of which Half-yearly Payments to begin and be made on Michaelmas-Day next; and also one Annuity or yearly Sum of 50 l. to the said A. S. during the Term of her natural Life by equal Half-yearly Payments on the Days aforesaid; the first of which Half-yearly Payments to begin and be made on Michaelmas-Day next, &c. **In Witness, &c.**

A Schedule of Deeds to be delivered on Oath.

An Annuity to one of the Infants, &c.

An Agreement to end Suits, an Ejectment having been brought by a Widow for her Jointure made by her Husband, by a Settlement in Pursuance of his Father's Will; the Premises after sold and the Bargainee in Possession; an Ejectment brought and Verdict thereon, an Order of Assize, Judges divided, a further Debate, Judgment for Plaintiff, Error brought, Judgment affirmed, a Bill in Chancery and Injunction, Answer, Injunction dissolved and the Jointure and Marriage proved; after which the Parties agree as to the Charges and settling the Estate, &c.

THIS Indenture of six Parts made, &c. **Between** D. G. of, &c. (Widow and Relict of T. G. late of, &c. Gent. deceased, who was the only Son and Heir of T. G. late of, &c. Merchant also deceased,) and J. H. of, &c. of the first Part, D. T. of, &c. (Widow and Relict of J. T. Clerk, deceased,) (the only surviving Daughter of the said T. G. the Father,) and J. T. of, &c. eldest Son of the said D. T. of the second Part, A. B. of, &c. Gent. of the third Part, J. L. of the Middle Temple, London, Gent. of the fourth Part, E. H. of, &c. Gent. of the fifth Part, and W. M. of, &c. Esq; of the sixth Part: **Whereas**, &c. (Recital of T. G. the Father's Will, whereby he gave unto his Trustees for ever, Recital of the Father's Will.

Settlement
made by T. G.
the Son on D.
his Wife, of
the Premises
for her Join-
ture.

Conveyance of
Premises to
Mr. V. C.

Mr. J. C.'s
Death before
a Recovery
suffered

Death.

Conveyance
by Deed, Fine
and Recovery
to Mr. J. M.
and his Heirs.

all his Lands, &c. to the Use of his Son T. G. for Life, subject, &c.) and after that, to the Use of the said Trustees for his Son T.'s Life, upon Trust to preserve the contingent Uses and Estates therein after limited, and that they might make Entries and bring Actions as often as Occasion should require; the Profits of the said Premises to be nevertheless to the Use of his Son T. and his Assigns, and after his Decease, to the Use of such Woman or Women as should be his Wife for the Term of her and their respective natural Life or Lives, as and if he should by Deed appoint and direct, &c. for that Purpose, (subject as aforesaid, and from and after his Decease and the Decease of such his Wife and Wives (if any,) or for Default of such Limitation to her or them as aforesaid, then to the Use of the Heirs of his Body, &c. and for Default of such Issue, to the Use of all and every his the Testator's Daughter and Daughters, (equally to be divided between them) and the Heirs of their several Bodies lawfully issuing; and for Default of such Issue, then to the Use of his the Testator's Brother N. G. and the Heirs Male of his Body, with Remainder to the said Testator's Heirs for ever; and he did thereby charge his Lands with the Payment of, &c. and made his said Son Residuary Legatee and Sole Executor.) **And whereas** by Indenture bearing Date, &c. **Between** the said T. G. the Son (by the Name of, &c. of the one Part, and R. C. and S. B. of, &c. of the other Part, (reciting as therein is recited;) the said T. G. the Son, (in Consideration of a Marriage then shortly intended, which was soon after had and solemnised,) between him the same T. G. and D. H. (now the said D. G. Party hereto,) and in Consideration of the Sum of 150 l. and other valuable Considerations, which he the said T. G. the Son had and was to have and receive as a Marriage Portion with the said D. and for her better Preferment and Advancement, and the Heirs of her Body lawfully begotten by the same T. G. (in Case she the said D. should survive him) did grant, &c. unto the said R. C. and S. B. **All** the Lands, Right, Title, Term and Terms of Years, which the said T. G. the Son had and was intitled unto by virtue of the last Will and Testament of T. G. his Father deceased, or otherwise, which Lands are therein mentioned to be commonly known by the Names of, &c. as by the Deeds thereunto belonging might more at large appear, and all the Right, &c. **To hold**, &c. for ever; **Upon Trust**, and to the Intent and Purpose, that the said R. C. and S. B. and the Survivor, &c. should permit and suffer the said T. G. the Son and his Assigns, peaceably and quietly to hold, enjoy, receive and take the Rents, Issues and Profits of all and singular the said granted Premises, for and during the Term of his natural Life, and immediately after his Decease, to and for the Use and Behoof of the said D. for and during the Term of her natural Life, and immediately after the Decease of the said D. to and for the Use of the Heirs of her Body lawfully begotten by the said T. G. for ever, as by, &c. **And whereas** the said T. G. the Son, by virtue of his said Father's Will, having entred upon the Lands and Tenements thereby to him devised, (subject in Manner as aforesaid) by Indenture of Lease and Release, bearing Date, &c. in Consideration of the Sum of 400 l. &c. paid to him the said H. G. the Son, by J. C. of, &c. and also in Consideration that the said J. C. had agreed to discharge the several Incumbrances therein mentioned to be charged on the said Premises, amounting to, &c. he the said T. G. the Son, did grant, &c. unto and to the Use of W. C. therein named, his Heirs and Assigns, *In Trust nevertheless* for the said J. C. his Heirs and Assigns, the several Messuages, &c. therein particularly mentioned, situate, &c. to the Intent to make him the said W. C. Tenant to a *Præcipe*, in Order for suffering a Common Recovery of the said Premises, within the Time and in Manner as therein expressed; which Recovery of the Premises, when suffered, was thereby agreed and declared, should be and enure to the Use of the said J. C. his Heirs and Assigns for ever; in which Indenture of Release the said T. G. did thereby covenant to make any further Assurance of the said Premises unto the said J. C. his Heirs and Assigns, in Manner as therein mentioned: **And whereas** the said J. C. immediately after the Executing of, and by Virtue of the said recited Indentures of Lease and Release, entred upon and enjoyed the said Premises and received the Rents and Profits thereof, but before such Common Recovery could be suffered to compleat his Title thereto, the said J. C. departed this Life without Issue, and without having conveyed away his Title therein, whereby if the said Recovery had been suffered, the said Premises on his Death would have come to his Sister and Heir C. P. (Wife of C. P.) Mother of J. M. (since deceased,) and Brother of the said W. M. Party hereto: **And whereas** by Indenture *Tripartite*, bearing Date, &c. **Between** the said T. G. the Son, C. P. and C. his Wife, and W. C. of the first Part, A. L. of the second Part, and J. C. Gent. of the third Part, (reciting therein among other Things,) that the said C. P. and C. his Wife, had agreed to convey all the Right and Interest in the Premises so conveyed, in Trust for the said J. C. as aforesaid, unto the said J. M. (subject to the aforesaid Charges thereon which then remained unsatisfied) *It is by the same Indenture witnessed*, and for the several Considerations therein mentioned, and by Virtue of a Fine and Recovery therein covenanted to be levied and suffered, and which were accordingly levied and suffered, the said Hereditaments and Premises were by them the said T. G. the Son, C. P. and C. his Wife, and W. C. granted and conveyed unto and to the Use of the said J. M. and his Heirs, in such

Manner and subject as therein is mentioned and expressed: **And whereas** the said *J. M.* by His Entry. Virtue of the said Conveyance so made to him as aforesaid, entred upon and enjoyed the said Premises, and received the Rents and Profits thereof until the Time of his Death, which was on or about the 23d of *March* 1719. and during that Time paid to the said *D. T.* the said Sum of 150*l.* so charged on and payable to her out of the said Premises as aforesaid, and also to the Representatives of *J. C.* (she being then dead,) the other 150*l.* charged and payable to her as aforesaid, and also to the said Annuities of 20*l.* and 10*l.* *per Ann.* so agreed to be paid thereout in Manner as aforesaid: **And whereas** the said *J. M.* dying without Issue and Intestate, the said Hereditaments and Premises descended and came to the said *W. M.* Party hereto, next Brother and Heir at Law, who thereupon took Possession of the said Premises, and received the Rents and Profits thereof, without any Disturbance until some Time after the Death of the said *T. G.* the Son, which happened on or about the 23d Day of *September* 1726. **And whereas** the said *D. G.* by Virtue of the above recited Indenture of Settlement of the 16th of *April* in, &c. being intitled to a Jointure Estate for Life in all the said Premises so conveyed to the said *J. M.* as aforesaid, in or about *Michaelmas* Term in the second Year of the Reign of his present Majesty, caused an Ejectment to be delivered in the Name of *H. P.* as Plaintiff against the said *W. M.* and one *G. D.* as Defendants and Tenants of the said Premises hereby intended to be released, upon two several Demises of the said *D. G.* and *R. C.* for recovering her said Jointure Estate, and the said *W. M.* and *G. D.* as Defendants appearing thereto in *Hilary* Term then following, and having pleaded the General Issue thereto, the Cause on the 30th of *July* in the 3d Year of the Reign of his said present Majesty was tried at *L. in C.* at which Time the original Will of the said *T. G.* the Father, and the said Jointure Settlement so made on the said *D.* being produced and fully proved to the Satisfaction of the Court, thereupon a Verdict was given for the Plaintiff in Ejectment, (subject to a Rule or Order of Affise for the Judges Opinion in *Michaelmas* Term then next following,) and in *Hilary* Term then following, the said Order of Affise was made a Rule of the Court of Common Pleas at *Westminster* in Sir *George Cook's* Office, the said Cause being then and there depending; and upon the Application and Request of the said *D. G.* the said Cause was ordered by the said Court in the same Rule to be set down in the Paper to be argued by Counsel on both Sides; and Cases being prepared and delivered to the Judges, the Cause came on to be argued before the Judges of the said Court in *Easter* and *Trinity* Terms then following; but the Judges of the said Court being divided in their Opinions, the said Cause was ordered to stand over until the next *Michaelmas* Term following, in the fourth Year of his present Majesty's Reign, to be further argued by Counsel on both Sides, when the Question was, whether the said Jointure-Deed made by the said *T. G.* the Son amounted to be an Appointment for a Jointure for her the said *D.* pursuant to the Will of the said *T. G.* the Father; and three of the Judges of the said Court being of Opinion that it was a good Appointment, the Court on the 18th Day of *November* in that same *Michaelmas* Term pronounced Judgment for the said Plaintiff, and the said Judgment was signed the next Day, and 30*l.* 16*s.* 8*d.* Costs taxed thereon; and thereupon the said Defendants brought a Writ of Error, returnable in his Majesty's Court of King's Bench at *Westminster* in *Octabis Sancti Hilarii* then following; and the Record of the said Judgment, which was entered on a Roll Number 1503. in *Trinity* Term, in the second and third Year of his present Majesty's Reign, was transcribed into the said Court of King's Bench, and there entered on a Roll Number 375. in *Hilary* Term, the fourth Year of his present Majesty; and in *Easter* Term following the general Errors being assigned, the Cause was set down to be argued; and the said Judgment was affirmed by the said Court of King's Bench, and the said Judgment was signed on the 21st Day of *May* 1731. and 12*l.* 10*s.* Costs taxed thereon. **And whereas** on or about the 21st of *April* 1731. the said *W. M.* exhibited his Bill in the High Court of Chancery as Plaintiff against the said *D. G.* *D. T.* and others therein named as Defendants, whereby (after setting forth therein amongst other Things) the herein before recited Will of the said *T. G.* the Father, and the said several Conveyances made from the said *T. G.* the Son, of the said Hereditaments and Premises to the said *J. W. C.* in Trust for the said *J. C.* as aforesaid, and to the said *J. M.* and his Heirs, and also the Plaintiff's Title to the Premises, and the said Trial on the said Ejectment, and other Proceedings as to a Judgment obtained, and Writ of Error since brought thereon, in the Manner or to the Effect as the same are herein before recited) it was, amongst other Things prayed, that the Defendant *D. G.* might set forth her said Jointure Deed, and Date thereof, and when and where the same was, and by whom executed, and the Witnesses Names thereto; and whether she was ever, and when and where, married to the said *T. G.* the Son, and by whom, and where registered; and that the said Defendant *D.* might be enjoined from Proceeding at Law against the said Plaintiff, and be decreed to deliver up her said Deed of Settlement to be cancelled; and if she should be intitled to the Benefit thereof, that then she might pay the Arrears, and secure to Plaintiff the Interest of the said 150*l.* Legacies, and

Without Issue
Premises de-
scended to
W. M. (Party
hereto) who
took Possession.

Ejectment
brought by
D. G. for her
Jointure.
Appearance.
Plea.
Trial.

Verdict.
Order of
Affise.
Rule of Court
thereon.

Set down for
Argument.
Argument.
Judges di-
vided.

Ordered to
stand over.
The Question.

Judgment.

Writ of Error
brought.
Transcript.

Error assign-
ed.

Argument.
Judgment af-
firmed.

W. M.'s Bill
in Chancery.

and that the said Defendant *D. J.* and the other Defendants, might assign their Interest in the Premises to the Plaintiff, and that he might be quieted in the Possession thereof; soon after the filing which Bill the said Plaintiff obtained an Injunction to stop all Proceedings at Common Law; since which the said Defendant *D. G.* and the said other Defendants, having put in their several Answers to the said Bill, by an Order of the said Court dated the 7th of July 1731. the said Injunction was discharged; and it is thereby ordered, That the said Cause should proceed to be heard, and several Commissions having issued out of the said Court to examine Witnesses on both Sides in the said Cause, the said Jointure Settlement of the said *D. G.* and her Marriage with the said *T. G.* the Son, have been fully proved; and the said Cause is now set down in *Trinity* Term last for hearing in the said Court; and the said *D. G.* after Dissolving the said Injunction, obtained Possession of the said Premises hereby intended to be released, and still continues in the Possession thereof: **And whereas** by Indenture of Lease and Release, bearing Date, &c. *Between* the said *D. G.* and *D. T.* of the first Part, the said *A. B.* of the second Part, and the said *J. H.* of the third Part, *It is by the same Indenture of Release witnessed*, That for docking, barring and destroying of all Estates Tail and Remainders thereon depending, of and in a Moiety of the Premises therein and herein after mentioned, and for settling the same to the Uses therein and herein after expressed, and for 5^s. a-piece to the said *D. G.* and *D. T.* paid by the said *A. B.* and by Virtue of a Fine and Recovery therein agreed to be levied and suffered by them the said *D. G.* and *D. T.* unto the said *A. B.* before the End of *Michaelmas* Term then next, in Manner as therein expressed, (which Fine and Recovery were accordingly levied and suffered) *All* that one full and undivided Moiety or Half-Part (the Whole in two equal Parts to be divided) of and in, &c. and which are therein mentioned to be the same Premises which by the said *T. G.* the Father, by his last Will and Testament, devised to the said *T. G.* his Son, with Remainders over, were granted and conveyed to and for the Uses, Intents and Purposes therein and herein after mentioned, (that is to say) To the Use of the said *A. B.* his Executors and Assigns, for and during the Term of 500 Years, determinable as therein and herein after is mentioned; and from and after the Determination of the said Term, to the Use of the said *D. G.* and her Assigns, for and during her natural Life; and from and after her Decease, to the Use of the said *D. T.* her Heirs and Assigns for ever: And as to the said Term of 500 Years, it is declared by all the Parties thereto, that the same was so limited to the said *A. B.* his Executors and Assigns only, upon Trust that he and they, by and out of the Rents and Profits of the said Premises, should and might raise and levy all such Sums of Money as he or they then had, or thereafter should disburse or expend in the prosecuting and defending of the Right and Title of the said *D. G.* and *D. T.* or either of them, in and to the said Premises; and also sufficient to pay and satisfy the said *A. B.* for his Trouble and Attendance in such Defence and Prosecution, and for the levying and passing the said Fine and Recovery, and other Charges incident thereto; as in and by the said last several in Part recited Indentures of Lease and Release, Fines, Exemplifications of Recoveries, Proceedings on the said Ejectment and Bill, Answers and Proceedings in Chancery, (Relation being to them respectively had) more fully and at large may appear: **And whereas** there is now due and owing from them the said *D. G.* and *D. T.* to the said *A. B.* on Account of his Disbursements, Expences, Trouble and Attendances in the managing, prosecuting and defending their Right and Title to the said Premises in the several Causes aforesaid, and for levying the said Fine and Recovery thereof, and other incident Charges relating to the Matters aforesaid, in the Whole the Sum of 300^l. as by his Bill of the particular Items thereof appears, which is hereby agreed and acknowledged so to be by them the said *D. G.* and *D. T.* testified by their being Parties to and executing of these Presents: **And whereas** the said *W. M.* (as Heir at Law to his Brother *J. M.* and by Virtue of the said recited Indentures of Lease and Release made to the said *W. C.* of the said Premises, in Trust for the said *J. C.* and of the said subsequent Conveyances so made to the said *J. M.* and his Heirs in Manner as aforesaid) is now intitled to the Fee-simple and Inheritance of the said Premises, (*subject nevertheless* to the Jointure-Estate for Life of her the said *D. G.* therein as aforesaid, and also to such Estate, Right and Interest therein, as she the said *D. T.* after the Death of the said *D. G.* may claim therein by Virtue of the said *T. G.* the Father's Will, as being now his only surviving Daughter): **And whereas**, to the End and Intent to compromise all Disputes both in Law and Equity now depending between them the said *W. M.* *D. G.* and *D. T.* touching or concerning the aforesaid Premises, and to the End and Intent to make a final End and Determination thereof, and to prevent all future Disputes and Controversies whatsoever between them touching or concerning the same, he the said *W. M.* hath proposed and agreed to pay to them the said *D. G.* *J. H.* *D. T.* and *A. B.* on their executing these Presents, the Sum of 700^l. to be paid to them in the several Proportions and Manner herein after mentioned; *And in Consideration thereof* they the said *D. G.* *J. H.* *D. T.* and *A. B.* have agreed to grant and convey all their respective Estates, Right, Title and Interest, of, in and

to all and singular the herein before and after mentioned Messuages, Lands, Tenements, Hereditaments and Premises, unto and to the Use of the said *W. M.* his Heirs and Assigns, in such Manner as herein after is for that Purpose also mentioned and expressed: **Now this Indenture witnesseth,** That in Pursuance and Part of Performance of the said recited Agreements, **It is hereby mutually agreed and declared** by and between them the said *W. M.* *D. G.* and *D. T.* that the aforesaid Causes, Suits and Controversies now depending between them at Law and in Equity touching the said Premises, and all other the Proceedings, Matters and Things aforesaid, shall from henceforth absolutely abate, cease and determine, to all Intents and Purposes whatsoever; and that all and every the Parties hereto, who are Plaintiffs and Defendants in the aforesaid Causes, Suits and Controversies, shall bear and pay their respective Costs and Charges therein; and that none of them the same Parties shall from henceforth require or be paid from each other any Costs or Charges whatsoever touching or concerning the same: **And this Indenture further witnesseth,** That for and in Consideration of the said Sum of 630*l.* of lawful Money of Great Britain by him the said *W. M.* at or before the Sealing and Delivery of these Presents, in Hand well and truly paid to them the said *D. G.* *J. H. D. T. J. T. &c.*

First Consideration,
As to all Proceedings at Law and Equity to determine.

Second Consideration,
As to the Conveyance, &c.

An Agreement between a Father and his Intestate Son's Widow, (where the Father had entered a Caveat to prevent her Administration) whereby the Father is to have his Son's Clothes and Money if the Widow be not brought to Bed in a limited Time.

Articles, &c. Between *E. D.* of, &c. of the first Part, *M. D.* of, &c. (Widow and Relict of her late Husband *R. D.* late of, &c. Victualler, deceased) of the second Part, and *J. L.* of, &c. of the third Part.

Whereas the said *R. D.* lately died Intestate, possessed of a considerable Personal Estate: *R. D.* died Intestate. **And whereas** some Disputes have arose touching the granting Administration thereof to the said *M. D.* his Wife; and he the said *E. D.* (Father of the said *R. D.* deceased) to prevent the same being granted to the said *M. D.* hath caused a Caveat to be entered in the Prerogative Court of Canterbury against her for that Purpose: **And whereas** to prevent all future Disputes, Suits and Controversies touching the same, **It has been and is agreed** between the said *E. D.* and *M. D.* as follows, viz. That she the said *M. D.* shall now deliver to the said *E. D.* All the Wearing Apparel whatsoever of her said late Husband, and also pay to him the said *E. D.* the Sum of 10*l.* and also the further Sum of 40*l.* in Case she the said *M.* be not now with Child, and delivered of such Child in such Manner as herein after is for that Purpose mentioned: **In Consideration** whereof he the said *E. D.* hath agreed to withdraw the said Caveat, and to release his Right and Interest of, in and to the Estate late of him the said *R. D.* in such Manner as herein after is mentioned: **And whereas** the said Sum of 40*l.* hath by the Order of the said *M. B.* been deposited and paid into the Hands of the said *J. L.* upon the Contingency, and in Trust to be by him paid in such Manner as herein after is likewise mentioned: **And whereas** she the said *M. D.* in Pursuance of her said Agreement, hath before the Executing hereof paid to him the said *E. D.* the said Sum of 10*l.* and also delivered to him all the Wearing Apparel of her said late Husband; **And** he the said *E. D.* in Pursuance of his said Agreement, hath before the Executing hereof withdrawn the said Caveat so entered as aforesaid: **Now these Presents witness,** and the said *E. D.* in Pursuance of his said Agreement, and in Consideration of the said Sum of 10*l.* so to him now paid by the said *M. D.* and also that all the said Wearing Apparel late of him the said *R. D.* hath been by her the said *M. D.* delivered to him as aforesaid, the Receipt of which said 10*l.* and the Delivery of such Wearing Apparel as aforesaid, he the said *E. D.* **Doth** hereby acknowledge, and also in Consideration of the said Sum of 40*l.* so deposited as aforesaid, to be paid to him upon the Contingency herein after mentioned, he the said *E. D.* **hath,** and by these Presents **Doth** absolutely remise, release, and for ever quit Claim unto the said *M. D.* her Heirs, Executors and Administrators, all and all Manner of Action or Actions, Suits, Claims and Demands whatsoever, both in Law and Equity, or otherwise howsoever, which he the said *E. D.* now hath, can, shall or may have, claim, challenge or demand, against her the said *M. D.* her Executors or Administrators, touching or concerning all or any Part or Parts of the Goods, Chattels, Debts, and all other the Personal Estate whatsoever late of him the said *R. D.* and of and from all other Claims and Demands whatsoever touching the same, from the Beginning of the World to the Day of the Date hereof. **And these Presents further witness,** and it is hereby mutually covenanted, agreed and declared, by and between all the Parties hereto, for themselves and for their respective Executors and Administrators, and the true Intent and Meaning of them and of these Presents is, that the said Sum of 40*l.* so deposited and

Disputes about Administration. Caveat. Agreement to end Disputes.

The Intestate's Father to have his Clothes and Money, if the Widow be not with Child.

paid into the Hands of the said *J. L.* as aforesaid, was and is so deposited upon the Trusts, and to be by him paid in Manner as follows, *viz.* In Case it shall appear, or that she the said *M. D.* at any Time before the Day of — now next shall declare to him the *J. L.* (such Declaration to be in Writing under her Hand) that she the same *M.* is not quick or with Child, or if and in Case she the said *M.* be now with Child, and such Child shall not be born alive and christened before the — Day of — now next ensuing, that then in either of the Cases aforesaid, he the said *J. L.* his Executors or Administrators, shall then forthwith pay the said Sum of 40*l.* to the said *E. D.* his Executors, Administrators or Assigns; and upon this further Trust, that if and in Case she the said *M. D.* be now with Child, and such Child shall be born alive of her Body and christened before the said — Day of — now next, then and in such Case he the said *J. L.* his Executors or Administrators, immediately after such Child so born and christened, shall pay to the said *M. D.* her Executors or Administrators, the said Sum of 40*l.* **Provided nevertheless,** and so as such Child be born and christened in the Presence of *M. L.* (Wife of the said *J. L.*) *M. R.* (Wife of *R. R.* of *C. Gent.*) and *M. R.* (Wife of *J. R.*) some or one of them, in Case then living; and to and for no other Trust, Use, Intent or Purpose whatsoever. **And lastly,** it is hereby further agreed and declared by and between the said Parties, **And** they the said *E. D.* and *M. D.* **Do,** and each of them **Doth** hereby respectively direct and appoint the said *J. L.* his Executors and Administrators, to pay the said Sum of 40*l.* pursuant and according to the respective Trusts as aforesaid touching the same; and that the Receipt of him or her the said *E. D.* or *M. D.* so intitled to receive the same by Virtue of the Trust aforesaid, shall be a good and sufficient Discharge in Law to him the said *J. L.* his Executors and Administrators for the same; and that then this present Writing shall be delivered up to the said *M. D.* **In Witness, &c.**

Articles of Agreement to end Differences about watering of Meadows and keeping of Flood Hatches, &c.

Articles, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part.

Whereas there have lately arisen between the said Parties divers Controversies and Disputes concerning the Use and Enjoyment of the Water running in a certain Brook or Rivulet, commonly called, &c. for the overflowing, watering and improving of a certain Plot of Meadow Ground belonging to the said *C. D.* commonly called or known by the Name of, &c. in, &c. containing, &c. and likewise concerning the repairing and amending of the Hatches, commonly called or known by the Names of *C.* and *E.* set up by the said *C. D.* and *A. B.* between the said Meadow, called, &c. and a Parcel of Meadow belonging to the said *A. B.* **Now** for the putting a final End and amicable Conclusion to all the Controversies and Differences aforesaid, and for the asserting and assuring the several Rights of either of them the said Parties in the future Use and Enjoyment of the said Water, to their mutual Benefit and Advantage, **It is hereby fully agreed** and concluded by and between the said Parties to these Presents, and they the said *A. B.* and *C. D.* do for themselves respectively, and not the one for the other, and for their several respective Heirs, &c. covenant, &c. to and with each other and their respective Heirs, &c. by these Presents, in Manner and Form following, that is to say, That for and during so long Time as he the said *C. D.* shall think fit and keep the said Hatches called *C.* for the watering of the said Meadow called, &c. he the said *C. D.* his, &c. shall and will from Time to Time, and at all Times, when and as often as Need shall require, at his and their own proper Costs and Charges, well and sufficiently repair, amend and maintain the said Hatches called *C.* in such Manner as the same may be useful, as well to and for the watering, overflowing and improving of the said Meadow belonging to the said *A. B.* called, &c. as of the said Meadow called, &c. belonging to the said *C. D.* **And** that during all such Time as the said Hatches called *E.* shall continue to the Use aforesaid, he the said *A. B.* his, &c. shall and will from Time to Time, and at all Times, when and as often as Need shall require, at his and their own proper Costs and Charges, well and sufficiently repair, amend and maintain the said Hatches called *E.* whereby the same may be likewise useful for watering the said Meadow called, &c. belonging to the said *C. D.* **And** that they the said *A. B.* and *C. D.* their, &c. shall and may from henceforth, and at all Times whilst the said Hatches shall remain and continue as aforesaid, peaceably and quietly use, have, take and enjoy the said Hatches, for the watering, overflowing and improving their said respective Meadows alternatively, for and by the Space of one Week for each and every three Acres in the said Meadow contained, that is to say, The said *C. D.* shall and may use, have, take and enjoy the same three Weeks, for and in Respect of the nine Acres contained in his said Meadow; **And** the said

said *A. B.* shall and may take, use and enjoy the same two Weeks, for and in Respect of the six Acres in his said Meadow contained; and that as often in every Year, and in Turn as aforesaid, as Occasion shall require, without any Let, Hindrance, Molestation or Interruption of either of them, their or either of their Heirs, &c. And also that such of them the said Parties, their, &c. who shall first cut and mow his or their respective Meadow in the Beginning of each and every Season, shall have the Preference and Liberty first to make Use of and enjoy the said Water and Hatches during the Time hereby allotted and appointed as aforesaid, and afterwards the other alternatively in Manner aforesaid. And for the true Performance, &c. In Witness, &c.

Sixteenthly, For laying in Water.

An Agreement to lay in Water in a Country Town, and to pay for the same.

THIS Indenture made the, &c. Between *R. P.* of, &c. and *W. P.* of, &c. of the one Part, and — of *H.* aforesaid, of the other Part, witnesseth, That they the said *R.* and *W. P.* for and in Consideration of the Covenants and Conditions hereafter in these Presents expressed, Have granted and agreed, and by these Presents do grant and agree to and with the said —, That they the said *R.* and *W. P.* shall and will furnish the said — with Water from out of the River called *H. River*, lying in *H.* aforesaid, for his own private Use, to be used by him and his Family only about their necessary Occasions, in the now Dwelling-House of the said —, situate in *H.* aforesaid, and to be conveyed into the said Dwelling-House by a Pipe and a Cock thereto belonging, to be laid therein by the said *R.* and *W. P.* for that Purpose from the main Pipe that lieth in *H.* aforesaid, to convey the Water from out of the said River called *H. River*, into the Town of *H.* aforesaid, in Order to serve the Inhabitants thereof (or so many of them as shall think proper to agree for the same) with Water for the Term of — Years, to commence from the Day of the Date of these Presents, fully to be complete and ended; He the said — yielding and paying therefore yearly during the said Term, unto the said *R.* and *W. P.* their Executors, Administrators or Assigns, at the House of the said *W. P.* situate in *H.* aforesaid, the Sum of —, of, &c. by four equal Quarterly Payments, (to-wit) at the, &c. without Abatement or Deduction for any Tax or Rate whatsoever imposed or to be imposed; the first Payment to begin, and to be made at the, &c. next coming after the Date hereof; which yearly Rent the said — doth for himself, his Executors and Administrators, covenant, promise and grant by these Presents, to and with the said *R.* and *W. P.* and their Executors, Administrators and Assigns, well and truly to pay by even and equal Portions unto the said *R.* and *W. P.* and their Executors, Administrators and Assigns, at the Days aforesaid appointed for Payment thereof in every Year, during the Continuance of this Agreement, at the Dwelling-House of the said *W. P.* situate as aforesaid. And the said *R.* and *W. P.* for themselves, their Executors, Administrators and Assigns, do covenant and grant by these Presents, to and with the said —, That they the said *R.* and *W. P.* shall and will furnish the said — with Water as aforesaid; and also shall and will at their own proper Costs, Charges and Expences, lay a Pipe and Cock into the Dwelling-House of the said — for the conveying of the said Water as and in Manner aforesaid; and shall and will at their like Costs and Charges keep the same in Repair. **Provided always,** and the said — doth covenant, promise and grant to and with the said *R.* and *W. P.* and their Executors, Administrators and Assigns, by these Presents, That the said *R.* and *W. P.* and their Executors, Administrators or Assigns, Company and Workmen, or their Officer or Servants for that Purpose appointed, or to be appointed, shall or may peaceably and quietly come into the said House and Premises thereto belonging of the said — in the Day-time, as often as shall be convenient, to lay in the said Pipe and Cock for conveying the said Water, and to view the said Pipe and Cock, and to repair the same when wanting, or any other Pipe or Branch that shall be derived into any other House from the said — and to see the said Water shall not be given, sold, taken away, or run to waste; and to take up the said Pipe and Cock at the End of the said Term, and to carry the same away to their own Pipe and Cock. **Provided always,** That if the said yearly Rent shall be behind or unpaid in Part or in all, by the Space of seven Days next after any of the said Days on which the same ought to be paid as aforesaid, contrary to the Tenor and true Meaning of these Presents, the same being demanded at the House of the said — by the said *R.* and *W. P.* and their Executors, Administrators or Assigns, or their Servants, Attorney or Officer for that Purpose appointed; or if the said Water shall run to waste at any Time, the said — shall for every Day after such Default of Payment of the said Rent, and for every such Waste, upon Request or Demand, pay, or cause to be paid to the said *R.* and *W. P.* and their Executors, Administrators or Assigns,

Assigns, or to their Officer demanding the same, the Sum of 2 s. 6 d. *Nomine pene*: Or if any Part or Quantity of the said Water issuing by or through the said Pipe, shall happen to be conveyed, given, sold or converted to any Place or Places, Person or Persons, Use or Uses whatsoever, other than for the necessary Use and Service of the said —, and Family inhabiting in his said House; or if any other Watercourse shall be drawn or derived out of the said Pipe or Cock by the said —, or by any other Person or Persons by his Consent, Privy or Procurement, contrary to the true Tenor and Meaning of these Presents; or if that the said — his Executors or Administrators, shall not pay and satisfy to the said R. and W. P. their Executors, Administrators or Assigns, the said Sum of 2 s. 6 d. upon Demand, when, and as often as the same shall become due, that then it shall and may be lawful to and for the said R. and W. P. and their Executors, Administrators or Assigns, or their Officer, Servants or Workmen for that Purpose by them appointed, to take up the said Pipe and Cock, and sever it from the main Pipe at their Will and Pleasure, and to carry the same away without any manner of Let, Trouble or Denial, Claim or Demand of the said —; and that then, and from the Time of taking up the said Pipe and Cock, this present Grant and Agreement, and every Covenant, Article and Agreement, tending to the Advantage or Benefit of the said — shall be utterly void and frustrate to all Intents and Purposes; any Thing in these Presents contained to the contrary thereof in any wise notwithstanding. *In Witness* whereof the Parties above named to these present Indentures their Hands and Seals interchangeably have set, the Day and Year first above written.

For more Agreements see the Titles *Compositions, Copartnership, and Settlements before Marriage.*

Articles of Agreement for providing a Subscription Plate to be run for.

We whose Names are hereunto subscribed, in order to encourage a friendly Meeting of Gentlemen in the Town of W. in the County of B. and also a Breed of good and able Horses, have severally promised and agreed, and by these Presents do this — Day of — in the Year of our Lord — severally covenant, promise and agree to and with each other, in Manner and Form following, that is to say,

1. **I**t is agreed, that on or before the — Day of — next, a Plate shall be provided by A. B. Esq; as Steward, or his Deputy, according to the Subscriptions hereunder written, to be run for on the Course on — Downs near W. aforesaid, by any Horse, Mare or Gelding whatsoever, that shall be duly entered for that Purpose (except such Horse, Mare or Gelding as have won above the Value of — l. in Plate or Money at any one Time); and that every such Horse, Mare or Gelding, that shall run for the said Plate, shall be obliged to carry 10 Stone Weight at 14 Pounds to the Stone.

2. It is agreed, that the said Plate shall be won by running the best of three Heats on the said Course (each Heat being four Miles or thereabouts as the Course is now set out); and that half an Hour shall be allowed to rub and refresh such Horses, Mares or Geldings between each Heat.

3. It is agreed, that if any Horse, Mare or Gelding, that shall run for the said Plate, shall run on the wrong Side of any Post or Flag, such Horse, Mare or Gelding, shall immediately return to the same Post or Flag which he so left on the wrong Side, and run as he ought to do, or shall lose the Benefit of the said Plate.

4. It is agreed, that if any Horse, Mare or Gelding, shall be distanced in any one of the said three Heats, that such Horse, Mare or Gelding, so distanced, shall not run any more, nor the Owner thereof have any Benefit of the said Plate: And if any Horse, Mare or Gelding, shall happen to distance all the rest, that then the Owner of such Horse, Mare or Gelding, shall have the said Plate without any more Riding: And if any Horse, Mare or Gelding, shall win two Heats, and shall not be distanced the third Heat, that then the Owner of such Horse, Mare or Gelding, shall have the said Plate.

5. It is agreed, that if three several Horses, Mares or Geldings, shall in running for the said Plate win each of them a Heat, that such three Horses, Mares or Geldings only, and none other, shall run the fourth Heat; and that such Horse, Mare or Gelding, that wins the fourth Heat, shall be deemed the winning Horse, and the Owner thereof shall win the Plate.

6. It is agreed, that it shall be lawful for the Owner of any Horse, Mare or Gelding, that shall run for the said Heat, to chuse a Tryer (such Tryer not betting on any Side), to judge which Horse, Mare or Gelding, comes first to the Distance and Ending Posts, provided he gives the Name of such Tryer to the Steward or his Deputy before the first Time of starting.

7. It is agreed, that every Person that shall ride for the said Plate shall, at his alighting at the End of every Heat, be obliged to weigh himself; and if thereupon he wants above one

Pound of ten Stone Weight, or refuses to weigh such Person, or the Owner of such Horse, Mare or Gelding, shall lose the Benefit of the said Plate.

8. It is agreed, that all the Horses, Mares or Geldings, that run for the said Plate, shall be obliged to start between the Hours of two and four of the Clock in the Afternoon; and that such Horse, Mare or Gelding, that is not ready to start by that Time, the Owner thereof shall lose his Benefit and Share in the said Plate; and the rest of the Horses, Mares or Geldings, may start without him; and that Notice of starting every Time shall be given by Drum, Horn or Trumpet, by the Appointment of the Steward or his Deputy.

9. It is agreed, that no Person shall run any Horse, Mare or Gelding, for the said Plate, that has not actually and *bona fide* been his own for two Months next before the Time of running; and that no Horse, Mare or Gelding, shall run for the said Plate, whose Size, Colour, Mark and Name (if any) together with the Name of the Owner, shall not be entered with the Steward or his Deputy in a Book or Paper which shall be by him kept for that Purpose; such Entry to be made at the Request of such Owner or his Deputy on the — Day of — next, between the Hours of eight of the Clock in the Forenoon and six of the Clock in the Evening, at the *Bear Inn* in *W.* aforesaid, in the said County of *B.* At which Time and Place every Horse, Mare or Gelding, that is intended to run for the said Plate, shall be shewn, or otherwise excluded from all Benefit thereof; and it is agreed, that every such Horse, Mare or Gelding, shall be kept in the Town of *W.* aforesaid (at the House of such Person, keeping an Inn or Publick House, as shall contribute towards a Galloway Plate), from the Day of Entry to the Day of Running.

10. It is agreed, that for the Entry of every Horse, Mare or Gelding, shall be paid to the Steward or his Deputy one Guinea if a Subscriber, and two Guineas if no Subscriber, (such Monies nevertheless to go towards the said Plate), and also five Shillings to the Clerk for entering.

11. It is agreed, that the Steward or his Deputy shall, before the said — Day of — next, put the Course and Posts in proper and good Repair, and may deduct the Charge thereof out of such Monies as he shall receive towards providing the said Plate, together with the Charge of giving Notice thereof in the News Papers, and all other Charges relating to the same, as well for these Articles as otherwise.

12. It is agreed, that if any Difference shall happen to arise about the true Meaning of these Articles, the same shall be determined by the Majority of the Subscribers then present, whose Determination either in Writing or otherwise shall be final and conclusive.

Appointments.

First, Concerning the Conveying Freehold and Copyhold Lands, and selling Stocks.

*From a Wife to her Trustee, pursuant to a Power reserved in a Settlement, to pay Rents and to * convey Freehold, and surrender Copyhold Lands, to the Use of a Purchaser.* * See the Conveyance, Tit. Lease and Release.

T All, &c. *B.* the Wife of *A.* of — sends Greeting. **Whereas** by Indenture, &c. (Recital of Deed of Limitation to *C.* in Trust for *E.* for Life, then to pay the said *B.* Daughter of the said *E.* (exclusive of her Husband) all the Rents, &c. during her Life, or to her Appointment, &c. and for want thereof to her Heirs.) **Now know ye,** That I the said *B.* in Pursuance of, and according to the Direction and Appointment of the said Limitation of Trust, **Do** by these Presents, signed and sealed by me in the Presence of three credible Witnesses, whose Names are indorsed as Witnesses on the Back of these Presents, authorize, direct and appoint the said *C.* his Heirs and Assigns, to pay, or cause to be paid, unto *D.* of —, his Heirs or Assigns, **All** the Rents, Issues and Profits of the said Messuage, &c. during my Life, and after my Decease, in Trust for the said *D.* his Heirs and Assigns, in Pursuance of the before mentioned Limitations of Trusts; **And whereas** Part of the above mentioned Messuage, &c. are Freehold, and Part of them are Copyhold of Inheritance held of the *Q.* Manor of —: **Now** for the better Assuring, Settling and Conveying of the said Premises to the said *D.* his Heirs and Assigns, to the Use of the said *D.* his Heirs and Assigns, I the said *B.* **Do** hereby further authorize, direct and appoint the said *C.* his Heirs and Assigns

PART II.

4 B

(according

(according to the Power vested in me by the said Indenture of the — Day, &c.) to execute such Conveyance of the Freehold Part of the said Messuage, &c. to the said D. his Heirs and Assigns, to the Use of the said D. his Heirs and Assigns, and to surrender into the Hands of the Lord of the Manor such Part of the said Premises as are Copyhold, to the Use of the said D. his Heirs or Assigns, as the Counsel of the said D. his Heirs or Assigns, learned in the Law, shall reasonably advise or require.

Of a Moiety of an Estate limited for the Use of younger Children, who being desirous to sell the same, and the Title Deeds being refused to be produced, an Attorney is empowered to file a Bill in Chancery, &c.

THIS Indenture Quadripartite, &c. Between W. R. the elder, of, &c. and A. his Wife, W. R. the younger, (eldest Son and Heir apparent of the said W. R. the elder and A. his Wife,) and T. G. of, &c. (Son and Heir of T. G. late of, &c. deceased, which said T. G. deceased was the surviving Trustee named and appointed in and by the Indenture of Settlement herein after recited) of the first Part, J. R. K. R. and R. R. (Sons of the said W. R. the elder and of A. his Wife) G. E. of, &c. and M. his Wife, and W. W. of, &c. and A. his Wife, (which said M. E. and A. W. are the two Daughters of the said W. R. the elder and A. his Wife) of the second Part, B. C. of, &c. (one of the Creditors of the said W. R. the elder and W. R. the younger) of the third Part, and J. P. of, &c. T. C. of, &c. and A. B. of, &c. of the fourth Part: **Whereas** by Indenture bearing Date, &c. and made, &c. **Between** the said W. R. the elder and A. his Wife, of the one Part, and J. G. late of, &c. (since deceased) and the said T. G. the Father, deceased, of the other Part, (Reciting as therein is recited;) and in Pursuance of an Agreement therein mentioned, and for making a separate Provision for the said A. (the Wife of the said W. R. the elder) and her Issue, and for preserving them from Want, according to the said Agreement, and for other Considerations therein mentioned, *They* the said W. R. the elder and A. his Wife, (by and with the Consent of the said T. G. and T. G. the Father, testified as therein mentioned,) *Did* direct and appoint that — *All* that Messuage, &c. — (*The Parcels short*) should from thenceforth go and be *To and for the several Uses*, and subject to the Limitations and Agreements therein and herein after in Part mentioned, limited, expressed and declared, of and concerning the same, (*viz.*) *To the Use* of the said T. G. and T. G. (Parties thereto) and their Heirs, for the Life of the said A. R. upon the Trusts therein and herein after mentioned, *With* Remainder to the said T. G. and T. G. and their Heirs, during the Life of the said W. R. the elder, *Upon* the subsequent Trusts therein mentioned; *And* as for and concerning one Moiety of all the said Premises, from and after the Decease of the said W. R. the elder and A. his Wife, *To the Use* of the first Son of the said A. by the said W. R. the elder in Tail General; *Remainder* to the second, third, fourth, and every other Son or Sons of the said A. by the said W. R. the elder successively, in Tail General; *Remainder* to all the Daughters of the said A. by the said W. R. the elder, as Tenants in Common; *And* as for and concerning the other Moiety of the said Premises, from and after the Decease of the said A. and W. R. her Husband, and of the Survivor of them, *To the Use* of such Child and Children of the said A. by the said W. R. the elder, for such Estate and in such Manner and Form as the said W. R. and A. his Wife during their joint Lives should, by any Deed or Writing, to be by them sealed and subscribed in the Presence of three or more Witnesses, limit or appoint; *And in Default of such Appointment*, or upon the End or Determination of such Uses and Estates, *Then to the Use* of the Daughter or Daughters, Son and Sons of the said W. R. the elder and A. his Wife, (except the Heir at Law of the said A. by the said W. R. her Husband) in Tail General, *With Remainder* to the said W. R. the elder and his Heirs; *And it is by the said Indenture declared*, That the Estate limited to the said T. G. and T. G. and their Heirs, during the Life of the said A. was to be upon Trust that the Trustees in a husband-like Manner should cut and sell the Wood and Timber on the Premises, and take and receive the Rents of the said Premises, and pay them to the said A. for her separate Use, without any Account or Controul from her Husband touching the same; *And it is by the said Indenture further declared*, That the Estate thereby limited to the said Trustees and their Heirs, during the Life of the said W. R. the elder, was to be *Upon Trust*, That they the said Trustees and their Heirs, from the Death of the said A. should permit the said W. R. the elder to receive the Rents of the said Premises, for the Maintenance of himself and his Children by the said A. in such Manner as they the said Trustees should think fit; and in Case of his Neglect, then the said Trustees were to have Power to retain and apply, for such Purpose, any Sum not exceeding 15*l.* per Ann. as by, &c. **And whereas** the said J. J. and R. R. and M. E. and A. W. are all the younger Children of the said W. R. the elder and A. his Wife, which are now living, and

B. C. purchaser.

A. B. Solicitor.
Recitals,
of a Settlement
for the Maintenance
of Wife and
Children;

Uses therein
as to one
Moiety.

The like as
to the other
Moiety, for
younger Children,
by
Deed, &c.
jointly appoint.

Declaration,
to cut and sell
Wood and receive
Rents.

As to other
younger Children
being of
Age.

and they have all attained their several Ages of 21 Years; **And whereas** the said *W. R.* As to no Ap-
the elder and *A.* his Wife have not made any Appointment of or concerning the aforesaid pointment
Moiety of the said Premises by the said recited Indenture, so limited, or intended to be li- yet made for
mited unto or for the Benefit of their younger Children as aforesaid; **And whereas** in and Of Articles
by certain Articles of Agreement indented, bearing Date, &c. and made, &c. between for Sale of
the said *W. R.* the Elder and *A.* his Wife, the said *W. R.* the Younger, *J. R. K. R. R. R.* Premises to
G. E. and *M.* his Wife, and *W. W.* and *M.* his Wife, of the one Part, and the said *J. P.* Mr. P.
of the other Part, They the said *W. R.* the Elder, *W. R.* the Younger, *J. R. K. R. R. R.*
G. E. and *W. W.* (in Consideration of 2 l. 2 s. of, &c. to them then paid, and of the further
Sum of 1267 l. 18 s. as in the said recited Articles and Agreements herein after is mentioned,) *Did*
for themselves, and for their respective Heirs severally covenant with the said *J. P.*
and his Heirs, That they the said *W. R.* the Elder and *A.* his Wife, *W. R.* the Younger, *J.*
R. K. R. R. R. G. E. and *M.* his Wife, and *W. W.* and *A.* his Wife, should and would
on or before, &c. absolutely convey and assure, by such Conveyances, Fines or other Assu-
rances, as the said *J. P.* or his Counsel should advise, free from all Incumbrances whatsoever,
All that, &c. which in and by the said first recited Indenture were limited and settled to the
several Uses herein before mentioned, Unto the said *J. P.* and his Heirs, or to such other Per-
son or Persons, and his or their Heirs, as the said *J. P.* should nominate and appoint; (Subject or to his Ap-
nevertheless, and it is by the said recited Articles agreed between all the Parties thereto, That pointment:
the said *W. R.* the elder and *A.* his Wife, should hold and enjoy the said Messuage, &c. for
and during the natural Lives of the said *W. R.* the elder and *A.* his Wife, and the Life of the
longer Liver of them, at the yearly Rent of a Pepper-Corn :) In Consideration whereof, The *J. P.*'s Co-
said *J. P.* did, for himself and his Heirs, covenant with the said *W. R.* the elder and *A.* his venant to pay
Wife, and all other the Bargainers therein named, That he the said *J. P.* or his Heirs, would Purchase
pay to the said Bargainers the said Sum of 1267 l. 18 s. in Manner as follows, (viz.) The Sum of Money, &c.
667 l. 18 s. Part thereof, at the Time when they should so convey the said Premises to the
said *J. P.* and his Heirs, or to such other Person as he or they shall appoint; and the remaining
600 l. was agreed should be left in the Hands of the said *J. P.* and his Heirs, and that the
whole Premises should be a Security for Payment of the Interest, after the Rate of 4 l. per
Cent. per Ann. to the said *W. R.* the elder and *A.* his Wife, during their Lives and the Life of
the longer Liver of them; and from and after both their Deceases, then 300 l. Part thereof,
should be paid to the said *W. R.* the younger, his Executors, &c. and the other 300 l. Resi-
due thereof, should be paid to the said *J. R. K. R. R. R. E.* and *A. W.* or to their several
Executors, Administrators or Assigns, equally Share and Share alike, as in and by, &c. Refer-
ence, &c. **And whereas** the Name of the said *J. P.* used in the said Articles was so used at As to Mr. P.'s
the Nomination of, and in Trust for the Benefit of the said *T. C.* which is by him the said *J. P.* Name being
so acknowledged to be testified by his being a Party to and executing hereof: **And whereas** used in Trust
since the Executing the said Articles it has been discovered that the said *W. R.* the Elder, and for Mr. C.
W. R. the Younger, have both been confined in *A.* Gaol for several Debts on Judgment, and As to the Fa-
otherwise, and that they were both discharged out of Custody by Virtue of two several Or- ther and Son
ders of the Court of Sessions held for the County of *B.* in Pursuance of a certain Act of Par- being in Gaol
liament passed in the Year 1729, for Relief of Insolvent Debtors, and that at or in a short and discharged
Time after such their Discharge, the Clerk of the Peace for the same County had executed an by the Act
Assignment of all the Estate and Effects of him the said *W. R.* the Younger (mentioned in a 1729, and
Schedule to the said Assignment annexed) unto the said *B. C.* and also to *O. P.* in the said re- the Assignment
cited Assignment named, but since deceased, two of the Creditors of him the said *W. R.* the of their Estate
Younger, for and towards Payment to them and the other Creditors therein mentioned, of to two Credi-
their respective Debts therein specified: (See after the End of this Deed what Alterations were in- tors, in Trust,
tended to be made here.) **And whereas** it hath been since also discovered, that sometime before &c.
the Year 1729, the said *W. R.* the Elder and *W. R.* the Younger, borrowed of *R. S.* the As to a Debt
Sum of 100 l. and for securing the Payment thereof with Interest, they confessed a Judgment due from them
to him, which is presumed to be entred up on Record, and for the better securing Payment by Judgment,
of the said 100 l. and Interest they the said *W. R.* the Elder and *W. R.* the Younger, or one of and Deposit of
them deposited in the Hands of the said *R. S.* All the Title Deeds relating to the said Premises, Title Deeds,
and they have since, upon the Credit of such Deposit, had from the said *R. S.* several further &c.
Sums, amounting to 200 l. more, or thereabouts: **And whereas** the said Sums of 100 l. so Supposed to
secured by the said Judgment is supposed to be charged upon, and that the same will after the effect the
Decease of the said *A. R.* affect the Moiety of the said Premises, so to them the said *W. R.* Moiety of the
the Elder and *W. R.* the Younger, by the said first recited Indenture limited as aforesaid; but Premises, &c.
the said *B. C.* the surviving Assignee of the Estate and Effects of the said *W. R.* the Younger,
insists that as for the Residue of the Monies since advanced by the said *R. S.* she shall have no
more than a Dividend, equal with him and the other Creditors, arising by Sale of the Moiety
of them the said *W. R.* the Elder and *W. R.* the Younger; and the said *R. S.* being lately
Dead,

As to Title Deeds being refused to be produced, and to bring a Bill in Chancery, &c.

As to the younger Childrens Desire that Premises may be conveyed, &c. and they not having Money to file a Bill, have desired T. C. for to lend 100 l. to carry on the Suit, &c. and his Agreement thereto. As to A. B. being nominated Solicitor.

Consideration, Letter of Attorney to carry on the Suit.

Dead, E. S. his Widow and sole Executrix refuses to accept of such Dividend, and peremptorily insists on the whole Debts, and will not return the Title Deeds now in her Hands, or produce the same; for which Reason it becomes necessary to file a Bill in the Court of Chancery, and thereby oblige her to produce and lodge them in the said Court, and to accept of such Dividend as aforesaid; and also to the End and Purpose that all the said Premises may be sold, and all Parties concerned may join in such Sale, and the Monies arising thereby paid according to the Direction of the said Court: **And whereas** all the younger Children of the said W. R. the Elder and A. his Wife are desirous to convey their Share and Interest in the said Premises, or to settle the same in the Hands of Trustees for enabling a Conveyance thereof, according to the true Intent and Meaning of the said recited Articles, and have been advised to file a Bill for that Purpose; but not having Monies to defray their Charges in so doing, and for carrying on a Suit for the Purposes aforesaid, have requested the said T. C. to advance and lend them the Sum of 100 l. for so doing, which he the said T. C. hath agreed to do the same accordingly: **And whereas** for Security of the Repayment thereof with Interest, it is agreed that the said Premises shall be settled in such Manner as herein after is mentioned: **And whereas** it is agreed by and between all the Parties hereto, as are of the First, Second and Third Part, that the said A. B. shall be, and he is by them the same Parties nominated to be the Solicitor to bring such Bill in Chancery as aforesaid, and to manage and carry on the said intended Suit or Cause for the End and Purposes aforesaid; and that all Costs and Charges relating to the same shall be born and paid by them the same Parties (except the said T. G. Party hereto) according to their respective Shares therein: **And whereas** the said T. C. (by and with the Consent and Direction of all the said younger Children of the said W. R. and A. his Wife, testified by their being Parties and executing hereof) hath, immediately before the executing hereof, paid the said Sum of 100 l. so by him agreed to be advanced as aforesaid, into the Hands of, &c. (a Banker) for and towards the Purposes aforesaid: **Now these Presents witness**, That in Consideration of the Premises, and for the End, Intent and Purpose aforesaid, they the said W. R. the Elder and A. his Wife, and W. R. the Younger, J. R. K. R. R. R. G. E. and M. his Wife, and W. W. and A. his Wife, and (at their Request, and by their Direction and Appointment, testified as aforesaid,) the said T. G. Party hereto, **have and each** and every of them **hath**, and by these Presents **do**, and each and every of them **doth** authorize, constitute and appoint, and in their Place and Stead put and depute the said A. B. his Executors, Administrators and Assigns, their true and lawful Attorney and Attornies, irrevocable in their Names, or in the Name or Names of them or one of them, as Counsel shall advise, forthwith to exhibit the said Bill in the said Court of Chancery, and to carry on and manage the said intended Suit or Cause, or any other Suit or Cause in the said Court or elsewhere, and to prosecute the same to Effect against the said E. S. and all other Persons whatsoever, whom it may concern, *as well* for the obtaining, producing and lodging of all and every the Title Deeds relating to the said Premises, into the said Court of Chancery, for the Benefit of the Purchaser thereof; *and that she* may be compelled to take her Dividend of the Monies arising by Sale of the Moiety of the Premises belonging to them the said W. R. the Elder and W. R. the Younger, in Equality and according to their other Creditors Shares therein; *and that* as well the same Moiety, as also the other Moiety of the said Premises, may be forthwith sold and absolutely conveyed to the said T. C. and his Heirs, for the Price or Sum of Money in the said recited Articles mentioned; *and that* Part of the Monies arising by Sale of the said Premises after the Death of the Survivor of them the said W. R. the Elder and A. his Wife, may be applied and paid to and for the Use and Benefit of their said younger Children, according to their several Shares in the said Articles mentioned; *And that* the Residue of the Monies arising by such Sale may be applied and paid as the said Court shall direct: **And finally** they the said W. R. the Elder and A. his Wife, W. R. the Younger, J. R. K. R. R. R. G. E. and M. his Wife, W. W. and A. his Wife, and T. G. **do** and each and every of them **doth** give and grant unto the said A. B. his Executors and Assigns, all their full, whole and absolute Power and Authority in all and singular the before mentioned Premises, *and do* hereby allow, ratify and confirm all such legal Acts and Things as he or they shall do by Virtue of these Presents: Nevertheless for the Purposes aforesaid, **And these Presents further Witness** that they the said W. R. the Elder and A. his Wife, **In Consideration** of the natural Love and Affection which they have for and bear unto their said five younger Children the said J. R. K. R. R. R. M. E. and A. W. and to the Intent to make some Provision for their future Support and Maintenance, and by Virtue and in Pursuance of the Power and Authority to them reserved and given in and by the said recited Indenture of Settlement for that Purpose, or of any other Power or Powers whatsoever any ways vested in or belonging to them the said W. R. the Elder and A. his Wife, **They** the said W. R. the Elder and A. his Wife, **have** and each of them **hath** limited and appointed, and by this their present Deed or Writing (duly sealed, subscribed and delivered in the Presence of the three Witnesses whose Names are herein indorsed) **do** and each of them **doth**

Appointment to the younger Children of a Moiety of Premises.

doth limit and appoint unto them the said *J. R. K. R. R. R. M. E.* and *A.* his Wife, all that the aforesaid Moiety or Half-part of and in all and singular the Messuages, &c. in the same Indenture of Settlement mentioned and comprised, situate, &c. and the Reversion, &c. **To have and to hold** the said Moiety or undivided Half-part of and in all and singular the said Messuages, &c. from and immediately after the Death of them the said *W. R.* the Elder and *A.* his Wife, unto and to the Use of them the said *J. R. K. R. R. R. M. E.* and *A. W.* their Heirs and Assigns for ever, as Tenants in Common and not as Jointenants, to be equally divided amongst them Share and Share alike. **And these Presents further witness,** That they the said *J. R. K. R. R. R. G. E.* and *M.* his Wife, and *W. W.* and *A.* his Wife, (in Consideration of the said Sum of 100 *l.* by the said *T. C.* so lent and paid on their Account and for the Purposes aforesaid, and for better securing Payment of the same, and the Interest thereof, unto the said *T. C.* his Executors, &c. in such Manner as herein after is mentioned,) **Do** and each and every of them **Doth** hereby charge and make chargeable the said Moiety or Half-Part of the said Messuages, &c. so limited to them as aforesaid, with their Appurtenances, together with their Part or Share of and in all Monies arising by Sale thereof, to and with the Payment of the said Sum of 100 *l.* unto the said *T. C.* his Executors, Administrators and Assigns; the same to be paid to him and them within ——— next after the Decease of the Survivor of them the said *W. R.* the Elder and *A.* his Wife, together with Interest for the same, from the Time of the Death of such Survivor, until Payment of the said 100 *l.* after the Rate of 5 *l.* per Cent. per Ann. and in the mean Time for securing Payment of such Interest Money unto the said *T. C.* his Executors, Administrators and Assigns, they the said *W. R.* the Elder and *A.* his Wife, **Do** and each of them **Doth** hereby charge and make chargeable and liable, as well the same Moiety of and in the said Messuages, Lands, Tenements, Hereditaments and Premises with their Appurtenances, as also all their and each of their Parts and Shares of and in all and every the Sum and Sums of Money so arising by Sale of the same Premises or any Part thereof, to and with the Payment unto the said *T. C.* his Executors, Administrators and Assigns, of the Interest of the said Sum of 100 *l.* after the Rate aforesaid, during the Lives of them the said *W. R.* the Elder and *A.* his Wife, and the longer Liver of them; the said Interest Money to be paid Half-yearly on *Midsummer-Day* and *Christmas-Day* by equal Portions, clear of all Taxes and Deductions whatsoever; the first Half-yearly Payment thereof to begin and be made on *Midsummer-Day* now next ensuing. **And these Presents further witness,** That for the better securing Payment of the said Sum of 100 *l.* and Interest, unto the said *T. C.* his Executors, Administrators and Assigns, and for the more effectual conveying and assuring of the said hereby limited Moiety of and in the said Hereditaments and Premises, to and for the Uses, Intents and Purposes herein before mentioned, limited and expressed of and concerning the same; the said *W. R.* the Elder, for himself, and for the said *A.* his Wife, and for their respective Heirs, and the said *W. R.* the Younger, for himself and his Heirs, and they the said *J. R. K. R.* and *R. R.* for themselves, and for their respective Heirs, and the said *G. E.* for himself, and the said *M.* his Wife, and for their respective Heirs; and the said *W. W.* for himself and the said *A.* his Wife, and for their respective Heirs, do severally and not jointly, nor the one for the other, or for the Heirs, Executors, Administrators or Acts of the other, but each of them for himself, and his own Heirs and his own Acts only, do, and each of them doth covenant, promise and grant, to and with the said ——— his Heirs and Assigns by these Presents, that they the said *W. R.* the Elder and *A.* his Wife, (*all the same Parties*) or their Heirs, shall and will on this Side or before the End of *Hillary-Term*, now next ensuing, or as of some other subsequent Term, at their joint and equal Charge, acknowledge and levy in due Form of Law, before the Justices of his Majesty's Court of Common Pleas at *Westminster*, one or more Fine or Fines *sur Conusance*, &c. with Proclamations to be thereupon had and made according to the Form of the Statute in that Behalf made and provided, unto the said ——— and his Heirs, of the said Moiety or undivided Half-Part of and in the said Messuages, Lands, Tenements, Hereditaments and Premises with their Appurtenances, by such apt and convenient Name or Names, Number of Messuages and Acres, Quantities and Qualities of Land and other Descriptions therein to be contained, as shall be advised and thought fit and requisite to ascertain and comprise the same; **Which** said Fine or Fines so as aforesaid, or in any other Manner, or at any other Time to be had and levied, when the same shall be levied and perfected accordingly, and also these Presents and all and every other Fine and Fines, Conveyances and Assurances in the Law whatsoever, already had, made, levied or executed, or hereafter to be had, made, levied or executed, by or between the said Parties to these Presents, or any of them, or any others, of or concerning the said hereby limited Hereditaments and Premises, shall be and enure, and shall be adjudged, deemed, construed and taken to be and enure, and is and are hereby declared shall be and enure **To (such and such Uses.)** **And** each of them the said *W. R.* the Elder, *W. R.* the Younger, *J. R. K. R. R. R. G. E.* and *W. W.* for themselves, &c. do hereby covenant, &c. to and with the said *T. C.*

The younger Children charge the same for Payment of the 100 *l.* to Mr. C.

And so do the Father and Mother.

Covenant to levy a Fine.

Declaration.

Covenant that no Act is, or will be done to incumber the Premises.

T. C. his Executors, &c. by these Presents, that they the said *W. R.* the Elder and *A.* his Wife, *W. R.* the Younger, *J. R. K. R. R. R. G. E.* and *M.* his Wife, and *W. W.* and *A.* his Wife, or any of them, have not, &c. any Act, &c. (See Tit. **Covenants**) shall or will at any Time hereafter do, &c. any Act, &c. whereby or by Means whereof the herein before limited Premises, or any Part thereof, are, or is, or shall, or may be any wise impeached, charged or incumbered in any Manner howsoever; Nor shall or will at any Time hereafter, without the Consent of him the said *T. C.* his Executors, &c. first had in Writing for that Purpose, revoke or make void the above mentioned Letter of Attorney, or any Power or Authority thereby given; nor shall or will release, discharge, disavow or dissent from, or do any other Act, Matter or Thing whatsoever, whereby to hinder, prevent or stop any Proceedings whatsoever, which shall be concerned and brought in the said Court of Chancery, or otherwise, for the producing the said Title Deeds, or for Sale of the said hereby limited Moiety of the said Premises, for the Intents and Purposes aforesaid, (without such Consent as aforesaid;) But shall and will (upon Request of the said *T. C.* his, &c.) make, do, and execute all and every such farther and other lawful and reasonable Acts and Things in the Law whatsoever, as well for the collecting and strengthening of these Presents, as also for the further and better conveying, assuring and confirming of the said hereby limited Moiety of and in the said Premises, to, for, and upon the several Uses, Intents and Purposes herein before mentioned, limited and expressed, of and concerning the same, as by the said *T. C.* his, &c. shall on that Behalf be reasonably advised or required. **In Witness, &c.**

Nor to revoke the said Letter of Attorney.

Nor stop Proceedings.

But shall do any further Act to confirm this Deed.

*Special Recitals intended to be inserted in the foregoing Deed at this Mark. **

W. R. Innholder's Share.

The Younger Children willing to join in the Sale to *T. C.*

and that the Money be applied according to the Articles, but that *W. R.* the Elder's Share of the Premises by Act of Parliament is liable to the Payment of said Debts, &c.

One of the Children dangerously ill.

— By Virtue of which Assignment, all his the said *W. R.* the Younger's Part and Share of and in the said Messuages, &c. and of and in all the Monies arising by Sale thereof, is now absolutely vested in the said *B. C.* In Trust for himself and all the other Creditors of the said *W. R.* the Younger for Payment of his Debts, so far as the same will extend to pay and satisfy. **And whereas** the said *J. R. K. R. R. R. M. E.* and *A. W.* (the five younger Children of the said *W. R.* the Elder; and *A.* his Wife,) together with the said *G. E.* and *W. W.* the Husbands of the said *M. E.* and *A. W.* are willing and desirous to join in Sale of the said Messuages, &c. comprised in the said recited Articles, and that the same may forthwith be absolutely conveyed to the said *T. C.* or to such other Person or Persons who will purchase the same, (in Case of his the said *T. C.*'s not thinking fit to proceed therein,) **And** that the Monies arising by Sale thereof, may be applied and paid as mentioned in and according to the true Intent of the said recited Articles, But the same at present cannot be fully compleated and performed, in Regard that the said *W. R.* the Elder's Part or Share of and in the said Premises by Virtue of the aforesaid Act of Parliament is now subject and liable to the Payment of his Debts, and by Reason that no Assignment thereof can be made without an Order of Sessions for the said County of *B.* which will not be held till immediately after *Easter* next: **And whereas** the said *M. E.* one of the said younger Children being now dangerously ill, and in Case of her Death before the Performance of the Intention of the said Articles, new Difficulties may arise and a Delay made whereby to hinder a present Sale of the said Premises; **Therefore** to prevent and avoid such Delay, and of any new Difficulties that may arise touching Sale of the said Premises, and for the expediting and furthering and enabling a speedy Sale thereof to the said *T. C.* or to such other Person or Persons who will purchase the same; they the said *W. R.* the Elder and *A.* his Wife, *W. R.* the Younger, *J. R. K. R. R. R. G. E.* and *M.* his Wife, and *W. W.* and *A.* his Wife, and also the said *T. G.* (Party hereto,) at their special Instance and Request, testified by their being Parties to and executing of these Presents, have agreed to levy a Fine of the said Messuages, &c. and Premises unto them the said *J. P.* and *C. S.* to the End the same may be absolutely sold as soon as can be; **And** that the Monies arising by such Sale shall be applied and paid to and for the several Uses, Intents and Purposes, and subject in such Manner as herein after is mentioned, expressed and declared of and concerning the same: **Now this Indenture witnesseth,** That in Pursuance and Performance of the said recited Agreement, &c.

From a Wife to her Trustees to sell South-Sea Stock.

Recital of Settlement before Marriage, whereby it is declared that

T**O** all Persons to whom, &c. *E. B.* Wife of *G. B.* of, &c. (late *E. C.* of, &c. Spinster,) sendeth Greeting. **Whereas** by Indenture *Tripartite*, bearing Date, &c. made, &c. between the said *E. B.* (by the Name and Addition of *E. C.* of, &c. Spinster,) of the first Part, the said *G. B.* of the second Part, and *W. B.* and *J. A. P.* of the third Part, (made

(made previous and in Order to the Marriage of the said G. B. with the said E. his Wife) *South Sea*
 It was therein declared and agreed by and between all the said Parties to the said Indenture, Stock should
 that the said W. B. and J. A. P. their Executors, Administrators and Assigns, (amongst be transferred
 other Things) should stand possessed of 200l. Capital Stock of the Government and Com- to Trustees
 pany of Merchants of Great Britain trading to the South-Seas and other Parts of America, for the Wife's
 (therein mentioned to have been on the Day of the Date of said Indenture, transferred to, separate Use,
 the said W. B. and J. A. P. by the said E. B.) and all Dividends and Profits thereof; with a Power
 In Trust for the sole and separate Use and Benefit of the said E. B. free from the Controul, make an Ap-
 Intermeddling, Debts, Contracts and Engagements of the said G. B. (notwithstanding the then pointment
 intended Coverture,) and should from Time to Time pay to or permit the said E. B. during thereof.
 her Life-time, to enjoy, sell, give away, spend, or any ways to dispose of the same, and all
 and every or any Part of the said 200l. *South-Sea* Stock, or of the Dividends, Profits or Pro-
 duce of the same, in like Manner to all Intents and Purposes (notwithstanding the said then
 intended Coverture,) as if the said E. B. might or could have done in Case she had continued
 sole and unmarried, and freed and excepted from the Control, Intermeddling, Debts, Con-
 tracts and Ingagements of the said G. B. and after the Death of the said E. B. In Trust to trans-
 fer the same, or so much thereof as should remain undisposed of by the said E. B. in her Life-
 time, to such Person or Persons, and in such Proportions as she the said E. B. alone, by her
 last Will and Testament, or any other Writing or Writings under her Hand and Seal and pro-
 perly attested, should direct or appoint; and in Default of such Appointment, to the Execu-
 tors or Administrators of the said E. B. **Now know ye,** That the said E. B. by Virtue and Appointment.
 in Pursuance of the aforesaid Powers, Authorities and Limitations in the herein before in Part
 recited Indenture, and in Pursuance of all and every or any other Powers or Authorities in her
 now being, **Doth** and by these Presents **Doth** order, direct and appoint the said W. B. and
 J. A. P. as soon as conveniently may be, at the Market Price, to sell and dispose of the said
 200l. *South-Sea* Stock in their Names as aforesaid, and the Monies arising by such Sale, toge-
 ther with the Dividends or Profits accrued thereon, (after deducting the Costs and Charges of
 such Sale,) to pay to her the said E. B. to her sole and separate Use, according to the Limita-
 tions, Trusts, true Intent and Meaning of the said herein before in Part recited Indenture, and
 upon * Receipt thereof by her the said E. B. they the said W. B. and J. A. P. their Executors
 and Administrators, shall and will be absolutely freed and discharged of and from the said
 2000l. *South-Sea* Stock, and every Part thereof, and all Dividends and Profits thereof, and of
 every Part thereof. **In Witness,** &c.

* See the Form of her Receipt Tit. Receipts.

By a Widow to a Purchaser, (subject to the Payment of 100 l.) and the Confirmation
 of her Trustees.

THIS Indenture Tripartite made, &c. Between M. B. of, &c. Widow and Re-
 lict of J. B. late of, &c. Yeoman, deceased, of the first Part, W. W. of, &c. K. B. of,
 &c. Yeoman, of the second Part, and A. B. of, &c. of the third Part. **Whereas** by In- Recital of
 denture Tripartite, bearing Date, &c. and made between the said J. B. and M. his Wife, Conveyance
 (one of the two surviving Sisters and Coheirs of J. G. Junior, late of, &c. deceased, who was by Fine and
 the only Son and Heir of J. G. Senior,) of the first Part, G. B. of, and J. his Wife, (the Deed, where-
 other surviving Sister and Coheir of the said J. G. Junior) of the second Part, and the said by Lands
 W. W. and K. B. of the third Part, It is witnessed, That as well for the conveying, settling
 and assuring the Freehold Lands, &c. therein after mentioned, to and for the several Uses,
 Intents and Purposes therein and herein after mentioned and expressed, and by Virtue of a Fine
sur Conuſance, &c. in the said Indenture covenanted to be by them the said J. B. and M. his
 Wife, and G. B. and J. his Wife, unto them the said W. W. and K. B. and their Heirs, or
 to the Heirs of one of them, and since duly levied accordingly, **All** those, &c. (except, &c.
 out of the Indenture now recited, such and so much of the Lands and Tenements before men-
 tioned as were held by Copy of Court-Roll, it being intended that such Copyhold Lands and
 Tenements should not pass by the said present Indenture, but by such Customary Assurances as
 therein after mentioned,) and the Reversion, &c. **Were** by them the said J. B. and M. his were convey-
 Wife, and G. B. and J. his Wife, conveyed to the several Uses, Intents and Purposes therein ed,
 and herein after mentioned and expressed, that is to say, *As for and concerning one Moiety* or one Moiety
 equal Half-Part, (the whole in two equal Parts to be divided) of and in all and singular the said to the Use of
 Lands and Premises, To the only Use of the said G. B. his Executors, Administrators and G. B. for 100
 Assigns, for and during the full Term of 1000 Years from thence next ensuing, without Im- Years;
 peachment of Waste, subject to the Proviso or Condition therein after mentioned, for Redemp- subject to a
 tion Redemption

after that
Estate to
W. W.
In Trust to
be conveyed as
J. B. and
M. his Wife
shall appoint,
or as she, if
she survives,
shall appoint.

The other
Moiety to the
Use of G. B.
for ever, sub-
ject to a Pro-
viso of Re-
demption by
J. B. and M.
his Wife.

Default in
Payment.

Principal and
Interest.

Surrender.

Surrender and
Admittance of
Copyhold
Lands.

tion of the same Premises, of and from and after the Expiration, or other sooner Determination of the said Term of 1000 Years, and subject thereunto, *To the Use* of the said W. W. and their Heirs, *Upon Trust*, That they and the Survivor of them should, upon Request, convey and assure the same Moiety subject to the said Term of 1000 Years, unto such Person and Persons, for such Estate, Uses, Intents and Purposes, as the said J. B. and M. his Wife should, by any Writing under their Hands and Seals by them duly executed, direct, limit and appoint; and for Want of such Limitation or Appointment, and in Case the said M. the Wife of the said J. B. should him survive, then upon further Trust, to convey and assure the same Moiety of and in the same Premises, unto such Person and Persons, and for such Estate, Use or Uses, Intents or Purposes, as the said M. the Wife of the said J. B. should, by any Writing under her Hand and Seal, by her executed in the Presence of, and attested by, two or more credible Witnesses, limit and appoint; *And as to, for and concerning the said other Moiety or equal Half-Part* of and in all and singular the Lands and Premises therein before mentioned, *To the only Use* of the said G. B. his Heirs and Assigns for ever; subject nevertheless to a Proviso or Agreement in the said Indenture contained, for Redemption of the said Premises comprised in the said Term of 1000 Years, on Payment by the said J. B. and M. his Wife, or either of them, unto the said G. B. of the Sum of 101 l. 5 s. on, &c. as in and by the said in Part recited Indenture, (Relation, &c.) *And it is by the same Indenture further witnessed*, That in Consideration of the said Sum of 100 l. so paid to the said J. B. and M. his Wife, by the said G. B. and for the better and more effectual securing the Repayment thereof with Interest, according to the Covenant therein before contained, *He* the said J. B. *Did* for himself and the said M. his Wife covenant with the said G. B. that the said J. B. and M. his Wife, should on the Day of the Date of present Indenture, surrender and assure one Moiety of and in all and singular the Customary Messuages, Lands and Hereditaments held of the respective Manors of, &c. in the same Indenture recited and mentioned, and all other the Lands and Tenements within the Manors aforesaid, or either of them, which the said J. B. and M. his Wife, or either of them, held by Copy of Court-Roll, according to the Custom of the respective Manors whereof the same are held, *To the Use* of the said G. B. his Heirs and Assigns for ever, free from all Incumbrances whatsoever; *subject nevertheless* to the Equity of Redemption on Payment of 100 l. and Interest, relating to the said Freehold Premises as aforesaid; *And whereas* Default was made in Payment of the said Principal Sum of 100 l. &c. *And whereas* Default was made in Payment of the said Principal Sum of 100 l. and Interest, so made by the said recited Indenture to the said G. B. and by Reason of such Non-payment thereof, the Estate and Interest of him the said G. B. of and in the said Freehold Premises thereby limited to him for the said Term of 1000 Years, in Law became absolute for the Residue of the said Term: *And whereas* by a certain Indenture or Deed Poll, bearing Date, &c. and indorsed upon the Back of the said recited Indenture *Tripartite*, (reciting in the Deed Poll, amongst other Things, that Moiety or Half-Part of the Customary or Copyhold Premises in the within written Indenture mentioned, had been by them the said J. B. and M. his Wife, duly surrendered to the Use of the said G. B. his Heirs and Assigns, and that the said Principal Sum of 100 l. &c. *That the said Principal Sum* of 100 l. and the Interest thereof, from the Day of the Date of the within written Indenture then remained due to the said G. B. and that R. P. of, &c. Gent. (since deceased,) had agreed to lend and pay to the said G. B. the Sum of 100 l. upon the within mentioned Securities so made to him as aforesaid) *It is witnessed*, that in Consideration of the Sum of 100 l. to the said G. B. paid by the said R. P. *he* the said G. B. did bargain, sell, assign and set over unto the said R. P. *All* that Moiety or Half-Part of and in the Freehold Lands and Hereditaments, by the within written Indenture limited to him the said G. B. for the said Term of 1000 Years; *To hold* the same to the said R. P. his Executors and Assigns, from thenceforth for and during all the then Residue of the said Term of 1000 Years; *subject nevertheless* to a Proviso in the said Deed Poll contained for Redemption of the same Premises on Payment by the said G. B. his Executors or Assigns, to the said R. P. his Executors or Assigns, of the Sum of 100 l. and Interest, on a Day therein mentioned and since past; and *he* the said G. B. by the said Deed Poll, did covenant, that he, at the next or any succeeding Court-Baron to be held for the within mentioned Manor, would upon the Request of the said R. P. procure himself to be admitted to the within mentioned Copyhold Premises, and immediately thereupon, or at any Time after such Admittance had or taken out, would at the like Request of the said R. P. surrender and assure, according to the Custom of the said Manors, the said Moiety of all the said Copyhold Premises, unto and to the Use of the said R. P. his Heirs and Assigns, *subject nevertheless* to such Equity of Redemption by the said J. B. and the said M. his Wife, as the same Premises were then subject unto: *And whereas* the said Principal Sum of 100 l. so secured by the said J. B. and M. his Wife, one other said Moiety of the said Freehold and Copyhold Premises, to the said G. B. and by him afterwards assigned and covenanted to be surrendered to the said R. P.

as

as a collateral Security for Payment of the said Sum of 100*l.* and Interest, so by him lent and paid to the said *G. B.* in Manner as aforesaid, has not as yet been paid, and the same now remains due and owing, but all Interest for the same has been paid to the Day of the Date of these Presents: **And whereas** the said *J. B.* is since dead, and no Limitation or Appointment has been by him or the said *M.* his Wife, or either of them, as yet made of their said Moiety of the said Freehold Premises, pursuant to and according to the Power to them given and reserved, in and by the said recited Indenture *Tripartite* for that Purpose; and she the said *M. B.* being now intitled to the Equity of Redemption of and in the said Moiety of the said Freehold and Copyhold Premises so in Mortgage as aforesaid, *hath* (in Consideration of the Sum of — to be paid to her by the said *A. B.* as herein after is mentioned,) agreed to convey and assure to the said *A. B.* the said Moiety of and in the said Freehold Premises, and they the said *W. W.* and *J. B.* at the Request of the said *M. B.* have agreed to release all the Estate, Right and Interest, of, in and to the same Premises unto the said *A. B.* in such Manner and subject as herein after is also mentioned and expressed: **Now this Indenture witnesseth**, That for and in Consideration of the Sum of — of, &c. to the said *M. B.* in Hand, &c. by the said *A. B.* at, &c. the Receipt, &c. and for divers, &c. she the said *M. B.* by Virtue and in Pursuance of the Power to her given and reserved in and by the said recited Indenture *Tripartite*, and of all other Powers and Authorities whatsoever to her any ways given, reserved or belonging, *hath*, and by this her present Deed in Writing, sealed and delivered in the Presence of and attested by — (three credible Witnesses, whose Names are hereon indorsed) **Doth** hereby limit and appoint to the said *A. B.* **All** that her said Moiety or equal Half-Part of and in the said Freehold Lands, Hereditaments and Premises, with their Appurtenances, by the said recited Indenture *Tripartite*, limited to the said *G. B.* for the said Term of 1000 Years, and in Mortgage in Manner as aforesaid, and the Reversion, &c. **To have and to hold** the said Moiety or Half-Part of the said Freehold, &c. herein before mentioned and intended to be hereby limited and appointed, with their Appurtenances, unto the said *A. B.* her Heirs and Assigns for ever, freed, acquitted, exonerated, and absolutely discharged of and from all Right, Equity, Power and Benefit of Redemption whatsoever of her the said *M. B.* and her Heirs, of, in and to the same Premises, and every Part and Parcel thereof (**Subject nevertheless** to the Payment of the said principal Sum of 100*l.* and all Interest Monies now due and to grow due for the same, so secured thereon in Manner as aforesaid): **And this Indenture further witnesseth**, That for the Considerations aforesaid, and also in Consideration of the further Sum of 5*l.* of like, &c. to them the said *W. W.* and *J. B.* in Hand also paid by the said *A. B.* at or before the Executing hereof, the Receipt whereof is by them hereby respectively acknowledged, they the said *W. W.* and *J. B.* (at the special Instance and Request, and by and with the Consent, Direction and Appointment of the said *M. B.* testified, &c.) **Have**, and each of them **hath** bargained, sold and released, and by these Presents **Do**, and each of them **Doth** bargain, &c. unto the said *A. B.* **The** said Moiety or equal Half-Part of the said Freehold Lands, &c. with their Appurtenances so limited, in Use to them and their Heirs, in and by the said recited Indenture *Tripartite*, from and after the Determination of the said Term of 1000 Years thereby limited to the said *G. B.* as aforesaid; **And all** the Estate, &c. both in Law and Equity of them the said *W. W.* and *J. B.* or of either of them, of, in or to the same Premises, and every Part and Parcel thereof, by Virtue of the same Indenture, or otherwise howsoever; **To have and to hold** the said hereby released Moiety of the said Freehold Lands, &c. unto and **To the Use** of the said *A. B.* her Heirs and Assigns for ever; **Subject nevertheless** to the Payment of the said 100*l.* and Interest, so secured thereon in Manner as aforesaid: **And** each of them the said *W. W.* and *J. B.* severally and apart for himself, and for his respective Heirs, &c. and Acts only, &c. (*Covenant with A. B. that they have not done any Act to incumber the Premises, and other Covenants*). **In Witness, &c.**

Secondly, Appointments of Jointures, &c. on Marriages.

Of a Jointure made before Marriage, pursuant to a Power in a former Deed.

THIS Indenture made, &c. **Between** the Right Honourable *J.* Earl of *A.* in North Partia. Britain, Lord Viscount *S.* and one of her Majesty's most Honourable Privy Counsel in the Kingdom of Ireland, and the Right Honourable *J.* Lord *P.* Son and Heir Apparent of the said *J.* Earl of *A.* of the one Part, and *J. P.* of, &c. and *A. P.* eldest Daughter of the said *J. P.* of the other Part: **Whereas** by Indenture *Tripartite*, bearing Date the, &c. and Recitals. made, or mentioned to be made, between the Honourable *E. H.* Widow, one of the Daughters of the Right Honourable *J.* Lord *C.* Baron of *T.* deceased, the Relict of *J. H.* Esq; deceased,

deceased, the said *J.* Earl of *A.* (by the Name of the Right Honourable *J.* Earl of *A.* in North Britain, Lord Viscount *S.* and one of her Majesty's most Honourable Privy Council in the Kingdom of Ireland, Son and Heir of the said *J.* *H.* by the said *E.* the Right Honourable *E.* Countess of *A.* Wife to the said *J.* Earl of *A.* and the said *J.* *L.* *P.* of the first Part, *W.* *C.* and *A.* *C.* of the City of *D.* Esqrs. of the second Part, and the Right Honourable *J.* Lord *C.* Baron of *T.* and *J.* *F.* of the *M.* *T.* *L.* Esq; of the third Part, after reciting, as in the said Indenture *Tripartite* is recited, (among other Things) the Manors of *C.* and *D.* herein after mentioned, and the proportioned Lands, Tenements and Hereditaments herein after particularized, and intended to be hereby limited and appointed, were conveyed and limited to and for several Uses, Intents and Purposes, and under and subject to several Powers and Provisoes in the same Indenture *Tripartite* particularly mentioned and expressed; and in the said Indenture *Tripartite* is contained a Power or Proviso, that it should and might be lawful to and for the said *J.* Earl of *A.* and the said Lord *P.* during the Life-time of the said Earl, and to and for the said *J.* Lord *P.* surviving him the said Earl, to limit and appoint either before Marriage or after, by any Writing or Writings, signed and sealed in the Presence of two or more Witnesses, the said Manor of *C.* *D.* or either of them, or any Part of them, to or for the Use of any such Woman or Women as the said *J.* Lord *P.* should happen to marry, for the Life or Lives of such Woman or Women, for and as a Jointure to such Women respectively; as by the said Indenture *Tripartite*, (Relation being thereunto had) may at large appear: **And whereas** a Marriage, by the Consent of the said Earl of *A.* testified by his being a Party hereto, is intended to be shortly had and solemnized between the said *J.* Lord *P.* and *A.* *P.* **Now this Indenture witnesseth**, That in Consideration of the said intended Marriage, and for and in Consideration of the Sum of 10000*l.* of lawful, &c. to the said *J.* Earl of *A.* with the Consent of the said Lord *P.* (testified by his being a Party to, and signing and sealing of these Presents, in Hand paid by the said *J.* *P.* at or before the Sealing and Delivery of these Presents, as and for the Marriage Portion of the said *A.* *P.* the Receipt and Payment whereof the said *J.* Earl of *A.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, release and discharge the said *J.* *P.* his Heirs, Executors and Administrators, by these Presents, **They** the said *J.* Earl of *A.* and *J.* Lord *P.* by Virtue and in Pursuance of the said Power to them reserved by the said Indenture *Tripartite*, and of all and every other Power and Powers enabling them, or either of them hereunto, or which is or are any way given, reserved or belonging to them, or either of them, or is or are now vested in them, or either of them, **Have** limited and appointed, and by this Writing, signed and sealed by them the said *J.* Earl of *A.* and *J.* Lord *P.* in the Presence of *A.* *B.* *C.* *D.* and *E.* *T.* credible Witnesses, whose Names are hereon indorsed, **Do**, and each of them **Doth** limit and appoint unto the said *A.* *P.* **All** that, &c. and the Reversion and Reversions, Remainder and Remainders, Rents and Profits of the said Premises; **To have and to hold** the said Manors, Proportions, and all and singular the Premises herein before mentioned and intended to be hereby limited and appointed, with their and every of their Appurtenances, unto the said *A.* *P.* from and after the Solemnization of the said intended Marriage, and the Death of the said *J.* Lord *P.* her intended Husband, for and during the Term of her natural Life, for her Jointure, and in Lieu and Bar of all Dower, or Thirds and Title of Dower, or Thirds, which she shall or may have or claim out of any the Manors, Messuages, Lands, Tenements or Hereditaments, whereof the said *J.* Lord *P.* shall at any Time during the intended

Consideration. Coverture between him and the said *A.* *P.* be seised of any Estate of Inheritance: **And** the said *J.* Earl of *A.* for himself, his Heirs, Executors and Administrators, and the said *J.* Lord *P.* for himself, his Heirs, Executors and Administrators, do for themselves severally, and each of them doth covenant, grant and agree, to and with the said *J.* *P.* his Heirs, Executors and Administrators, by these Presents, in Manner and Form following, (that is to say) (Good Right to limit and appoint; and also that she the said *A.* *P.* and her Assigns, from and after the Solemnization of said intended Marriage and Death of said *J.* Lord *P.* may peaceably enjoy for her Life, free from Incumbrances. Vide Tit. **Covenants in general.**) **In Witness, &c.**

Appointment. Appointment of a Jointure by an intended Husband for his intended Wife's Life, (the further Limitations to be expressed in another Deed) in Consideration of a large Portion, made pursuant to several Surrenders, giving him Power to appoint.

Parcels.

Habendum.

Covenants.

Appointment of a Jointure by an intended Husband for his intended Wife's Life, (the further Limitations to be expressed in another Deed) in Consideration of a large Portion, made pursuant to several Surrenders, giving him Power to appoint.

THIS Indenture Tripartite, made, &c. **Between** Sir *T.* *S.* *S.* of, &c. Bart. (eldest Son and Heir of Sir *E.* *S.* late of, &c. by Dame *A.* *S.* his Widow and Relict) of the first Part, *C.* *D.* of, &c. Spinster, (one of the Daughters of Sir *S.* *D.* Knt. deceased, late one of the Aldermen of the City of London) of the second Part, and *A.* and *B.* [two Covenantees] of the third Part. **Whereas** by Indentures of Lease and Release, bearing Date, &c. the Release being *Tripartite*, and made, &c. between the said Sir *E.* *S.* and

and Dame A. his Wife, of the first Part, T. H. of, &c. Esq; since deceased, and W. B. of, &c. Esq; of the second Part, and S. H. of, &c. Esq; and J. V. of, &c. Esq; since deceased of the third Part, for the Considerations therein mentioned, the said Sir E. S. Did grant and convey unto the said T. H. and W. B. (two Covenantes) and their Heirs, All that the Manor of B. W. and the Parcel, &c. To hold the said Manors, Tithes, &c. and Premises unto the said H. and B. and their Heirs, to the Uses following, viz. As to, for, touching and concerning all those Messuages, &c. in W. aforesaid, To the Use of the said H. and B. their Executors, &c. for the Term of 99 Years, if the said Sir E. S. and Dame A. his Wife, or either of them, so long live, upon the Trusts therein mentioned, declared and expressed; and from and after the Determination of that Estate, then as for and concerning the said last mentioned Premises; And as, to, for and concerning all and singular other the Manors, &c. therein and herein before mentioned, To the Use of the said Sir E. S. for his Life, Remainder to Trustees during his Life to preserve the contingent Remainders; and from and after his Decease, To the Use of the said Dame A. S. for her Life; and from and after the Decease of the said Sir E. S. and Dame A. his Wife, To the Use of the said S. H. and J. V. their Executors, &c. and during the full Time and Term of 1000 Years, without Impeachment of or for any Manner of Waste, on the Trusts therein and herein after mentioned; and after the End, Expiration, or other sooner Determination of the said Term of 1000 Years, To the Use of the said Sir T. S. S. for his Life, Remainder to Trustees during his Life to preserve contingent Remainders, Remainder to the first and other Sons of the said Sir T. S. S. in Tail Male, with divers Remainders over; And as for, touching and concerning the said Term of 1000 Years, limited to the said S. H. and J. V. their Executors, &c. It is by the said recited Indenture Tripartite declared, that the same was so limited to them, Upon Trust to raise for the younger Children of the said Sir E. S. and Dame A. his Wife, the Sums following, for the Portions of such younger Children; that is to say, In Case there should be but one such younger Child, then such younger Child to have the Sum of 10000*l.* for his or her Portion; and in Case there should be two or more such Children, then such Children to have the Sum of 15000*l.* for their Portions, to be paid as the said Sir E. S. should appoint; and in Default of such Appointment, the said Sum of 15000*l.* to be paid to such Children, Share and Share alike, at their respective Ages of 18 Years or Days of Marriage, which should first happen; And on further Trust to raise Maintenance for such Children, not exceeding the Interest of their Portions; and in the said Indenture Tripartite, it was provided, that if the said Sir E. S. should leave unto such Child or Children, any Lands or Tenements, Goods or Chattels, or should in his Life-time advance them, by and with any Sum or Sums of Money, then such Sum or Sums of —, and the Value of such Lands, Tenements, Goods and Chattels, should be accounted as Part of their said Portions, and in the said Indenture Tripartite, is contained a Power enabling the said Sir T. S. S. when he should be in the actual Possession of the aforesaid Manors and Premises, to assign, limit or appoint, unto or to the Use of any Woman or Women, which he should marry, for the Life of such Woman for her Jointure, all or any Part or Parts of the same Manors and Premises, whereof he should be so in Possession as aforesaid, as in and by, &c. (Relation, &c. And whereas by Indenture Tripartite, bearing Date 30 April, &c. and made, &c. Between the said Sir T. S. S. of the first Part, H. S. and A. S. Sisters of the said Sir T. S. and Daughters of the said Sir E. S. of the second Part, and the said S. H. of the third Part, (after reciting the herein before recited Indentures of Lease and Release, or to the same Effect as they are herein before recited) and that the said Sir E. S. was dead, without making any Appointment touching the said Sum of 15000*l.* and left three young Children, (to wit) the said H. S. A. S. and E. S. and that the said H. S. and A. S. were become intituled to 5000*l.* a-piece, and the said E. S. to so much Money, as together with the Copyhold Estate after mentioned, would make up the Sum of 5000*l.* which ought to be raised out of the said Premises, limited to the said S. H. and J. V. for 1000 Years as aforesaid; and also that the said J. V. was then dead, and that the said H. S. and A. S. had severally attained their Ages of 21 Years, and that the said Sir T. S. S. had paid, or to their good Liking secured to them respectively the Sum of 5000*l.* a-piece for their Portions, and that the said Sir E. S. had left certain Copyhold Lands to descend to the said E. S. who then was, (and now is) under Age, of the Value of 2500*l.* or thereabouts, so that it was presumed there was only 2500*l.* due and to be raised for him, and that the said Sir T. S. S. was desirous to have it in his own Power to make a Jointure upon any Woman whom he should think fit to marry, and that the said Dame A. S. was content to join in any such Marriage Settlement, and that in Regard the said Sir T. S. S. was not in the actual Possession of the said Premises, he having only a Remainder expectant on the Determination of the said Term of 1000 Years, he could not by the Rules of Law make a Jointure on his Marriage with any Person, and therefore had desired the said S. H. (the said J. V. his Co-Trustee being dead) to surrender Part of the said Premises to the said Sir T. S. S. leaving a competent Part of the said Premises to answer and raise the said Sum of 5000*l.* or so much thereof as should

99 Years
Term in Part
of Premises.

1000 Years
Term in other
Part.

Declaration as
to the 1000
Years.

Portions for
younger Chil-
dren.

Proviso, that
when in actual
Possession, to
appoint, &c.

Sir E. S. dead
without Ap-
pointment.

Two Daugh-
ters of Age,
the Portions
secured.

Sir T. S. S.

mindful to
make a Joint-
ure, but
could not,
therefore de-
sired Trustees
to surrender
Part of Pre-
mises.

Agreement to be due to the said *E. S.* and that the said *S. H.* had agreed to surrender the greatest Part of the
surrender. said Manors and Premises to the said Sir *T. S. S.* and that the Messuages, &c. called, &c.
situate, &c. were to continue in the said *S. H.* for the Residue of the said Term of 1000
Years, to answer such Sum or Sums of Money, as were or should be due to the said *E. S.* and
Rest to an- to indemnify the said *S. H.* and that in Consideration thereof the said Sir *T. S. S.* had agreed to
swer the other ratify and confirm the said last mentioned Messuages, &c. to the said *S. H.* for the Residue of
Purposes. the said Term of 1000 Years on the Trusts therein and herein after mentioned; *It is witnessed*,
that as well in Performance of the said Agreement, as in Consideration of the Sum of 5*s.* paid
by the said Sir *T. S. S.* to the said *S. H.* he the said *S. H.* by the Direction of the said *H. S.* and
Surrender. *A. S.* did surrender and yield up to the said Sir *T. S. S.* the said Manors, &c. except, &c. *To*
hold the said Manors, &c. thereby surrendered or intended so to be, with their Rights, Mem-
bers and Appurtenances, (except as therein before excepted) unto the said Sir *T. S. S.* his Heirs
and Assigns, from thenceforth for the Residue of the said Term of 1000 Years then to come.
Confirmation And it is further witnessed, that the said Sir *T. S. S.* in Performance of the said Agreement,
of Premises and for 10*s.* paid by him to the said *S. H.* did ratify and confirm the said Messuages, &c.
excepted. thereby excepted, situate, &c. unto the said *S. H.* his Executors, &c. for the then Residue of
the said Term of 1000 Years, (*Jans Waste*) upon these Trusts, (that is to say) upon Trust for
Upon Trusts. Raising of such Sum and Sums of Money, to and for the said *E. S.* as at his Age of 21 Years,
or before that Time, shall be due to him by Virtue of the said recited Indenture of Release,
and the Trusts thereby declared touching the said Term of 1000 Years, and after Raising and
Paying the same, and the Costs, Charges and Expences which shall be occasioned by the Rai-
sing thereof, or in the Execution of the Trusts by the same Indenture *Tripartite*, &c. and by
the said Indenture of Release in the said *S. H.* reposed, then upon Trust to indemnify the said *S. H.*
his Executors, &c. from all such Costs, Charges, Damages and Expences, as he should be put un-
to, bear; pay or sustain, for or by Reason of the Making such Surrender as aforesaid, or otherwise
relating thereunto, and after such Indemnification, then upon such other Trusts, and to such Uses,
Intents and Purposes, and subject to such Restrictions, Provisoos, Conditions and Agreements, as
in the said Indenture of Release are declared or expressed touching the said Term of 1000 Years:
And whereas by Indenture bearing Date (1 July) &c. made, &c. between the said Dame *A. S.*
of the one Part, and the said Sir *T. S. S.* of the other Part, after mentioning therein the herein be-
fore recited Indentures of Lease and Release, and all the said Uses in the same Indenture of Release
limited subsequent to the said Use for 99 Years, and the said Power enabling the said Sir *T. S. S.*
when in actual Possession of the Premises, to make such Limitation as aforesaid, to any Woman
he should marry, for her Jointure, and that he was desirous to have it in his Power to make a Joint-
ture upon any Woman he should think fit to marry, and that the said Dame *A. S.* was content
to join in such Marriage Settlement, and that in Regard the said Sir *T. S. S.* was not in the ac-
tual Possession of the said Premises, he having only a Remainder expectant on the Determina-
tion of the Estate for Life of the said Dame *A. S.* and of the said Term of 1000 Years, he could
not by the Rules of Law by Virtue of the said Power, settle a Jointure on his Marriage with
any Woman, and that therefore the said *S. H.* (the said *J. V.* his Co-Trustee being dead,) Had
Another Sur- surrendered unto the said Sir *T. S. S.* the said Manors, &c. (excepting out of the same Surren-
render. der several Messuages, &c. which are no Part of the Messuages, &c. in the same Indenture
of the first of July last past mentioned and intended to be thereby surrendered, and that by
Means of such Surrender from the said *S. H.* the said Sir *T. S. S.* was become seised of an
Estate for his Life in Remainder, immediately expectant upon the Determination of the Estate
of the said Dame *A. S.* for her Life;) *It is witnessed* that for the Consideration therein men-
tioned, and for enabling the said Sir *T. S. S.* to be in the actual Possession of the said Heredi-
taments and Premises, there being then no other Estate in the said Premises precedent to the
Remainder of the said Sir *T. S. S.* than the Estate of the said Dame *A. S.* for her Life, she the
said Dame *A. S.* at the Request, by the Direction and with the Acceptance of the said Sir
T. S. S. did * surrender and deliver up unto the said Sir *T. S. S.* the same Manors, &c. as are
herein after mentioned or intended to be hereby assigned, limited and appointed, (being Par-
cel of the said Manors, Hereditaments and Premises, by the said Indentures of Lease and Re-
lease conveyed as aforesaid) and the Reversion, &c. and all her Estate, &c. *To hold*, &c. unto
the said Sir *T. S. S.* and his Assigns, to his and their own Use and Benefit, for and during the
natural Life of the said Dame *A. S.* as in, &c. Relation, &c. respectively, &c. And
Now Sir whereas the said Sir *T. S. S.* by Virtue of the said recited Indenture *Tripartite* of Release,
T. S. S. has and of the two said recited Deeds of Surrender is in the actual Possession of the said Manors,
Power to ap- &c. herein after mentioned and intended to be hereby assigned, limited and appointed, and
point.

* Several Surrenders of the Under-Tenants Leases to be made, and several Parts of the Lady *S.*'s Surrender, and of the Trustees of the Term of 1000 Years to be made, and a Set of them to be kept by the young Lady's Trustees.

hath Power to assign, limit and appoint the same as herein after is mentioned: **And whereas** Marriage.
a Marriage is intended, &c. between the said Sir T. S. S. and C. D. and her Fortune or Por-
tion is the Sum of 8000 l. consisting of the Sum of 3000 l. ready Monies, and in — Stock
estimated to be now of the Value of 5000 l. **Now this Indenture witnesseth**, that in Consideration
of the said intended Marriage, and for and in Consideration of the Sum of 3000 l. of Marriage
of lawful Money of Great Britain, (Part of the said Sum of 8000 l.) by, &c. to the said Sir Portion.
T. S. S. in Hand paid, at, &c. the Receipt, &c. and in Consideration of the said — Stock
of the Value of 5000 l. (Residue of the said Sum of 8000 l.) which are or are intended to be
transferred to — upon such Trusts, and for such Intents and Purposes, as are or are intended
to be declared and expressed of and concerning the same, in and by one Indenture *Quadripar-*
tite (already ingrossed) bearing or intending to bear even Date with these Presents, and made
or mentioned or intended to be made between, &c. **He** the said Sir T. S. S. in Pursuance and
by Virtue of his said Power to assign, limit and appoint the Manors, &c. herein after men-
tioned, and in Pursuance and by Virtue of all and every other Power and Powers, enabling Appointment
him the said Sir T. S. S. hereunto, or which is or are any ways given, reserved, or belonging
to him, or is or are any Ways vested in him the said Sir T. S. S. **Doth** assigned, limited and
appointed, and by these Presents **Doth** assign, &c. unto the said C. D. **All** that the Manor
of, &c. and the Reversion and Reversions, &c. **To have and to hold** the said Manors, &c. to C. D. the
herein before mentioned or intended to be hereby assigned, limited and appointed, with their intended Wife,
and every of their Rights, Members and Appurtenances, unto the said C. D. from and after
the Solemnization of the said intended Marriage, and the Death of the said Sir T. S. S. her in- after Death of
tended Husband, for and during the Term of her natural Life, for her Jointure, and in Lieu Sir T. S. S.
and Bar of all Dower or Thirds, Title of Dower or Thirds, which she the said C. D. shall or her intended
may have or claim, of, in, or out of any of the Manors, &c. whereof the said Sir T. S. S. Husband, in
shall at any Time during the intended Coverture between him and the said C. D. be seised of lieu of Dower.
any Estate of Inheritance; and the said Sir T. S. S. for himself, &c. doth covenant, &c. (Co-
venants that he has Power to appoint, for peaceable Enjoyment, and for further Assurances. Vide
Tit. Covenants.) **In Witness**, &c.

Of a Jointure by Virtue of a Will.

To all Persons to whom, &c. I P. B. late of, &c. (eldest Son and Heir apparent of
J. B. of, &c. and Devisee for Life named in the last Will and Testament of P. B. late or
heretofore of, &c. deceased) send Greeting. **Whereas** the said P. B. deceased, being seised P. B. seised;
in Fee of the Manor of, &c. And being so seised and possessed, He the same P. B. by his said his Will.
Will duly executed bearing Date, &c. gave and devised all his said Manors, &c. whatsoever
and wheresoever, unto M. A. Esq; and W. A. Gent. and their Heirs, to the several Uses, upon
the Trusts, Intents and Purposes therein and herein after mentioned and expressed, viz. To the
Use of his the Testator's first and other Sons in Tail Male successively, with Remainder to his
Cousin J. B. for his Life, being the herein above named J. B. (with Remainder to the said
Trustees, &c.) with Remainder to his Son P. B. (being the first herein above named P. B.)
for his Life, *With Power* for him from Time to Time to settle, either before or after Mar- The Answer.
riage, any Part of the said Premises thereby devised, (other than and except the Lands lying
in, &c.) not exceeding the Value of 500 l. Sterling *per Annum*, above all Reprizes, (Publick
Taxes only excepted) upon any Woman which he the said P. B. should take to Wife, for her
Life only, for her Jointure, and subject to such Power of making a Jointure as aforesaid; To
the Use of the said M. A. and W. A. and their Heirs, during the Life of the said P. B. the
Son, in Trust, to preserve the contingent Uses therein after limited; with Remainder to the
first and other Sons of the said P. B. in Tail Male successively, with other Remainders over, As
by the said Will, duly proved by the Executors thereof, (Relation being thereunto had) more
fully may appear: **And whereas** the said P. B. the Testator dying without leaving any Issue P. B. died
Male of his Body living, or born after his Death, the above named J. B. by Virtue of the Li- without Issue.
mitations in his said recited Will, is now in the Possession of the said thereby devised Manors, J. B. seised
&c. and Premises, and is intituled to the Rents, Issues and Profits thereof, during his natural by the Limi-
Life; and from and after his Death, the said P. B. his Son (in Case he him survive) will also, tations in the
by Virtue of the said Will, be intituled to the Possession of the said Manors, &c. and Premises, said Will.
and the Rents, Issues and Profits thereof during his natural Life, with Power for him now, or
at any Time hereafter, to settle a Jointure thereout on any Wife he has or shall marry, in such
Manner as therein and herein above is mentioned; *Which Power* has not yet been executed
and performed by the said P. B. **Now know ye, and these Presents witness**, That I Appointment
the said P. B. (Son of the said J. B.) In Consideration of the Marriage sometime since had of a Jointure.
and solemnized between me and A. my now Wife, and in Consideration thereof, and of the
real

real Love and Affection which I have for the said *A.* my Wife, and to the End and Intent to make a Provision for her future Support and Maintenance, (in Case she shall survive and out-live my Father and me the said *P. B.* her Husband) and for divers other good and valuable Causes and Considerations me hereunto especially moving, **I** the said *P. B.* (Son of the said *J. B.*) in Pursuance of and by Virtue of the said Power to me given in and by the said recited Will of the said *P. B.* (the Testator) and of all and every the Power and Powers and Authorities whatsoever to me in any wise given, reserved and belonging, **Have** settled, limited, directed and appointed, and by this my present Deed or Writing, (by me signed, sealed and delivered in the Presence of — three credible Witnesses, whose Names are hereon subscribed) **Do** settle, direct, limit and appoint unto the said *A.* my now Wife, as and for her Jointure, during her natural Life, the Sum of 500*l.* Sterl. *per Annum*, above all Reprizes, (Publick Taxes only excepted) to be issuing and payable out of all and singular the said Manors, &c. situate in, &c. (save and except, &c.) the said yearly Sum of 500*l.* to be paid to the said *A.* my Wife, and her Assigns, during her natural Life, in full of her Jointure, from and immediately after the several Deceases of the said *J. B.* and the said *P. B.* his Son, and the Survivor of us, and to be paid by equal Half-yearly Payments, (to wit) on *Michaelmas-Day* and *Lady-Day* yearly; the first of which Half-yearly Payments to begin and be made to my said Wife on such of the said Days as shall first and next happen after the several Deaths of the said *J. B.* and me the said *P. B.* his Son, and the Survivor of us. **In Witness, &c.**

*Appointment by a Husband of so much of the Premises mentioned in a Will as shall be sufficient to pay 200*l.* per Annum, after his Death, to his Wife, for her Jointure, in Case no other Settlement is made, with a special Covenant for securing the same.*

THIS Indenture, &c. *Whereas, &c.* (Recital of *T. B.*'s Will,) **Now** this Indenture witnesseth, That **He** the said *J. B.* (by Virtue and in Pursuance of the Power or Authority to him given or reserved in and by the said Will of the said *T. B.* as aforesaid, and of all and every other Power and Powers whatsoever enabling him thereunto, or which is or are any way given, reserved or belonging to him the said *J. B.*) **Doth** limited, appointed and assured, and by this his present Deed indented or Writing, (signed, sealed and delivered in the Presence of *A. B.* and *C.* three credible Witnesses, whose Names are hereon indorsed) **Doth** limit, &c. unto the said *E.* his Wife, **All** or so much of the said Freehold Messuages, &c. as in and by the said recited Will of the said *T. B.* are directed to be by his Executors so purchased and settled, to the Uses and with and under the Power aforesaid, as shall be sufficient to answer and pay one annual Rent of 200*l.* to her the said *E.* during her Life, clear of all Taxes and Deductions whatsoever; **To have and to hold** the said hereby limited Messuages, &c. unto her the said *E.* and her Assigns, from and immediately after the Death of the said *J. B.* for and during the Term of her natural Life, at the yearly Rent of a Pepper-Corn only, if demanded, and in full for the Jointure of the said *E.* in such Manner as herein after is mentioned and expressed; **And** to the End, Intent and Purpose, for the better and more effectual securing Payment of the said annual or yearly Rent of 200*l.* unto her the said *E.* and her Assigns, during her Life, for her Jointure as aforesaid, (in Case she shall survive and outlive the said *J. B.* her Husband, and in Case there shall then be no Purchase and Settlement made by the said Executors of the said *T. B.* of such Freehold Messuages, &c. to the Uses and with the Power in Manner as aforesaid) then and in such Case, **He** the said *J. B.* **Doth** hereby order, direct and appoint, That (in the mean Time, and until such Purchase shall be made by the said Executors of the said *T. B.* of the said Freehold Messuages, &c. and so settled to the several Uses, and with and under the Power herein before mentioned, limited and expressed touching the same, as aforesaid) they the said Executors of the said *T. B.* and the Survivors or Survivor of them, his Executors or Administrators, shall and do from the Time of the Death of the said *J. B.* by and out of the Interest and Produce of the Surplus Monies or Residue of the said Testator's Estate so remaining in their Hands for purchasing as aforesaid, pay, or cause to be paid, unto her the said *E.* and her Assigns, during her natural Life, the said annual or yearly Rent of 200*l.* of lawful *British* Money; the same to be paid on the two Half-yearly Feast-Days following, (*viz.*) on, &c. the first of which Half-yearly Payments to begin and be made on such of the said Feast-Days as shall first and next happen after the Death of the said *J. B.* and that the Receipts of her the said *E.* shall at all Times be good and sufficient Discharges to them the said Executors for the same; which said Settlement so to be made as aforesaid of the said Messuages, Lands and Hereditaments herein before limited to her the said *E.* for her Jointure as aforesaid, or the said annual or yearly Rent of 200*l.* so secured and payable to her the said *E.* until such Settlement so made in Manner as aforesaid, (when the same shall be so paid and continue payable

payable in Manner as aforesaid) is by her the said *E.* hereby taken and accepted to be in full for her Jointure; and the same is hereby agreed and declared to be in lieu and bar of all Dower or Thirds, and Title of Dower or Thirds, which he the said *E.* can, shall or may at any Time have or claim out of any Manors, Messuages, &c. whereof or wherein he the said *J. B.* at any Time during the present Coverture between him and the said *E.* his Wife, shall be seised of any Estate of Inheritance; And the said *J. B.* for himself, his Heirs, Executors and Administrators, Doth hereby covenant, promise, grant and agree to and with the said — and —, their Executors, Administrators and Assigns, That in Case no such Purchase of all or any the said Freehold Messuages, Lands and Hereditaments, shall by the Executors of the said *T. B.* so made and settled to the several Uses, and with and under the Power herein before mentioned, limited and expressed, of and concerning the same, in Manner as aforesaid; and that in Case no such Settlement shall be so made, they the said Executors of the said *T. B.* by, with and out of the Interest or Produce of the Surplus Monies so remaining in their Hands to purchase as aforesaid, shall neglect or refuse to pay the said annual or yearly Rent of 200 *l.* unto her the said *E.* and her Assigns, during her Life, in Manner as is by him the said *J. B.* herein before directed and appointed for that Purpose; that then and in such Case, but not otherwise, the Heirs, Executors or Administrators of him the said *J. B.* shall and will (from the Time of the Death of the said *J. B.* and of such Settlement being not made, and in Default of Payment of the said annual Rent by the said Executors for the Jointure of her the said *E.* as aforesaid) well and truly pay, or cause to be paid, unto her the said *E.* and her Assigns, during her Life, the said annual or yearly Rent of 200 *l.* on the two Half-yearly Feasts, and in Manner as is directed and appointed to be paid by the said Executors, in Case of no such Settlement made as aforesaid; and then and in such Case also (but not otherwise) he the said *J. B.* as a further Security for Payment of the same annual Sum for the Jointure of her the said *E.* doth hereby subject, charge and make chargeable and liable all such Real and Personal Estate, as he the said *J. B.* shall die seised or possessed of, to and with the Payment of the said annual or yearly Rent of 200 *l.* unto her the said *E.* his Wife and her Assigns, for her Use during her Life, at the Times and in Manner as aforesaid. **In Witness, &c.**

Appointment of an Estate by a Husband to his second Wife, made after Marriage in Consideration of her Portion, subject to a Charge for his Daughter by his first Wife, with Power to make Leases. Habendum from his Death for her Life.

THIS Indenture made Between *E. J.* of, &c. Esq; (one of his Majesty's Counsel learned in the Law) of the one Part, and *P. J.* of, &c. Esq; (eldest Son and Heir apparent of the said *E. J.*) and *D.* the Wife of the said *P. J.* late *D. C.* Spinster, of the other Part. **Whereas** by Indenture *Quadripartite*, bearing Date, &c. made upon and before the Intermarriage of the said *P. J.* with *E.* his late Wife deceased, (Daughter of Sir *W. B.* of, &c. Bart.) the said *E. J.* did convey and settle his several Messuages, &c. in the same Indenture particularly mentioned, To the several Uses and upon the several Trusts, and subject to the Provisoos, Limitations and Agreements therein limited and declared, of and concerning the same: **And whereas** the said *E. J.* did by an Indorsement bearing Date, &c. written upon the back of the said Indenture *Quadripartite* of Settlement, (by and with the Consent of the said Sir *W. B.* and *C. B.* in Pursuance of the Power to him reserved and given, in and by the said Indenture of Settlement for that Purpose), absolutely revoke and make void all and every the Uses, Trusts, Estates and Limitations there within limited or declared, of or concerning the said there within mentioned Messuages, &c. and every of them (other than and except the there within mentioned Term of 1000 Years, and all the Trusts thereof which was intended to remain and continue in full force for the raising and paying of the Sum of 3000 *l.* Portion for *E. J.* the Daughter and only Issue of the said *P. J.* by the said *E.* his late Wife, and of the yearly Maintenance there within mentioned and expressed, to be provided for her until the said Portion should become payable): **And whereas** by Indenture of Lease and Release, the Lease bearing Date the Day next before the Release, and the Release being *Tripartite*, and bearing Date, &c. and made between the said *E. J.* (by such Name and Addition as therein is mentioned) of the first Part, *T. R.* of, &c. Esq; (one of his Majesty's Counsel learned in the Law) and *W. B.* of, &c. Esq; of the second Part, and the said *P. J.* and *W. J.* and *G. J.* (the two younger Sons of the said *E. J.*) of the third Part, (reciting as herein before is recited) the said *E. J.* for Consideration therein mentioned, did grant, release and confirm unto the said *T. R.* and *W. B.* (among other Things) the several Messuages, &c. herein after particularly mentioned, and intended to be hereby assigned, limited and appointed; to hold to the said *T. R.* and *W. B.* and their Heirs, to the several and respective Uses, Intents and Purposes, and upon the Trusts, and under and subject to the Provisoos, Limitations and Agreements, therein

P. J.'s Marriage Settlement, whereby he settles an Estate to several Uses, with Proviso of Revocation. Indorsement of Revocation thereon, except, &c.

Confirmation of Uses.

therein and herein after in Part limited and declared of and concerning the same, that is to say, To the Use of the said *P. J.* for and during the Term of his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *T. R.* and *W. B.* and their Heirs, during the Life of the said *P. J.* to preserve the contingent Remainders thereof in such Manner as therein is mentioned; with Remainder to the first, second and all and every other the Son and Sons of the Body of the said *P. J.* lawfully begotten or to be begotten, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, in such Manner as therein mentioned, with several other Remainders over, in Manner as therein also is mentioned; in which same Indenture *Tripartite* (among other Provisoes) there is contained a Proviso to this or the like Effect following, *viz.* **Provided always**, and it is hereby declared and agreed by and between all and every the said Parties to these Presents, that it shall and may be lawful to and for the said *P. J.* by any Writing or Writings under his Hand and Seal testified in the Presence of, &c. (by and with the Consent of the said *E. J.* if he be then living) and after his Decease, at his own free Will and Pleasure, to assign, limit or appoint so much and such Part and Parts of the said Messuages, &c. as in and by the said in Part recited Indenture *Quadripartite* were limited, in Use to the said *E.* the late Wife of the said *P. J.* for her Jointure, as in the whole shall not exceed the yearly Value of 250*l.* *Subject* to such Leases, Charges and Estates as shall happen to be thereof before made by Virtue of any the Powers in these Presents contained, any or either of them, unto or to the Use of any Woman or Women which he the said *P. J.* shall happen to marry or take to Wife either before or after such Marriage had, for the Life or Lives of such Wife or Wives only, for her or their Jointure or Jointures; any Thing, &c. notwithstanding, as in and by, &c. (amongst other Things therein contained) Relation, &c. **And whereas** a Marriage hath been had and solemnized between the said *P. J.* and the said *D.* his Wife: **Now this Indenture witnesseth**, That for and in Consideration of the said Marriage so had as aforesaid, and of the Marriage Portion, Part of which he the said *P. J.* hath had and received with the said *D.* and also in Consideration of the natural Love and Affection which he the said *P. J.* hath for and beareth to the said *D.* his Wife, and for settling a Jointure and making a Provision for her better Support and Maintenance, in case she shall happen to survive the said *P. J.* her Husband, and for divers other good Causes and valuable Considerations, him the said *P. J.* thereunto especially moving, **He** the said *P. J.* (in Pursuance and by Virtue of the Power, &c. by and with the Consent of the said *E. J.* testified, &c.) **hath** assigned, limited and appointed, and by these Presents (by this his Deed or Writing under his Hand and Seal, signed, sealed and delivered in the Presence of — three credible Witnesses whose Names are hereon indorsed), **Doth** assign, &c. the said *D. J.* his Wife, **All** those, &c. and Appurtenances whatsoever to the said herein before mentioned and intended to be hereby assigned and limited Premises belonging or in any wise appertaining; **All** which said hereby limited Premises are now of the clear yearly Value of — Taxes only excepted, and were formerly limited to the said *E.* late Wife of the said *P. J.* for her Jointure, or as Part thereof; **To have and to hold** all and singular the herein before mentioned and assigned, limited and appointed Messuages, &c. with their and every of their Appurtenances, from and immediately after the Death of the said *P. J.* unto and to the Use of her the said *D. J.* and her Assigns, for and during the Term of her natural Life only, as and for the Jointure of her the said *D.* and in full Lieu and Bar of all such Dower and Thirds, as the said *D.* can, shall or may have or be intitled unto, of, in, to or out of any of the real Estate, whereof or wherein the said *P. J.* shall at any Time during his Life, be seised of, interested in, or intitled unto; **Subject nevertheless** to the said Sum of 3000*l.* secured by the first recited Settlement, for *E. J.* Daughter of the said *P. J.* by his first Wife, and also to such Leases, Charges and Estates as shall happen to be thereof made, by Virte of any of the Powers in the said last in Part recited Indenture *Tripartite* contained. **Provided always**, and it is hereby expressly agreed and declared by and between all the Parties to these Presents, that it shall and may be lawful to and for the said *D. J.* (when and as she shall be in the actual Possession of the before mentioned Hereditaments and Premises, by Virtue of the Limitation aforesaid, from Time to Time during her Life, by any Deed or Deeds indented under her Hand and Seal, to be by her duly executed from Time to Time, to make any Lease or Leases in Possession, but not in Reversion or Remainder, or by way of future Interest, of all or any Part of the said hereby limited and appointed Hereditaments and Premises, whereof she shall be so in Possession as aforesaid, unto any Person or Persons for any Term or Number of Years not exceeding 21, so as no such Lease, by any express Words therein to be contained, be made dishonourable of Waste, and so as upon all and every such Lease and Leases there be reserved to continue payable, during the Continuance thereof respectively, the best and most improved yearly Rents that can be reasonably had or obtained for the same, without taking any Sum or Sums of Money, or other Thing or Things by way of Fine or Income for the same, and so as in every such Lease there

Proviso for
P. J. to make
Appointment.

Subject to
Leases, &c.

A Marriage
had.

Consideration.

Appointment.

Parcels.

Habendum.

Subject to
3000*l.* secured by the recited Settlements, and to Leases, &c. for the Daughter of the first Marriage.
Power for the second Wife to make Leases for 21 Years.

there be contained a Clause of Re-entry for Non-payment of the Rent or Rents thereby to be reserved, and so as the Lessee and Lessees, to whom such Lease or Leases shall be made as aforesaid, seal and deliver a Counterpart or Counterparts of such Lease and Leases respectively to be made as aforesaid. **Provided always**, and lastly it is hereby expressly agreed and declared by and between all the Parties hereto, and the true Intent and Meaning of them and of these Presents, is, that it shall and may be lawful to and for the said P. J. at any Time or Times hereafter during his Life, with the Consent of the said D. his Wife in Writing, testified by two or more Witnesses, but not otherwise, by any Deed or Deeds, Writing or Writings to be by him sealed and delivered in the Presence of two or more credible Witnesses, to revoke, alter, annul or make void these Presents; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

Proviso that the Husband by the Wife's Consent may revoke this Deed.

Appointment and Grant, by an intended Husband on an intended Wife, of a Jointure, in Consideration of her covenanting to levy a Fine, &c. when of Age, by her Guardian's Consent, of her Estate, &c. to several Uses, &c. with Proviso to be void if no such Fine, &c. levied.

THIS Indenture Quinquupartite made, &c. **Between** the Right Honourable Parties,

P. H. Lord O. commonly called Lord Marquis of C. eldest Son and Heir apparent of the most Noble P. Duke of L. who is the only Son and Heir of the most Noble T. late Duke of L. deceased, of the first Part, Dame J. P. Widow and Relict of Sir T. P. Bart. deceased, and formerly the Wife of R. H. late of, &c. Esq; deceased, of the second Part, J. H. Spinster, one of the two Daughters and Coheirs of the said R. H. by the said Dame J. P. of the third Part, the Honourable R. P. Esq; one of the Barons of his Majesty's Court of Exchequer at Westminster, G. T. of, &c. Esq; and H. B. of, &c. Esq; of the fourth Part, and the Right Honourable N. Earl of S. the Right Honourable E. Earl of O. and Earl M. and W. Lord C. Baron C. of H. M. of the fifth Part. **Whereas** by Indenture Tripartite bearing Date on, &c. and made, &c. between the said T. late Duke of L. since deceased, of the first Part, the Hon. J. B. of, &c. Esq; and the Honourable J. H. of, &c. Esq; of the second Part, and the Right Honourable M. Earl of A. the Right Reverend Father in God P. Lord Bishop of St. D. and R. F. the Younger of, &c. Esq; of the third Part, Divers Manors, &c. are therein settled, limited and conveyed for several Estates, and to divers Uses, Intents and Purposes, and subject to several Provisoes, Conditions and Agreements therein mentioned and expressed; in which said in Part recited Indenture there is contained a Proviso, that it should and might be lawful to and for the said P. H. commonly called Lord D. and now Lord O. commonly called Lord Marquis of C. (Party to these Presents) from Time to Time and at any Time thereafter, being intitled to the immediate Freehold of the Manors, &c. limited in Use to him for his Life, by Virtue of any Limitations in the said in Part recited Indenture, and not before, or otherwise by his Indenture or Writing or Writings under his Hand and Seal, attested by three or more credible Witnesses, to assign, limit or appoint any Part of the said Manors, &c. (other than and except, &c.) whereof he should be so intitled to the immediate Freehold, by Virtue of any the Limitations before in the said in Part recited Indenture contained, (subject to such Charges, Leases and Estates as were thereby limited, or as should happen to be thereof before made or granted by Virtue of the Powers in the said in Part recited Indenture comprised, or any of them) unto and to the Use of any Woman or Women which the said P. H. O. then commonly called Lord D. now Lord O. commonly called Lord Marquis of C. at any Time thereafter should happen to marry or take to Wife or Wives, for the Life or Lives of such Wife or Wives, only for her or their Jointure or Jointures, so as such Part of the said Premises so to be assigned, limited or appointed, unto or to the Use of such Woman or Women as aforesaid, by the said P. H. O. then commonly called Lord D. now Lord O. commonly called Lord Marquis of C. should not, at the Time of such Assignment, Limitation or Appointment made, exceed the yearly Value of 1500 l. any Thing in the said in Part recited Indenture contained to the contrary in any wise notwithstanding:

Power for Lord Marquis of C. to make an Appointment.

And whereas the said J. H. as one of the two Daughters and Coheirs of the said R. H. her late deceased Father, or otherwise, is lawfully seised in her Demesne as of Fee-simple, Fee-tail, or some other good Estate of Inheritance, of and in one undivided Moiety of all and singular the Manors, &c. of her said late Father at the Time of his Death, or which have otherwise accrued or been derived unto, or vested in her: **And whereas** a Marriage is by the Grace of God intended shortly to be had and solemnized between the said Marquis of C. and the said J. H. but in Regard the said J. H. hath not fully attained her Age of 21 Years, she the said J. H. by Reason of such her Minority, is at present unable to make any Settlement or Conveyance of her real Estate: **Now this Indenture witnesseth**, That in Consideration of

J. H. seised of a Moiety of her Father's Estate. Marriage intended between Marquis of C. and the said J. H. who is a Minor. Consideration.

Covenant with the said intended Marriage, and of the Provision hereby made or agreed to be made by the said Lord Marquis of C. for the said *J. H.* (in case the said intended Marriage shall take effect) and for the Issue of the said intended Marriage, (in case there shall happen to be any such Issue) the said *J. H.* by and with the Consent and Approbation of the said Dame *J. P.* her Mother and Guardian, (testified by her being Party to, and her Sealing and Delivery of these Presents), **Doth** for herself and her Heirs, covenant and agree with the said *N. Earl of S. E. Earl of O. E. M. and W. Lord G.* their Heirs, Executors and Administrators, that if the said intended Marriage shall take effect, and the said *J. H.* shall attain her Age of 21 Years, that then the said *J. H.* shall within the Space of six Months after her Attaining her said Age of 21 Years, at the proper Costs and Charges, and after the reasonable Request of the said Lord Marquis of C. his Heirs, Executors or Administrators, join with the said Lord Marquis of C. or in case of his Death, shall alone execute one or more Fine or Fines, Recovery or Recoveries, and any other proper and reasonable Conveyance or Conveyances, Assurance or Assurances whatsoever, as shall be reasonably advised by the Counsel learned in the Law of the said Lord Marquis of C. his Heirs, Executors or Administrators, for the conveying and assuring of all her said Moiety of the said Manors, &c. and all her real Estate of or to which she is any ways seised or intitled unto, and to the Use of the said Lord Marquis of C. his Heirs and Assigns for ever; **Subject nevertheless** in the first Place to and for, and chargeable with the Payment of the Principal Sum of 12000*l.* and the Interest thereof due or to grow due to the Right Honourable *T. Lord T.* his Executors, Administrators or Assigns, on two Mortgages of the Manors, &c. comprised and settled in and by one Indenture *Quinquartite*, bearing even Date with these Presents, and for the Exonerating, Disincumbering and Discharging of the same Manors and Premises of and from the same Mortgage, in case the same shall not before that Time be discharged by the said Lord Marquis of C. his Heirs, Executors or Administrators. **And this Indenture further witnesseth**, That for and in Consideration of the said intended Marriage, and in Consideration of the said Conveyance, Settlement and Assurance, so covenanted and agreed to be made by the said *J. H.* of her real Estate, upon the said Lord Marquis of C. and his Heirs, in Manner as aforesaid; and for the making a private and separate Provision for the private and personal Expence of her the said *J. H.* from and after the Celebration of the said intended Marriage, during the joint natural Lives of them the said Marquis of C. and the said *J. H.* wherewith he the said Marquis of C. then shall not or may not intermeddle; and to the Intent and Purpose that a competent Jointure may be made and secured unto and for the said *J. H.* for and during the Term of her natural Life, in case she the said *J. H.* shall happen to survive him the said Marquis of C. and in full Bar and Satisfaction of all Dower and Right and Title of Dower, or Thirds at Common Law, which she the said *J. H.* may or can have, claim, or at any Time hereafter demand of, in, unto or out of any the Manors, &c. of which the said Marquis of C. now is, or hereafter shall be seised of any Estate of Inheritance; and in Consideration of 5*s.* to him the said Marquis of C. at or before the Sealing and Delivery of these Presents, paid by the said *R. B. G. T. and H. B.* the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him thereunto especially moving, he the said *P. H. Lord O.* commonly called Lord Marquis of C. **Doth** granted, bargained and sold and demised, and by these Presents **doth**, &c. to the said *R. P. G. T. and H. B.* their Executors, Administrators and Assigns, all and singular those Fee-Farm Rents of the said *P. H. Lord O.* commonly called Lord Marquis of C. arising, issuing and coming out of the several Manors, &c. and which Fee-Farm Rents are particularly mentioned in a Schedule hereunto annexed, and all and every Sum and Sums of Money due and payable *Nomine pænæ*, and other Forfeitures, Benefits and Advantages whatsoever accruing or which may accrue, to be due or payable for or by Reason of the Non-payment of the said several Rents, any or either of them, and all Powers and Authorities of Entry and Distress, as well for the Recovery of the said Rents, any or either of them, as of the said *Nomine pænæ* and o her Forfeitures for Non-payment of them, or any or either of them, and all other Powers, Authorities, Privileges and Advantages whatsoever, as well for the Recovering as for the Acquitting and Discharging the same; **To have and to hold** the said Fee-Farm Rents, and all and singular o her the hereby demised or mentioned, or intended to be hereby demised Premises, to the said *R. P. G. T. and H. B.* their Executors, Administrators and Assigns, for and during the Term of 99 Years, if the said *P. H. Lord O.* commonly called Lord Marquis of C. and the said *J. H.* shall jointly so long live, upon the Trusts, and to and for the Intents and Purposes herein after mentioned and declared, of, for and concerning the same, and to and for no other Use, Intent, Purpose or Purposes whatsoever. **And this Indenture further witnesseth**, That the said *P. H. Lord O.* commonly called Lord Marquis of C. being now seised of and intitled unto the immediate Freehold of the Manor, and several Fee-Farm Rents herein after mentioned for the Considerations herein before mentioned, and in Pursuance and by Virtue of the said Power in the said in Part recited Indenture reserved

for assuring
her Moiety to
her now in-
tended Hus-
band.

Subject, &c.

In Considera-
tion thereof,
Lord Marquis
of C.

grants Fee-
Farm Rents,
&c.

Appointments

served as aforesaid, and of all and every other Power, Authority, Right or Interest in him vested or to him limited or reserved, hath granted, assigned, limited and appointed, and by these Presents doth grant, &c. to the said *J. H.* and her Assigns, all those the said Fee-Farm Rents, &c. and also all that the Manor of, &c. which said Fee-Farm Rents and Manor of, &c. and other the Premises hereby assigned, limited and appointed, in the whole do not now exceed the yearly Value of 1500*l.* **To have and to hold** the said Fee-Farm Rents, Manors, Lands, Tenements, Hereditaments, and other the hereby granted, assigned, limited and appointed, or mentioned or intended to be hereby granted, assigned, limited and appointed Premises unto the said *J. H.* for and during the Term of her natural Life, to commence from and immediately after the Decease of the said Lord Marquis of *C.* as and for the Jointure of her the said *J. H.* in case she shall survive him the said Lord Marquis of *C.* and in full Bar and Satisfaction of all Dower and Right and Title of Dower, or Thirds at Common Law, which she the said *J. H.* may or can at any Time hereafter have, claim or demand of, in or out of any the Manors, Messuages, Lands, Tenements or Hereditaments, of which the said Marquis of *C.* now is, or at any Time hereafter shall be seised of any Estate of Inheritance. **And** the said *P. Lord O.* commonly called Lord Marquis of *C.* doth hereby for himself, his Declaration of Heirs, Executors, Administrators and Assigns, covenant and grant to and with the said *R. P.* the Uses. *G. T.* and *H. B.* their Executors and Administrators by these Presents, that the said Fee-Farm Rents, Manors, Lands, Tenements and other the Premises herein and hereby granted, assigned, limited and appointed, or mentioned or intended to be hereby granted, assigned, limited and appointed, unto the said *J. H.* as and for her Jointure as aforesaid, shall from and after the Death of the said Marquis of *C.* by the Heirs, Executors or Administrators of the said Marquis of *C.* be freed and cleared from all Manner of Taxes, Deductions or Abatements, assessed or to be assessed by Parliament or otherwise howsoever, during the Term of the natural Life of the said *J. H.* **And as for and concerning** the said Estate and Term of 99 Years herein before granted to the said *R. P. G. T.* and *H. B.* their Executors, Administrators and Assigns, (if the said *P. H. Lord O.* commonly called Lord Marquis of *C.* and the said *J. H.* shall so long jointly live); **It is agreed and declared** by all and every the said Parties to these Presents, that the same is so limited to them **upon Trust**, and to the Intent and Purpose that the said *R. P. G. T.* and *H. B.* their Executors, Administrators and Assigns, until the said intended Marriage shall take Effect, shall and do permit and suffer the said Marquis of *C.* and his Assigns, to receive the Rents, Issues and Profits of the Fee-Farm Rents and Premises to them demised for the said Term of 99 Years as aforesaid, to his and their sole Use and Benefit, and from and after the Solemnization of the said intended Marriage, **upon Trust** during the joint Lives of the said *P. H. Lord O.* commonly called Lord Marquis of *C.* and the said *J. H.* by and out of the Rents, Issues and Profits of the same Premises so demised to them for 99 Years, as aforesaid, to raise the yearly Rent or Sum of 500*l.* of lawful Money of Great Britain, free and clear of all Taxes, Deductions or Abatements, assessed or to be assessed by Parliament, or otherwise howsoever, and to dispose of the same not unto the said Marquis of *C.* or to any other Person or Persons by his Direction or Appointment; but to pay the same by Quarterly Payments, at the four most usual Days of Payment in the Year, that is to say, The Feast of, &c. by equal Portions, to such Person or Persons only, and to and for such Uses, Intents and Purposes only, and only in such Manner as the said *J. H.* by any Note or Writing under her Hand, notwithstanding her Coverture, shall direct and appoint, and shall not dispose thereof, or any Part thereof, in any other Manner or to any other Use, or by any other Direction or Appointment whatsoever; the same being intended to be unto her the said *J. H.* during the joint natural Lives of him the said Marquis of *C.* and the said *J. H.* as a private and separate Provision for her own private and personal Expences, wherewith the said Marquis of *C.* shall not nor may not at all intermeddle; the first Payment thereof to begin and to be made on the Feast of St. John the Baptist next ensuing the Solemnization of the said intended Marriage, and shall dispose of the Residue of the Rents, Issues and Profits of the same Premises, over and above the said yearly Sum of 500*l.* unto the proper Hands of the said Marquis of *C.* or to such Person or Persons as he the said Marquis of *C.* shall from Time to Time direct and appoint. **And it is further declared and** Power for her agreed by and between all and every the said Parties to these Presents, That upon Receipt or to make Ac- Disposal of any Sum or Sums of Money, Part of the said yearly Rent or Sum of 500*l.* the said *J. H.* as well being married as if sole, shall and may make and give Acquittances, testi- quittances. fying the Receipt thereof, and that such Acquittances shall be good and sufficient against him the said Marquis of *C.* his Heirs and Assigns, and against her the said *J. H.* her Executors, Administrators and Assigns, and every of them, and that they the said *R. P. G. T.* and *H. B.* &c. (Covenants that Trustees shall not be chargeable for one another, that the Marquis of *C.* has Power to appoint and make the Demise for 99 Years, and for peaceable Enjoyment. Vide Tit. Covenants.)

Provido, in case the Fine is not levied, nor the Recovery suffered, the Jointure, &c. to cease.

J. H.'s annual Allowance received by her and paid by Dame J. P. by Direction of the Chancery, co-venanted to be released.

Covenants.) Provided always, and the Jointure hereby limited and appointed to and for the said J. H. and also the said Demise for 99 Years, herein before mentioned, for the securing of the said yearly Sum of 500*l.* for the separate Use of the said J. H. upon this express Condition, and it is the true Intent and Meaning of these Presents and of all the Parties hereunto, that if the said intended Marriage shall take Effect, and the said J. H. shall attain the Age of 21 Years, and shall not within the Space of six Months after her said Age of 21 Years, at the proper Costs and Charges, and after the reasonable Request of the said Lord Marquis of C. his Executors or Administrators, join with the said Lord Marquis of C. or in case of his Death, shall not alone execute one or more Fine or Fines, Recovery or Recoveries, and any such other proper and reasonable Conveyance or Conveyances, Assurance or Assurances, as by the said Lord Marquis of C. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably advised and required for the Conveying and Assuring of all her said Moiety of the said Manors, &c. unto and to the Use of the said Lord Marquis of C. his Heirs and Assigns for ever, so subject to the Payment of the said Sum of 12000*l.* and Interest, as aforesaid, that then the Jointure hereby limited and appointed to and for the said J. H. and the said Term of 99 Years, shall cease, determine and be utterly void and of none Effect; any Thing, &c. notwithstanding. **And whereas** the said Dame J. P. hath, by the Direction of the High Court of Chancery, received an annual Allowance for the Education and Maintenance of her said Daughter J. H. by the Hands of the Receiver of the Rents, Issues and Profits of her said Daughter's real Estate, and by and upon a reasonable Computation, hath expended such Allowance in her said Daughter's Maintenance and Education, he the said P. H. Lord O. commonly called the Lord Marquis C. **Doth** hereby covenant, promise and agree, to and with the said Dame J. P. her Heirs, Executors and Administrators, that as soon as the said intended Marriage shall be had and solemnized, he the said Marquis of C. shall and will release unto the said Dame J. P. all and all Manner of Action and Actions at Law, and Suit and Suits in Equity, Accounts and Demands, which he by Virtue of the said intended Marriage shall or may have against the said Dame J. P. for or by Reason, Means or Occasion of her Receipt and Receipts from Time to Time, of the said annual Allowance or otherwise relating unto or touching or concerning the same. **In Witness, &c.** See Tit. **Schedule.**

An Appointment of a Jointure (pursuant to a Power in a Will) by the intended Husband, after his Death, for his Wife for Life; and a Demise to Trustees for a Term of Years, of the Premises appointed for securing an Annuity for her separate Use; and a Charge on Lands to provide for Daughters, and a Covenant (pursuant to an Agreement that the Wife's Portion is in Satisfaction of Legacies, &c.) for the Husband to make a Release, and to ratify Partitions of an Estate.

Recitals.

A Will.

A Decree.

Intended Marriage.

In Consideration of Marriage Portion,

and for making Settlement and Jointure.

The Husband makes an Appointment of Lands, &c.

THIS Indenture Tripartite made, &c. **Between** A. B. of, &c. Grandson of Sir B. B. late of, &c. deceased, of the first Part, C. D. of, &c. and D. E. of, &c. of the second Part, and E. F. of, &c. and F. F. Spinster, one of the Daughters of the said E. F. of the third Part. **Whereas, &c.** (Recital of the Grandfather's Will, whereby he devises to his Grandson A. B. his Lands for Life, sans Waste; Remainder to Trustees to preserve contingent Remainders; Remainder to the first and other Sons in Tail Male, with Power to make a Jointure in Proportion to the Wife's Portion, &c. and of a Decree in Chancery, whereby the Will was established): **And whereas** a Marriage is intended, &c. between the said A. B. and F. F. **Now this Indenture witnesseth,** That in Consideration of the said intended Marriage, and of the Sum of 6000*l.* of, &c. to the said A. B. in Hand, &c. by the said E. F. in full for the Marriage Portion of the said F. F. his Daughter, the Receipt and Payment of which said Sum of 6000*l.* accordingly, he the said A. B. doth acknowledge, and thereof, &c. doth acquit, &c. the said E. F. his, &c. and for making such Settlement, Jointure and Provision of Maintenance for the said F. F. (in case she shall, after the said intended Marriage had, happen to survive and over-live the said A. B. her intended Husband) as he the said A. B. is empowered and enabled to make by Virtue of and according to the true Intent and Meaning of the said recited Will of the said Sir B. B. **He** the said A. B. pursuant to, and by Force and Virtue of the said Power and Authority to him given, for making or limiting such Jointure as aforesaid, and of all and every other Power and Powers, Authority and Authorities, to him in that Behalf given, or any ways enabling him thereunto, **hath** granted, settled, directed, limited and appointed, and by, &c. **Doth** grant, &c. unto and upon the said F. F. his intended Wife, **All** that, &c. in the Tenure, &c. all which said herein before granted, &c. Messuages, &c. now are, or late were in the several Tenures, Possessions or Occupations of the several Tenants herein before named, or their several Assignees, Lessees or Under tenants, or of some other Persons as Tenants to him the said A. B. at and under the several yearly Rents herein

herein before particularly mentioned, or some other yearly Rents, amounting in the whole to the yearly Sum of 500*l.* or thereabouts, and are Part and Parcel of the real Estate late of the said Sir B. B. whereof he the said A. B. is now in the actual Possession by Virtue of, or under of 500*l.* per the said in Part recited Will, and are such Part of the said Estate late of the said Sir B. B. as is not, nor will be necessary for the Performance of the Trusts in his said Will, (the Residue and Remainder of the Freehold, Copyhold and Leasehold Estates late of the said Sir B. B. included and comprised in his said Will, and thereby subjected to the said Trusts, being much more than will be necessary and sufficient for the Performance of the same Trusts) and also all yearly and other Rents, &c. of the said Messuages, &c. herein before granted, &c. as aforesaid or mentioned, &c. and every of them, and of every Part and Parcel thereof; **To have and to hold** the said Messuages, &c. hereby, or mentioned or intended to be hereby granted, &c. as aforesaid, with their and every of their Appurtenances, unto and to the Use and Benefit of the said F. F. and her Assigns, for and during the Term of her natural Life for her Jointure, to commence in Possession from and immediately after the Decease of him the said A. B. her intended Husband, (in case the said intended Marriage shall take Effect, and she shall happen to survive him) and to be in Lieu, Bar and Satisfaction of the Dower and Thirds at Common Law, which she the said F. F. can or may have or claim of, in, to or out of all and every or any the Manors, &c. of the said A. B. her intended Husband, or whereof or wherein he or any Person or Persons in Trust for him now is, or at any Time hereafter during the said intended Coverture shall be seised of any Estate of Freehold or Inheritance. **And this Indenture further witnesseth**, That in Consideration of the said intended Marriage and Marriage Portion, and of the great Love and Affection which he the said A. B. hath and beareth unto the said F. F. his intended Wife, and of the Sum of 10*s.* of, &c. to him in Hand paid by the said C. D. and D. E. at, &c. the Receipt, &c. he the said A. B. hath granted, bargained, sold and demised, and by, &c. Doth, &c. unto the said C. D. and D. E. their Executors, Administrators and Assigns, **All** and every the said Messuages, &c. herein before granted, settled, limited and appointed, unto and upon the said F. F. for her Life, for her Jointure as aforesaid, with their and every of their Appurtenances, and the Reversion, &c. **To have and to hold** the said Messuages, &c. unto the said C. D. and D. E. their Executors, &c. from the Day next before the Day of the Date of these Presents, for and during the full Time and Term, and unto the full End and Term of 99 Years from thence next ensuing and fully to be compleat and ended, if they the said A. B. and F. his intended Wife shall both of them so long jointly live; **Upon the Trusts**, and to and for the Intents and Purposes, and under and subject to the Proviso and Agreement herein after mentioned, expressed and declared of and concerning the same Term, (that is to say) in Trust for the said A. B. and his Assigns, until the Solemnization of the said intended Marriage; and from and after the Solemnization thereof, then upon Trust, and to the Intent and Purpose that they the said C. D. and D. E. and the Survivor of them, his Executors, &c. shall and do yearly and every Year, by and out of the Rents, Issues and Profits of the said Messuages, &c. so demised, or mentioned to be demised as aforesaid, pay or cause to be paid by four equal quarterly Payments, on the four most usual Feasts or Days of Payment in the Year, (that is to say), &c. free, &c. the several yearly Sums of Money, and for the several and respective Times next herein after mentioned, (that is to say) the yearly Sum of 120*l.* of, &c. until the Feast-Day of, &c. which shall be in the Year, &c. (if they the said A. B. and F. his intended Wife shall both of them so long live) and then and from thenceforth, and from and after the said Feast-Day of, &c. the yearly Sum of 250*l.* of, &c. for and during the joint Lives of them the said A. B. and F. his intended Wife, both the said yearly Sums, to be paid unto the proper Hands of her the said F. F. or to such Person or Persons, and for such Uses and Purposes as she, without the said A. B. by any Note or Writing under her Hand, shall from Time to Time, notwithstanding her Coverture, direct or appoint; the same to be for her own sole and separate Use and Benefit, exclusive of the said A. B. and not to be liable or subject to his Controul, Debts or Incumbrances, but to be disposed of by her for her Clothes, and such other Uses and Purposes as she shall think fit; and her Receipt, or the Receipts of the Person or Persons to whom she shall appoint the said Monies to be paid as aforesaid, under her or their respective Hand or Hands, shall from Time to Time, notwithstanding her Coverture, be sufficient Discharges to the Person or Persons who shall so pay the same, for so much of the said several yearly Sums for which such Receipts shall be given; the first Payment of the said yearly Sum of 120*l.* to begin and be made on such of the said Feasts or Days of Payment as shall first and next happen after the Solemnization of the said intended Marriage; and the first Payment of the said yearly Sum of 250*l.* to begin and be made on the Feast-Day of the, &c. **And upon this further Trust**, that they the said C. D. and D. E. and the Survivor of them, his, &c. shall and do permit and suffer the said A. B. and his Assigns, during the Continuance of the said Term of 99 Years, (determinable as aforesaid) to receive and take the Residue and Overplus of the Rents and the Profits.

of the Value
of 500*l.* per
Annum,
which were
Part of Sir B.
B.'s real Estate,
but not subject
to the Trusts
in his Will.
To the Wife
for Life after
the Husband's
Death.

Demise to
Trustees of
the same Premises
for 99
Years.

Upon Trust.

After the
Marriage to
pay the Wife
an Annuity
for her separate
Use,

and her Receipt
to be
sufficient.

And upon
Trust to permit
the Husband to take
the Residue of
the Profits.

Charge of
Lands to pro-
vide for
Daughters,

without Pre-
judice to the
Jointure, and
subject to the
Trusts in the
Will.

Covenants.

Recital of A-
greement,
that the Lady's
Portion is to
be in Satisfac-
tion of some
other De-
mands on Ac-
count of Le-
gacies, &c.

The Husband
covenants

to make a
Release ac-
cordingly af-
ter Marriage,
except Ex-
pectancies by
Survivorship;

and to ratify
Partitions, &c.
of her Grand-
father and
Grandmo-
ther's Estate.

and Profits of the same Messuages, &c. (over and above so much thereof as shall from Time to Time be sufficient to satisfy and pay the said several yearly Sums of 120*l.* and 250*l.* as the same shall respectively become due and payable as aforesaid) to and for his and their own Use and Benefit. **And this Indenture further witnesseth,** That in Consideration of the said intended Marriage and Marriage Portion, and for other the Considerations aforesaid, and for making such Provision for the Daughter and Daughters of the said *A. B.* (in Case he shall not have Issue Male, and only a Daughter or Daughters) as he is in that Case authorised and im- powered to make for the same Daughter or Daughters, by Force and Virtue of the said recited Will, he the said *A. B.* pursuant to, and by Force and Virtue of the said recited Power and Authority to him given for making such Provision for his Daughter or Daughters, (on Failure of his Issue Male as aforesaid) and of all and every other Power and Powers, Authority and Authorities to him in that Behalf given, or any ways enabling him thereunto, **Doth** by these Presents charge and subject all and every the Manors, &c. late of him the said *B. B.* in, &c. and which in and by his said recited Will were devised, or mentioned to be devised as afore- said, with their and every of their Appurtenances, (subject and without Prejudice nevertheless to the said Jointure and Estate for Life of her the said *F. F.* of and in the said Messuages, &c. herein before limited to her for her Life as aforesaid, and also subject to the Trusts in the said recited Will of him the said Sir *B. B.* which are yet unperformed, and without Prejudice to the Performance of the same Trusts, according to the true Intent and Meaning of the said Will) with and to the Payment thereof of the full Sum of 8000*l.* of, &c. for the Portion and Portions of all and every the Daughter and Daughters of him the said *A. B.* the same to be raised, levied and paid within the Space of three Calendar Months next after his Decease and Failure of all Issue Male of his Body, by Demise, Sale or Mortgage of the said Manors, &c. or of a competent Part or Parts thereof, or otherwise, as shall be found necessary and expe- dient, and to be thereupon forthwith paid or payable in Manner following, (that is to say) If but one such Daughter, then the said whole Sum of 8000*l.* to be forthwith paid, or payable to such only Daughter; and if two or more such Daughters, then the said Sum of 8000*l.* to be forthwith paid or payable unto and equally divided amongst all the same Daughters, Share and Share alike; and in Case any of such Daughters shall happen to die before she or they shall attain the Age of 21 Years, or be married, then the Portion or Portions, or Share or Shares of her or them so dying, shall go and remain unto the Survivor or Survivors of them, Share and Share alike. (*The Husband covenants that he has Power to make such Appointment and Charge, and that his Wife shall peaceably enjoy, free from Incumbrances; to make further Assuran- ces, and that the Jointure Lands are of a certain yearly Value. See Title Covenants.*) **And whereas** by Agreement between the said *E. F.* and *A. B.* made previous hereunto, and in Prospect and Consideration of the said intended Marriage, the said Sum of 6000*l.* so paid to the said *A. B.* by the said *E. F.* for and as in full for the Marriage Portion of the said *F. F.* his Daughter, is and was so by him paid in Lieu, Discharge and full Satisfaction of and for all such Part, Share, Interest, Claim and Demand, as she the said *F. F.* at present has, of, in, to or out of all and every, or any Part of the Personal Estate late of *C. D.* and *D. D.* (the late Grandfather and Grandmother of her the said *F. F.* both deceased) or of either of them, and of and for all Legacies and Bequests made or given to or for the Benefit of her the said *F. F.* by the said *C. D.* and *D. D.* or either of them, in and by their several and respective last Wills and Testaments, or any Codicil or Codicils to either of the said Wills, (except only such Part, Share, Right, Benefit or Expectancy, as shall or may hereafter come or accrue to her the said *F. F.* or to the said *A. B.* in her Right, or to their Children, from the said Personal Estates, or either of them, by Survivorship): **Now therefore this Indenture further witnesseth,** That in Pursuance of the said last recited Agreement, and in Consideration of the said in- tended Marriage and Marriage Portion, the said *A. B.* **Doth** hereby for himself, his Heirs, &c. covenant, promise and agree, to and with the said *E. F.* and *E.* his Wife, and each of them, their and each of their Heirs, &c. in Manner following, (that is to say) That he the said *A. B.* his, &c. shall and will at any Time or Times after the Solemnization, &c. at the Request, Costs and Charges of the said *E. F.* and *E.* his Wife, or either of them, their or either of their, &c. legally and effectually release and discharge all such Part, Share, Interest, Claim and Demand, as she the said *F. F.* at present has, of, in, to or out of all and every, or any Part of the said Personal Estates late of the said *C. D.* and *E. D.* or either of them; and also all Legacies and Bequests made or given to or for the Benefit of her the said *F. F.* by the said *C. D.* and *D. D.* or either of them as aforesaid, (**Except** only such Part, Share, Right, Benefit or Expectancy, as shall or may hereafter accrue to her the said *F. F.* or to the said *A. B.* in her Right, or their Children, from the same Personal Estates, or either of them, by Survi- vorship). **And also** that he the said *A. B.* his Heirs, &c. shall and will at any Time or Times after the Solemnization of, &c. at the like Request, &c. of the said *E. F.* and *E.* his Wife, or either, &c. their, &c. as aforesaid, ratify and confirm, or do any legal and reason- able

able Act, Matter or Thing whatsoever, for the establishing, ratifying, making good and confirming all such Divisions, Partitions or Dispositions, as have been made by and between the said E. F. and the Executors of the said C. D. and D. D. or either of them, of the Estates late of them the said C. D. and D. D. or either of them, and all Deeds, Transactions, Matters and Things which have been made, done or executed by the said E. F. and the said Executors, in order to any such Division, Partition or Disposition as aforesaid. **In Witness, &c.**

An Appointment by a Husband to increase his Wife's Jointure, (pursuant to a Power in a Will to settle a Jointure in Proportion to his Wife's Portion) Part of her Portion being before paid, as to which the Husband had made a Settlement, and now to enable him to receive the Rest, settles an Annuity, chargeable on Woods and Wood-Grounds, on her, with Proviso on Non-payment to cut down Wood and receive Rents, &c.

THIS Indenture Tripartite, made, &c. Between A. B. (the Husband) of, &c. of the first Part, C. B. Wife of the said A. B. of, &c. of the second Part, and D. E. of, &c. and F. G. of, &c. (Trustees) of the third Part. **Whereas, &c.** (Recital of a Will devising Lands to A. A. for Life, sans Waste, subject to Debts and Legacies, with Power for him to make a Jointure, in Proportion to the Wife's Portion, not exceeding 50 l. per Ann. for each 500 l. of the Portion. The Marriage Settlement, whereby on Receipt of Part of the Portion he limits Lands, &c. pursuant to such Power in Part of her Jointure; and that the Wife, with the Consent of the Husband, assigned the Residue of her Portion to Trustees, to be paid, &c. to the Husband upon his assuring Lands, &c. to make up 100 l. per Ann. for each 1000 l. Portion.) **And whereas** the said A. B. in order to entitle himself to all the said several Sums of Money and Annuities, amounting together to 2000 l. as aforesaid, has proposed and agreed to settle a further Jointure upon the said C. for her Life, in Case she survives him, of the yearly Sum or Value of 200 l. clear of all Deductions, (except the Land Tax for the Time being) in Manner herein after mentioned, which said Proposal the said C. B. D. E. and F. G. do approve of and consent to, and do hereby testify such their Approbation and Consent by their being Parties to, &c. **Now this Indenture witnesseth,** That in Pursuance of the before recited Proposal and Agreement, and to the End to entitle him the said A. B. to all the said several Sums of Money and Annuities, amounting together to the Sum or Value of 2000 l. as aforesaid; and for a further Augmentation of the Jointure of the said C. (over and above what is already settled upon her by the afore recited Indenture) to the said yearly Sum of 200 l. clear of all Deductions, (except as aforesaid) **He** the said A. B. by and with the Approbation and Consent of the said C. B. D. E. and F. G. (testified as aforesaid) **Doth** granted, limited and appointed, and by, &c. in Pursuance and by Virtue of the Power to him given by the said recited Will, and of all and every other Power and Powers to him in that Behalf given and reserved, or any ways enabling him thereunto, **Doth** grant, &c. unto the said C. B. his Wife, **All** and every the Woods and Wood-Grounds, Parcel of, &c. **To have and to hold** the said, &c. and other the Premises hereby, or mentioned to be hereby granted, &c. with, &c. unto the said C. B. and her Assigns, from and immediately after the Decease of him the said A. B. (in Case she shall him survive) for and during the Term of her natural Life, to the Use and Behoof of her the said C. and her Assigns, for and during the said Term, as and for an Augmentation of her Jointure; **Subject always nevertheless** to the Proviso and Agreement next herein after mentioned, (that is to say) **Provided always,** and it is hereby declared and agreed by and between all the said Parties to these Presents, that if the Person or Persons, to whom the next and immediate Reversion and Remainder of the Premises expectant on the said Estate for Life of the said C. shall for the Time being belong or appertain, by Virtue of the Limitations in the said recited Will, or otherwise, shall and do yearly, and every Year during the Life of the said C. well and truly pay, or cause, &c. to the said C. and her Assigns, the yearly Sum of 200 l. of, &c. (clear of all Deductions, except the Land Tax for the Time being) upon the four most usual Feasts, &c. the first Payment thereof to begin and be made upon such of the said Feasts as shall first happen next after the Decease of the said A. B. then and in such Case no Advantage or Benefit shall be had or taken by the said C. of the aforesaid Grant, Limitation or Appointment, hereby to her made of the aforesaid Woods and Wood-Grounds for her Life as aforesaid; but in Case Default shall happen to be made of or in Payment of the said yearly Sum of 200 l. (subject to such Deductions as aforesaid) or any Part thereof, by the Space of ——— Days next over or after any of the Feasts or Days herein before mentioned for Payment thereof, then and so often it shall and may be lawful to and for the said C. or her Assigns, from Time to Time, by selling, cutting and disposing of the said Woods, or any Part or Parts thereof, and by and with the Rents and Profits of such Part or Parts of the said Wood-Grounds, as shall at any Time hereafter during the Life of the said A. B.

Recital of a Will Settlement on Marriage.
Agreement to make further Settlement.
Further Settlement or Appointment.
Of Woods and Wood-Lands to the Wife,
for an Increase of her Jointure.
The same may be paid yearly by the Remainder-Man.
In Default of such Payment, the may sell, cut and sell Wood, and thereby and by Rents, &c. raise her Money.

Provido that the Husband may make usual Falls, so as sufficient for said Payment be left; with Restrictions as to the Number of Acres, the same to be grubbed up, &c.

The Wife to take the Rents of the Ground grubbed up in Part of the increased Jointure.

be grubbed up and converted into Tillage or Pasture, or by any other lawful Ways or Means, to raise and levy the said yearly Sum of 200*l.* (subject to such Deductions as aforesaid) and all Arrears thereof, together with all such Costs, Charges, Damages and Expences, as she or they shall be put unto or sustain for or on Account of the same, leaving the Residue or Surplus thereof (if any be) to such Person or Persons in Reversion or Remainder as aforesaid; any Thing, &c. notwithstanding. **Provided also**, and it is hereby further agreed and declared by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said *A. B.* to make annual and usual Falls in the said Woods and Wood Grounds in a Husband-like Manner, so as sufficient be always left for securing and raising the said yearly Sum of 200*l.* for the said *C.* for her Life, in Case she survives him; and also that it shall and may be lawful to and for the said *A. B.* at any Time or Times during his Life, to cut down any Part of the aforesaid Wood; so as the same exceed not 60 Acres in any one Year, and so as after he has cut down the first 60 Acres he cause the same to be grubbed up, fenced and converted into Tillage or Pasture, and let to a good Tenant or Tenants before he cuts down any more; and in like Manner for every other 60 Acres that he shall after cause to be cut down; in which Case it is agreed, that the said *C.* in Case she survives the said *A. B.* shall accept and take the Rents and Profits of the Lands and Grounds so grubbed up, inclosed and let to good Tenants as aforesaid, as Part of the said yearly Sum of 200*l.* and the Residue thereof only to be in such Case from Time to Time raised and levied by the said *C.* or her Assigns, by felling, cutting and disposing of the said Woods, or any Part thereof, together with such Costs and Charges as aforesaid. (*Covenants by the Husband that he has Power to make such Appointment for quiet Enjoyment, and that the Premises are of the clear yearly Value of 200*l.* and upwards, and for further Assurances. See Tit. Covenants.*) **In Witness, &c.**

Appointment of an Annuity to the separate Use of a Wife, (out of Premises devised and settled to several Uses) chargeable nevertheless with the Payment of her Debts, and containing Powers to retain Interest of Money for Payment.

Parties.

THIS Indenture Quadripartite, made, &c. **Between** *W. H.* of, &c. and *E.* his Wife (one of the natural Daughters of *W. H.* late of, &c. deceased) of the first Part, the Right Reverend Father in God *J. Lord Bishop of O.* and *E. E.* of, &c. of the second Part, *E. D.* of, &c. *G. J.* of, &c. and *A. W.* of, &c. of the third Part, and *J. W.* of, &c. (being a Trustee nominated by, for and on the Behalf of the said *E.* the Wife of the said *W. H.* Party hereto) of the fourth Part. **Whereas** by Indentures of Lease and Release, bearing Date respectively the 8th and 9th Days of *March*, which was in the Year of our Lord 1724. the Release being *Tripartite*, and made, &c. **Between** *M. R.* of, &c. (the only acting Executor named in the last Will and Testament of the said *W. H.* deceased) of the first Part, the said *W. H.* (Party hereto) and the said *E.* his Wife, by the Name of *E.* Wife of the said *W. H.* Party to the said Indenture, one of the natural Daughters of the said *W. H.* deceased, and then late the Widow and Relict of *M. H.* late of, &c. deceased, of the second Part, and the said Lord Bishop of *O.* and *E. E.* of the third Part, reciting therein (amongst other Things) that the said *W. H.* deceased, by his last Will and Testament dated, &c. **Had** devised the *Residuum* of all his Real and Personal Estate unto his Executors, the said *M. R.* and *R. M.* *In Trust* to be by them laid out in a Purchase of Lands, Tenements and Hereditaments, to be settled as followeth, (*viz.* *As to one Moiety thereof*, to the Use of the said *E. H.* for her Life, Remainder to her first and other Sons in Tail Male successively, Remainder to his Nephew the said *W. H.* Party hereto, for Life, Remainder to his first and other Sons in Tail Male successively, Remainder to the Use of the right Heirs of the said *E. H.* and his the Testator's other natural Daughter *M.* for ever; and after reciting several Proceedings in the High Court of Chancery between the Parties therein named, and of a Decree and Orders therein mentioned touching the Will and Estate late of the Testator the said *W. H.* deceased, and that upon an Account then made up and stated between the said *M. R.* and *W. H.* Party hereto, and *E.* his Wife, touching the Surplus of the said Testator's Estate, there then appeared to be and remaining in the Hands of the said *M. R.* the Sum of 2300*l.* 18*s.* 5*d.* $\frac{1}{4}$ (being a Moiety of the Sum of 4601*l.* 16*s.* 10*d.* $\frac{1}{2}$) the Surplus of the said Testator's Estate, due and belonging to the said *E. H.* and that the other Moiety thereof had been paid and applied by the said *M. R.* pursuant to the Will of the said Testator; and that the said Sum of 2300*l.* 18*s.* 5*d.* $\frac{1}{4}$ the Part and Share of the said *E. H.* was to be laid out in the Purchase of Lands, to be approved and settled as therein mentioned; and that the said *M. R.* at the Request of the said *W. H.* Party hereto, and *E.* his Wife, had agreed towards Payment of the said Debt of 2300*l.* 18*s.* 5*d.* $\frac{1}{4}$ with Interest for the same, to grant and convey unto the said *J. Lord Bishop of O.* and *E. E.* and their Heirs, the Piece of Ground and the several Messuages or Tenements

Recitals of a Lease and Release, (therein reciting *W. H.*'s Will,

whereby the Residue of his Estate is devised upon Trust, to be laid out in a Purchase to be settled to the Use of *E. H.* &c.

and after reciting Proceedings in Chancery relating to the Will, a Moiety of the *Residuum* in the Hands of *M. R.* and the other Moiety paid pursuant to the Will. Agreement towards Pay-

nements therein and herein after mentioned, *In Trust* to be by them sold and disposed of, and by the Monies arising by such Sale, in the first Place, to pay off and discharge the several Sums of Money charged thereon, and in a Schedule thereunder written mentioned, with Interest for the same, and that the Residue of the Purchase Monies should be brought before one of the Masters of the said Court of Chancery, to be laid out in the Purchase of Lands and Hereditaments, to be by him approved and settled to the Use of the said *E. H.* and the Issue Male of her Body, according to the said recited Will, and of the said Decree and Orders of the said Court of Chancery therein before mentioned; *It is witnessed*, that for and towards better securing the Payment of the said 2300*l.* 18*s.* 5*d.* $\frac{1}{4}$ so due and owing to the said *W. H.* Party hereto, and *E.* his Wife, with Interest for the same; and for other Considerations, *He* the said *M. R.* (by and with the Direction and Appointment of the said *W. H.* (Party hereto) and *E.* his Wife, testified as therein mentioned,) *Did* fully, freely and absolutely grant, release and confirm unto the said *J. Lord Bishop of O.* and *E. E.* and to their Heirs and Assigns, all that, &c. of him the said *M. R.* or whereof or wherein he or any Person or Persons *in Trust* for him, was or were seised of any Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy, situate, &c. and the Reversion, &c. *To hold* the said Piece of Ground, &c. unto and to the Use of the said *J. Lord Bishop of O.* and *E. E.* their Heirs and Assigns for ever; *Upon Trust* that they the said Lord Bishop of *O.* and *E. E.* or the Survivor of them and his Heirs, should, as soon as conveniently might be, absolutely sell, convey and dispose of all the said Ground, Messuages or Tenements and Premises, to such Person or Persons and his or their Heirs, as they the Trustees should approve or allow to be the best Purchaser or Purchasers thereof, at the best Rates and Prices that could be got for the same; *And upon further Trust*, that they the said Trustees should, by the Monies to be raised by such Sale of the said Premises, pay and discharge the Debts in the Schedule thereunder written and herein after mentioned, with all Interest then due and to grow due for the same until Payment thereof, *viz.* to *J. S.* Innholder, the several Principal Sums of 200*l.* and 300*l.* and Interest for the same, to *J. R.* the Principal Sum of 200*l.* and Interest for the same, to *J. H.* Merchant-Taylor, the Principal Sum of 300*l.* and Interest for the same, and to *E. W.* the Principal Sum of 200*l.* and Interest for the same; and that they the said Trustees in the mean Time and until such Sale, should by and with the Rents and Profits of the said Premises pay and discharge the Interest then due and to become due and payable for the same several Principal Sums; and after Payment thereof, should pay and discharge the Interest that then was and thereafter should become due unto the said *W. H.* and *E.* his Wife, for the said 2300*l.* 18*s.* 5*d.* $\frac{1}{4}$ and should pay all the Residue of the said Rents and Profits of the said Premises, until such Sale thereof made, (all Charges and Expences, in and about the Receiving and Paying thereof, being first deducted) unto the said *M. R.* his Executors and Assigns; *And upon further Trust*, that from and after Payment of the said several Debts to the several Persons therein and herein before named respectively, and all Interest due and to grow due for the same; and after the said Trustees should have paid and satisfied themselves all such Costs, Charges and Expences, which they should expend or be put unto in the Execution of the Trust thereby in them reposed, that then they the said Trustees should bring the Surplusage and Residue of the Monies arising by such Sale of the Premises, and which should then remain in their Hands, before one of the Masters of the said Court of Chancery, as the said Court should appoint, in Order to be laid out in the Purchase of Lands and Hereditaments, to be approved and settled by such Master, *To the Use* and Benefit of the said *E. H.* and her Issue Male, according to the last Will and Testament of the said *W. H.* deceased, and the Decree and Orders of the said Court of Chancery, as in and by the said Indentures of Lease and Release, (Relation being to them respectively had) more fully may appear. **And whereas** by Deed Poll, bearing Date the 7th Day of *August* 1727, &c. (reciting therein that by Indenture *Tripartite*, dated the 3d Day of *June* 1726. and made between the said *M. R.* of the first Part, the said *W. H.* and *E.* his Wife, of the second Part, and the said Lord Bishop of *O.* and *E. E.* of the third Part, *It was* therein mentioned and *declared*, that the said several Messuages, Lands and Tenements of the said *M. R.* in, &c. were charged with the Sum of 2300*l.* 18*s.* 5*d.* $\frac{1}{4}$ and Interest for the same to the said Lord Bishop of *O.* and *E. E.* *In Trust* for the Use and Benefit of the said *W. H.* and *E.* his Wife, and farther reciting, that there was then due to the same *W. H.* the Sum of 200*l.* and upwards for Interest Money, and that the said *W. H.* then stood justly indebted to the said *E. D.* by Bond of even Date with the said Deed Poll, in the Sum of 100*l.* and Interest, the said *W. H.* for better securing the said 100*l.* and Interest, to the said *E. D.* *Did* direct and empower the said *E. E.* to retain, receive, sue for and recover all Arrears of Interest, which then or thereafter should grow due for the said 2300*l.* 18*s.* 5*d.* $\frac{1}{4}$ and to pay the same unto the said *E. D.* in Satisfaction and Discharge of the said 100*l.* and Interest, secured to him by the said Bond as aforesaid: **And whereas** by another Deed Poll, bearing Date the first Day of *December* 1727. (reciting therein the before mentioned Indenture of the third of *June* was indebted

to E. D. in 100 l. and Interest, for Security of which he empowered E. E. to sue for the Interest of said 2300 l. 18 s. and to pay same to E. D.

Another Deed Poll, whereby G. J. to receive said Interest for his Debt.

Another Deed Poll, whereby 76 l. paid by E. E. for W. H. being his Debts, and that he owed 11 l. more to A. W.

E. E. is empowered to receive said Interest to pay the same.

Decree setting forth the Bill praying so much of Premises to be sold for Payment of Debts as is sufficient; Residue to be settled on W. H. and E. his Wife, pursuant to the Will.

Answer.

Decreed to be referred to Account.

Interest to be paid, and the 1200 l. Part of Estate to be sold for such Purpose. Remainder to be valued, &c.

June 1726. and that the said W. H. was then indebted to the said G. J. in the Sum of 26 l. 13 s. and that he had given him a Promissory Note for the same, payable on Demand, they the said W. H. and E. his Wife, Did thereby respectively direct and empower the said G. J. to take, receive, sue for and recover, all Arrears of Interest which then, or at any Time thereafter should grow due for the said Principal Sum of 2300 l. 18 s. and 5 d. $\frac{1}{4}$ for so long Time and until the said G. J. should be fully paid the said 26 l. 13 s. and all Interest for the same: **And whereas** by another Deed Poll, bearing Date the 14th Day of April 1727. (reciting therein the said Indenture of the third of June 1726. and that the said W. H. Party hereto, together with the said E. E. had jointly signed a Promissory Note to the said A. W. for the Sum of 50 l. and that the said E. E. had out of his own Monies paid the same, and also a further Sum of 26 l. to W. J. therein named, (being a Debt due from the said W. H.) amounting in the whole to 76 l. and therein declared to be the proper Debt of the said W. H. and further reciting that the said W. H. by another Promissory Note, stood indebted to the said A. W. in the Sum of 11 l. besides the said 76 l. due to the said E. E. they the said W. H. and E. his Wife, as well for repaying to the said E. E. the said 76 l. as also of the said 11 l. to the said A. W. did thereby direct and empower the said E. E. to retain, take, receive, sue for and recover all Arrears of Interest then due, or thereafter to grow due for the said Sum of 2300 l. 18 s. and 5 d. $\frac{1}{4}$ for so long Time, and until he the said E. E. should be fully paid the said Sum of 76 l. due to him, as also the said 11 l. for the Use of the said A. W. as in and by the said three several recited Deeds Poll, Relation, &c. **And whereas** by a Decree or Decretal Order made in the High Court of Chancery the 22d Day of December now last past, in a certain Cause there depending, wherein the said W. H. and E. his Wife, the said J. R. (Executrix of the said J. R.) the said J. H. and E. W. (Creditors of the said M. R. Plaintiffs,) and the said M. R. J. Lord Bishop of O. and E. E. are Defendants, *Whereby*, after setting forth (*inter alia*) the herein before recited Will of the said W. H. deceased, and the said recited Indentures of Lease and Release of the 8th and 9th of March 1724. whereby the said Premises were conveyed to the said Lord Bishop of O. and E. E. in Trust to be sold for Payment of the Debts therein mentioned as aforesaid; *It was prayed* that the said Trustees might sell so much of the Estate as would be sufficient to pay Plaintiffs, the Creditors, the said 1200 l. and Interest, as also the Interest of the said 2300 l. 18 s. and 5 d. $\frac{1}{4}$ and that a Value might be set upon such Part of the said Trust Estate as should remain unfold, for the Purposes aforesaid; and that the same might be settled, or so much thereof as would make good the said 2300 l. 18 s. and 5 d. $\frac{1}{4}$ upon the said Plaintiffs W. H. and E. his Wife, pursuant to the Trusts and Limitations of the said Will; and after setting forth (*inter alia*) that the Defendant R. by his Answer had admitted, that there was remaining in his Hands of the said Testator's Estate, the said Sum of 2300 l. 18 s. 5 d. $\frac{1}{4}$ for the Benefit of the Plaintiffs W. H. and his Wife, and that in Order to raise Money for Payment thereof, for the Benefit of the Plaintiffs W. H. and his Wife, and also the said 1200 l. and Interest, due to the Plaintiffs S. H. W. and R. he had executed such Indentures of Lease and Release as aforesaid, and that he was desirous that so much of the Estate contained therein, as would be sufficient to pay the said 1200 l. and Interest, together with the Interest due to the Plaintiffs H. and his Wife, for the said 2300 l. 18 s. and 5 d. $\frac{1}{4}$ might be sold, and that a Value might be set upon the Residue of the said Trust Estate, and that the same or so much thereof as would make good the said 2300 l. 18 s. and 5 d. $\frac{1}{4}$ might be settled pursuant to the said Testator's Will, and submitted to join therein as the Court should direct; and further setting forth, that the Plaintiffs the Bishop of O. and E. by their Answer had admitted the said Deeds of Trust, and submitted to act in the same as the Court should direct (being indemnified;) it was amongst other Things ordered and decreed, that it should be referred to Mr. K. one of the Masters of the said Court, to take an Account of what was due to the Plaintiffs H. W. and R. for the said Principal Sum of 1200 l. and Interest, and also of the Profits of the Trust Estate come to the Hands of the Trustees from the Foot of the last stated Account; and that the same be in the first Place by them applied to pay the Interest that should be found due on the said 1200 l. and that for Payment of the said 1200 l. or of such Interest unpaid by the said Rents and Profits, the said Bishop of O. and E. E. should sell so much of the said Trust Estate to the best Purchaser that could be got for the same, with the Approbation of the said Master, as should be sufficient for that Purpose; and that after such Sale made, the said Master should put a Value on the Remainder of the said Trust Estate, and for what the said Master should find the same worth, to be sold, if less or more than the Sum of 2300 l. 18 s. 5 d. $\frac{1}{4}$ due to the Plaintiffs H. and his Wife, the said Master was to compute Interest for the same in such Manner as therein mentioned; and if any of the said Rents and Profits should remain unexhausted in the said Trustees Hands after Payment of the Interest due on the said 1200 l. the same was to be by them paid to the Plaintiff Mr. H. in Discharge of the Interest due to him so far it would go; and for Payment of the Remainder thereof, so much of the said Trust Estate remaining unfold as should be sufficient, was likewise to be sold with such Master's Approbation, and

and the Monies arising thereby to be paid to the Plaintiff Mr. H. in Satisfaction of the same Interest; and then the said Master was to enquire what was the Value of the Remainder of the said Trust Estate; and the same was to be settled, with the Approbation of the said Master, to the Uses of the Will of the Testator, Mr. H. in Satisfaction for so much of the said 2300 *l.* to the Uses of 18 *s.* and 5 *d.* $\frac{1}{4}$ in such Manner as therein and herein after mentioned, viz. To Trustees for the Use of the Plaintiff Mrs. E. H. for Life, Remainder to other Trustees to preserve contingent Remainders; then to her first and every other Sons in Tail; and in Default of such Issue to the Plaintiff W. H. for Life; Remainder to Trustees to preserve contingent Remainders, Then to his first and every other Son and Sons in Tail; And in Default of such Issue, to the eight Heirs of the Plaintiff E. H. for ever, as in and by the said in Part recited Decree, Relation, &c. And whereas no farther Proceedings have been since made in the said Cause, nor no Part of the said Trust Estate hath as yet been sold, for the Ends and Purposes in the said recited Indenture of Release and last Decretal Order mentioned, expressed and ordered touching the same: And whereas it is agreed by and between them the said W. H. and E. his Wife, and they the said J. Lord Bishop of O. and E. E. (at the special Instance and Request of them the said W. H. and E. his Wife testified by their being Parties to and executing of these Presents,) Have consented, that (from and after Payment of the growing Interest of the before mentioned Sum of 1200 *l.* to the several Persons aforesaid intitled to the same,) the annual or yearly Sum of 40 *l.* shall from henceforth, during the Joint Lives of them the said W. H. and E. his Wife, be paid to the said J. W. his Executors, Administrators and Assigns, out of the Rents, Issues and Profits of the whole Trust Estate, until such Time as Part thereof shall be sold for the Purposes aforesaid; and that afterwards the same, during such Joint Lives, shall be paid out of the Remainder of the said Trust Estate, so agreed and decreed to be settled as aforesaid; In Trust nevertheless for the sole and separate Use and Benefit of the said E. H. and for her Support and Maintenance in such Manner as herein after is for that Purpose mentioned and expressed: Now this Indenture witnesseth, That in Pursuance and Performance of the said Agreement, and to the End and Intent to make a Provision for the sole and separate Use and Benefit, and for the Support and Maintenance of her the said E. H. during the Joint Lives of her and the said W. H. her Husband, in such Manner as herein after is mentioned, and for divers other good Causes and valuable Considerations, them the said W. H. and E. his Wife thereunto especially moving, They the said W. H. and E. his Wife, (by and with the Consent and Approbation, as well of them the said J. Lord Bishop of O. and E. E. as also of them the said E. D. G. J. and A. W. testified, &c. Have directed and appointed, and by these Presents Do respectively direct and appoint them the said J. Lord Bishop of O. and E. E. and the Survivor of them, his Heirs, Executors, Administrators and Assigns, (from and after Payment to them the said J. S. S. R. J. H. and E. W. of the Interest of the said Sum of 1200 *l.* from henceforth to grow due to them for the same, and subject thereunto) by and out of the Rents, Issues and Profits of the said whole Trust Estate and Premises, so conveyed to them as aforesaid, until such Time as such Part thereof shall be by them the said Trustees sold for the Ends and Purposes in the said last recited Release and Decree mentioned; and from and after such Sale, then by and out of the Rents, Issues and Profits of the Remainder of the said Trust Estate, so agreed and decreed to be settled in Manner as aforesaid, to pay unto him the said J. W. his Executors, Administrators and Assigns, during the Joint Lives of them the said W. H. and E. his Wife, the said annual or yearly Sum of 40 *l.* of, &c. clear of all Manner of Taxes, Charges and Deductions whatsoever; the same to be paid to him or them yearly, upon the four most usual Feasts or Quarter-Days following, viz. Michaelmas-Day, Christmas-Day, Lady-Day and Midsummer-Day, by four even and equal Proportions; the first of which quarterly Payments to begin, &c. And it is hereby agreed and declared by and between all the Parties hereunto, and the true Intent and Meaning of them and of these Presents is and are, that the said annual or yearly Sum of 40 *l.* so directed and appointed to be paid to the said J. W. his Executors, Administrators and Assigns, in Manner as aforesaid, was and is to be to him and them so paid, Upon the Trust, Intents and Purposes, and Subject to the Provisions herein after mentioned, expressed and declared touching and concerning the same; (that is to say) Upon this special Trust, that he the said J. W. his Executors, Administrators and Assigns, during the Joint Lives of them the said W. H. and E. his Wife, shall and do from Time to Time forthwith, after his or their Receipt of the yearly Sum of 40 *l.* or of any Part or Parts thereof, (after all Charges and Expences, in and about Recovering and Paying the same, being first deducted) pay the Residue thereof to the proper Hands of her the said E. H. or to such Person or Persons, as she by any Note or Notes, Writing or Writings to be by her signed, shall from Time to Time appoint; the same to be paid and go for the separate and peculiar Use and Benefit of her the said E. H. and not to be subject or liable to the Controul, Debts or Incumbrance of the said W. H. her Husband, and wherewith he is not to intermeddle; the same being intended to be for the

To be settled to the Uses of the Will.

No further Proceedings, no Part of the Estate sold. Agreement

that after Payment of Interest of the 1200 *l.* 40 *l.* per Ann shall be paid to J. W. out of the Rents, &c. during the Lives of W. H. and E. his Wife, in Trust for her Use and Maintenance.

Appointment pursuant to the said Agreement

to pay to J. W. said 40 *l.* per Ann.

Declaration that the same is to be paid by him to the said E. H. or to her Appointment, for her separate Use, notwithstanding her Coverture.

separate

J. W.'s Receipts to be good to Bishop of O. and E. E. E. H.'s Receipts good to J. W.

Proviso, that after Death either of W. H. or E. his Wife,

this Appointment to be void.

Proviso, that these Presents shall not prejudice any Trusts in the said Release (no further than with said 40 l. per Ann.) nor the Trusts in the other recited Deeds, &c.

Proviso, that if she contracts any Debts, her Annuity shall pay the same.

Recital that E. E. has lent her Money.

Declaration that after Payment of the 1200 l. to J. S. S. R. and J. H. and Interest, and said Annuity, the Residue of the Trust Estate shall be charged.

separate Use, Support and Maintenance of her the said *E. H.* during the Joint Lives of her and her said Husband; and that the Receipt of the said *J. W.* his Executors, Administrators and Assigns, shall at all Times, during the Time aforesaid, be good and sufficient Discharges to them the said *J. Lord Bishop of O. and E. E.* their Heirs and Assigns, for the said annual Sum of 40 l. so payable to him and them upon the Trust aforesaid, and also that the Receipts of her the said *E. H.* (notwithstanding her present Coverture,) or of such Person or Persons by her to be appointed to receive the same as aforesaid, shall be from Time to Time good and sufficient Discharges to the said *J. W.* his Executors, Administrators and Assigns, for the said annual Sum of 40 l. and every Part and Parcel thereof, during the Time aforesaid. **Provided always, and it is hereby agreed and declared** by and between the said Parties, that from and immediately after the Death of either of them the said *W. H.* and *E.* his Wife, all Arrears of the said annual Sum of 40 l. being fully paid and satisfied, and also all Costs and Charges of him the said *J. W.* his Executors, Administrators and Assigns, relating to the Trust hereby in him and them reposed (if any such shall be,) being likewise discharged, then these Presents and the Appointment hereby made as to Payment of the said annual Sum, shall be void and of no Effect; any Thing herein before contained to the contrary thereof notwithstanding. **Provided also, and it is hereby further agreed and declared** by and between all the said Parties, that these Presents, or any Thing herein before contained, shall not extend to charge or prejudice any of the Trusts in the said recited Indenture of Release mentioned, no farther or otherwise than with and for the Payment of the said annual Sum of 40 l. during the Time upon the Trust and subject in such Manner as aforesaid; but the same from and after such Payment, shall remain, continue and be, to, for and upon the several Trusts, Uses, Intents and Purposes in the said recited Indenture of Release, Deeds Poll and last Decretal Order mentioned, limited, directed, ordered and expressed, touching and concerning the same respectively: **Provided also, and it is hereby further expressly agreed and declared** by and between the said Parties hereunto, and the true Intent and Meaning of them and of these Presents is and are, that in Case she the said *E. H.* the Wife of the said *W. H.* shall at any Time hereafter during the joint Lives of her the said *E.* and the said *W. H.* her Husband, on her own and separate Account contract any Debt or Debts with any Person or Persons whatsoever, and shall not pay and discharge the same by and out of the said Annual or Yearly Sum of 40 l. and if the said *W. H.* shall at any Time during the joint Lives of him and his said Wife be sued or prosecuted at Law, or otherwise, for the Recovery of any such Debt or Debts; and if it be made appear to the said *J. W.* his Executors or Administrators, to his and their Satisfaction, by Affidavit in Writing (if required) to be sworn before a Master of the High Court of Chancery, by the Person or Persons claiming such Debt or Debts, or otherwise, that such Debt or Debts was or were really and *bona fide* contracted by the said *E. H.* for and on her own sole and separate Account; that then and in such Case the said Annual or Yearly Sum of 40 l. hereby made payable to her the said *E. H.* as aforesaid, shall be subject, charged and liable to and with the Payment of all and every such Debt or Debts, and all Costs and Charges touching the same; And the said *J. W.* his Executors and Assigns, (on Notice in Writing to be to him or them by the said *W. H.* given) shall and will, out of the said annual Sum of 40 l. from thenceforth to become due, pay and satisfy all and every such Debt or Debts, and Charges touching the same, to the Person or Persons to whom the same shall be really due; any Thing, &c. notwithstanding. **And whereas** the said *E. E.* hath at several Times, out of his own proper Monies, advanced, lent and paid to, and to and for the Use or Order of her the said *E. H.* for her Support and Maintenance, several Sums of Money, amounting in the Whole to the Sum of —, or thereabouts: **Now this Indenture further witnesseth,** and it is hereby further agreed and declared by and between all the Parties to these Presents, That from and after full Payment of the said Principal Sum of 1200 l. so due to them the said *J. S. S. R. J. H.* and *E. W.* together with all Interest for the same, In Manner as aforesaid, and also of the annual Sum of 40 l. hereby secured to her the said *E. H.* in Manner as aforesaid, and subject thereunto; that then all the then Residue of the said Trust Estate and Premises, so conveyed to and vested in them the said *J. Lord Bishop of O. and E. E.* as aforesaid, **Shall** from thenceforth be subject and liable to; and they the said *W. H.* and *E.* his Wife, **Do** hereby respectively charge the same to and with the Payment of the said Sum of —, so advanced and paid by the said *E. E.* to and for the Use, Support and Maintenance of her the said *E. H.* as aforesaid, together with lawful Interest for the same Sum, from henceforth to be computed, until Payment thereof; any Thing herein, &c. notwithstanding. **In Witness, &c.**

Thirdly, Appointments by Wives to Husbands.

By a Feme Covert of a Freehold Estate to her Husband for his Life, to take Effect immediately after her Decease.

TO all, &c. *A. B.* now the Wife of *B. B.* of, &c. Widow of, &c. and eldest Daughter of, &c. by *E.* his late Wife, sends Greeting. **Whereas**, &c. (*Recital of a Settlement to Uses, with a Power to make this Appointment:*) **Now know ye, and these Presents witness**, That the said *A. B.* by Virtue, &c. and as fully as she may or can, hath assigned, limited and appointed, and by, &c. **Doth** by this her Deed, &c. signed, &c. assign, &c. all the said several Messuages, &c. herein before particularly mentioned, and every Part and Parcel thereof, with their and every of their Rights, &c. which in and by the said recited Indenture Tripartite were limited to the Use of the said *A. J.* (now *A. B.*) or intended so to be, **To the Use** of the said *B. B.* her Husband, for and during the Term of his natural Life, to commence and take Effect from and immediately after the Decease of the said *A. B.* **And** the said *A. B.* **Doth** by this her Deed or Writing under her Hand and Seal, as aforesaid, declare, limit and appoint the said (*Trustees*), and their Heirs, and all other Persons seised of the said Premises, or any Part thereof, to stand seised of all the said several Messuages, &c. herein before limited to the Use of the said *B. B.* or intended so to be, as aforesaid, **To the Use** of the said *B. B.* for and during the Term of his natural Life, to commence and take Effect from and immediately after the Decease of the said *A. B.* **In Witness**, &c.

Of an Annuity chargeable on his Estate, &c. and a Release of the Arrears, &c. thereof, and an Appointment of an Estate of Inheritance to the Use of him, his Heirs and Assigns for ever.

TO all, &c. *I E. B.* Wife of the within named *A. B.* send Greeting. **Whereas** by *E. B.* intitled Virtue of the within written Indenture, or of the Indenture of the — of — therein to an Annuity mentioned or referred to, or otherwise, I the said *E.* am intitled to one Annuity, yearly Rent or Sum of 300*l.* of, &c. payable to or for my sole and separate Use, at the Times and in Manner in that Behalf within mentioned or directed, out of the Manor, &c. within granted and conveyed, or out of some other Lands, &c. for which Annuity I have not hitherto given any regular Receipt or Discharge: **Now know ye, and these Presents witness**, That Her Release for avoiding of all Controversies, Suits and Differences which may hereafter happen or arise, of Arrears, touching or concerning all or any the Arrears of the said Annuity, yearly Rent or Sum of 300*l.* from the Time of the Commencement thereof until the Day of the Date of these Presents, and to the End a good and effectual Release and Discharge may be given for the same, I the said *E. B.* do hereby acknowledge, testify and declare, that I have had and received full Satisfaction for all Arrears of the said Annuity, &c. from the Commencement thereof until the Day of the Date of these Presents, and am therewith fully satisfied and contented, and of and from the same, and every Part thereof, and of and from all Actions, Suits, Claims and Demands, either in Law or Equity, for or on Account of the same, or any Part thereof, I the said *E. B.* do hereby, for myself, my Executors and Administrators, acquit, release and discharge the said *A. B.* his, &c. and his and their Lands and Tenements, Goods and Chattels, and the said Manor, &c. within granted and conveyed, or mentioned or intended so to be, and all other Lands, &c. charged or chargeable with the same Annuity, or any Part thereof, for ever, by these Presents: **And further know ye, and these Presents also witness**, and Appointment of future Payment to the Husband. That I the said *E. B.* for divers good, &c. moving, and by Force and Virtue of the Power and Authority to me given, in and by the within written Indenture, and of all other Powers and Authorities to me in that Behalf given or reserved, or any ways enabling me thereunto, **Do**, by this my Deed or Writing under my Hand and Seal, direct, limit and appoint *A. B.* Esq; the surviving Trustee within named and appointed for raising and paying the said Annuity, &c. of 300*l.* in Manner aforesaid, his Executors, &c. from Time to Time and at all Times hereafter, during the Continuance of the Term of 200 Years within raised and limited for securing the Payment thereof, to pay the said Annuity, &c. and every Part thereof, as the same shall from Time to Time accrue and become due and payable, together with all Arrears thereof, if any now be, unto him the said *A. B.* his, &c. to and for his and their own Use and Benefit: **And further know ye, and these Presents further witness**, That I the And that the said *E. B.* for divers good Causes, &c. and by Force and Virtue of the further Power and Trustees in the within Deed shall Authority to me given or reserved in and by the within written Indenture, and of all other Power stand seised of

Lands to the
Use of the
Husband, his
Heirs and
Assigns.

Power and Powers, Authority and Authorities to me in that Behalf given or reserved, or any ways enabling me thereunto, **Do** (by this my Deed or Writing under, &c. attested, &c.) limit, declare, direct and appoint, that the Manor, &c. within granted and conveyed, or mentioned, &c. and the Reversion or Remainders and Inheritance thereof in Fee-simple, expectant upon the Determination of the particular Estates within limited thereof, and subject thereunto, shall at all Times hereafter be, go and remain, and the within named B. C. and C. B. and the Survivor of them, and their Heirs, and the Heirs of such Survivor, shall, at all Times hereafter, stand and be seised thereof, unto and to the Use and Behoof of him the said A. B. and of his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose. **In Witness, &c.**

By a Wife to the Heir and Executor of a Trustee, in Trust, after her Decease, to the Use of her Husband, (whom she married by Consent, pursuant to her Mother's Will,) of Land and South-Sea Stock and Annuities.

Recital of M.
S.'s Will.

T**O** all People, &c. I E. G. Wife of D. G. of, &c. send Greeting. **Whereas** M. S. Widow, deceased, late Mother of the said E. G. did in and by her last Will, &c. bearing Date, &c. give, devise and bequeath, *All* that Land, &c. which she had then lately purchased of M. P. as also all the Rest and Residue of her personal Estate, of what Nature or Kind soever, after her just Debts, &c. should be thereout paid and discharged, unto T. P. of, &c. and W. W. of, &c. and their Heirs, and the Survivor of them and his Heirs, *In Trust* for the said E. G. then E. S. for and during the Term of her natural Life, whether she should continue sole or be married; and the said M. S. thereby willed, That the said Trustees, after the Deduction of their necessary Expenses and Charges in the Execution of the said Trust, should pay the Residue of the said Rents, and of the Produce and Interest of the said personal Estate to her said Daughter E.'s own Hands, for and during the Term of her natural Life, for her own proper and separate Use, whether she should continue sole or be married, and from and after her Decease, *In Trust* for the Heirs of the Body of her said Daughter E. lawfully begotten or to be begotten; and in Case of Failure of such Heirs of her Body, then *In Trust* for such Person or Persons as her said Daughter E. by her last Will in Writing, or by any Deed duly executed, should direct and appoint, whether she should continue sole or be married; and of her said last Will and Testament did make the said E. sole Executrix: **And whereas** the said M. S. by a Codicil in Writing, bearing Date, &c. and annexed to her said Will, thereby (amongst other Things) taking Notice of the said Devise and Bequest of her real and personal Estate made unto the said T. P. and W. W. *In Trust* for her said Daughter E. as aforesaid, she the said M. S. did by her said Codicil will, That the said Trust should continue as long as she the said E. should remain sole and unmarried; *But* if she should be married to any Man without the Consent and Approbation of one of her said Trustees, then the said M. S. did thereby revoke and make void the Trust by her said Will in them reposed, which was intended for her Benefit during her natural Life, and did thereby will, That the Trust for her Benefit should cease and determine, and that she should not receive any Benefit or Advantage from the Produce of her real Estate or the Interest of her personal Estate, during her Life; but the said Land, and the Produce thereof, and the Residue of her personal Estate, and the Interest thereof, should be in the Trustees, *In Trust* as in the said Will is mentioned, from and after her said Daughter's Decease; but if her said Daughter should be married with the Consent and Approbation of either of the said Trustees, then the Trust that in them is reposed by her said Will for her Benefit, should remain in full Force; any Thing in the said Codicil contained to the contrary thereof in any wise notwithstanding, as in and by the said Will and Codicil, Relation, &c. **And whereas** the said M. S. soon after departed this Life, without altering or revoking the said Will and Codicil, or either of them; and some Time after her Decease the said E. G. did renounce the Burthen of the Execution of the said Will, and thereupon Letters of Administration of the said Will and Codicil annexed were duly granted unto the said T. P. **And whereas** the said E. G. did comply with her said Mother's Directions in the said Codicil, and married the said D. G. with the Consent and Approbation of both the said Trustees, who testified such their Consent and Approbation by being made Parties to and executing the Settlements which were made on her Marriage with the said D. G. in and by which Settlements, or one of them, the aforesaid Trustees confirmed: **And whereas** the said W. W. departed this Life in the Life-time of the said T. P. and the said T. P. is likewise since dead, having before his Death made his last Will and Testament in Writing, and thereof appointed M. P. his Widow his Executrix: **And whereas** there is now standing in the Name of the said T. P. in the *South-Sea* Company in *South Sea* Stock and *South-Sea* Annuity Stock, the Sum of 1600*l.* or thereabouts, which, together with the said ten Acres

Codicil.

Death.

E. G. renounced the
Executorship.

Letters of Administration
cum Testamentum
granted to
T. P.

E. G.'s Marriage by Consent of Trustees.

Trustees dead.
M. P. Executrix of T. P.

Acres of Land at *H.* aforesaid, are in the Power of the said *E. G.* to dispose of, in Case of Failure of Heirs of her Body: **Now these Presents witness,** That in Consideration of the great Love and Affection which she the said *E. G.* hath and beareth to and for the said *D. G.* her Husband, and in Pursuance of the Power and Authority given to the said *E. G.* in and by the said Will of the said *M. S.* deceased, as aforesaid, or of any other Power or Powers whatsoever, any ways vested in or belonging to the said *E. G.* she the said *E. G.* hath directed and appointed, and by this present Deed duly executed under her Hand and Seal, **Doth** direct and appoint, That from and after the Decease of her the said *E. G.* without Heirs of her Body lawfully begotten, the Heir at Law of the said *T. P.* or such other Person or Persons in whom the Trust of the said ten Acres of Land at *H.* aforesaid shall appear to have been legally vested, their respective Heirs and Assigns, shall stand seised of the said ten Acres of Land and Premises in the Parish of *H.* aforesaid, and of all other the Lands and Hereditaments of her the said *E. G.* whereof she hath or shall have any Power or Disposal by Virtue of the said Will of the said *M. S.* deceased, **In Trust** for the said *D. G.* his Heirs and Assigns for ever. **And these Presents further witness,** That for the Consideration aforesaid, and in further Pursuance of the said Power and Authority given to her the said *E. G.* in and by the said Will of the said *M. S.* as aforesaid, or of any other Power or Powers whatsoever any Ways vested in or belonging to her the said *E. G.* she the said *E. G.* hath directed and appointed, and by this present Deed duly executed, as aforesaid, **Doth** direct and appoint, That from and after the Decease of the said *E. G.* without Heirs of her Body lawfully begotten, the said *M. P.* or such other Person or Persons, in whom the Trust of the said *South-Sea* Stock and *South-Sea* Annuity-Stock, and the Dividends and Produce thereof, and of all other the Monies, Goods, Chattels and Personal Estate whatsoever, whereof the said *E. G.* hath or shall have any Power or Disposal as aforesaid, shall appear to be legally vested by Virtue of the Trusts aforesaid, their respective Executors and Administrators, shall stand possessed of the said Sum of 1600 *l.* or thereabouts, re-vested in *South-Sea* Stock and *South-Sea* Annuity-Stock, and the Dividends and Produce thereof, and of and in all other the Monies, Goods, Chattels and Personal Estate whatsoever, whereof she the said *M. G.* hath or shall have any Power of Disposal, as aforesaid, **In Trust** for the said *D. G.* his Executors, Administrators and Assigns. **In Witness, &c.**

S. S. Stock and Land in the Power of *E. G.* to dispose of *E. G.*'s Appointment, that after her Decease without Heirs of her Body, the Heirs of the surviving Trustees shall stand seised of Land in Trust for her Husband. And that *M. P.* shall stand possessed of *S. S.* Stock, &c. in Trust for her Husband.

A Wife's Deed of Appointment or Will, according to a Power to her reserved by Settlements, (notwithstanding her now Coverture) whereby she disposes several particular Legacies and Annuities, and makes her Husband sole Executor.

NOW all Men by these Presents, That I *A.* late Wife of —, now Wife of *A.* of, &c. by Virtue of a Power or Powers reserved in and by two several Pair of Indentures Quadripartite, bearing Date on, &c. and by Virtue of all and every other Power and Powers, **Do** hereby make and ordain my last Will and Testament, and this Writing purporting my last Will and Testament; and do hereby, pursuant to the said Power and Powers and to all and every other Power and Powers whatsoever, order, direct, give, limit and appoint in Manner following; And first, **I Give** and appoint unto *A. B.* of, &c. Merchant, 500 *l.* and to *M. C.* (Wife of, &c.) 50 *l.* **Item,** I give and appoint to *A. B.* of, &c. Spinster, the Sum of 20 *l.* &c. (And also unto several other Persons other Sums, &c.) **Also,** I give and appoint unto *C. D.* and *E.* Children of *G.* 20 *l.* a-piece, to be paid to them at their several Ages of, &c. **Also** I give and appoint unto *H.* of, &c. one Annuity or yearly Sum of — of, &c. for and during her Widowhood, to be paid her half-yearly by equal Portions, viz. at *Michaelmas* and *Lady-Day*; the first Payment to be made on the first of the said Feasts that shall first happen next after one Year after my Death. **Item,** I give and appoint to such 25 poor Widows, and the like Number of poor old Men of the said Parish of *S.* after my Decease, who have been House-keepers in the said Parish, the Sum of 40 *s.* a-piece of like Money, to be paid by my said Husband *A. B.* **Also** I further give and appoint to such Poor of the said Parish of *S.* as my said Husband *A. B.* and the Church-wardens of the same Parish shall approve of and think fit, the Sum of 100 *l.* to be disposed and distributed in such Proportions as my said Husband and the said Church-wardens shall think fit. **Also** I give and appoint, &c. (several other Sums of Money to several Persons and their Children.) — **Also** I do hereby appoint and direct, That none of the said Legacies or Sums of Money hereby given or appointed to any Person or Persons who shall be under Age at the Time of my Decease, shall become due or payable to any such Person or Persons, if Males, until they shall respectively attain the Age of 21 Years, and if Females until their respective Marriages, or Age of 21 Years; And that if such Person or Persons shall die before such Legacy or Sums of Money shall, by Virtue hereof, become payable to them respectively, every such Legacy or Sum of Money hereby given to such Person so dying, shall cease and be void. **And lastly,** I do

I do hereby give and appoint all the rest of my real and personal Estate whatsoever and where-
soever, unto my said dear Husband *A. B.* his Heirs, Executors, Administrators and Assigns.
And I do hereby revoke and make void all former Wills and Appointments by me made;
And do hereby constitute and appoint the said *A. B.* the sole Executor of this my Will. *In*
Witness, &c.

By a Wife to her Husband of her Personal Estate, subject, after her Death, to the
Will of P. G. as to a Moiety thereof.

T*D* all, &c. *Whereas, &c. (Recitals.)* Now know ye and these Presents witness,
That in Consideration of the said Marriage so had and solemnized between me the said
C. W. and the said *J. W.* and of the real Love and Affection which I have for and bear to the
said *J. W.* my Husband, and to the End and Intent to make some better Provision for his Sup-
port and Maintenance, and for divers other good Causes and valuable Considerations me here-
unto moving, I the said *C. W.* (in Pursuance and by Virtue of the Power to me reserved and
given in and by the said recited Indenture, for giving and disposing of my said Goods, Chat-
tels, Debts, Effects and Personal Estate, to and for such Uses, Intents and Purposes, as I by
any Deed or Writing should direct, order and appoint, and by Virtue of all and every other
Power and Powers and Authorities whatsoever, to me in any wise reserved and now belonging)
Have directed, ordered and appointed; and by this my present Deed or Writing, by me
signed, sealed and delivered in the Presence of and attested by three credible Witnesses, who
have on the Back hereof subscribed their Names as Witnesses hereunto, I the said *C. W.* Do
thereby direct, order and appoint, **All** my Plate, Household Goods, Debts, Effects, Chattels
and Personal Estates whatsoever and wheresoever, and of what Nature or Kind soever, whereof
or wherein I have Power to dispose, under or by Virtue of the Will of the said *P. G.* or the
said recited Indenture, and wherein I the said *C. G.* or any other Person or Persons in Trust
for me, is or are in any wise now possessed, or intitled unto, (save and except as to a Messuage,
&c.) **And all** my Right, Interest and Property therein, to and for the only proper Use, Be-
nefit and Dispose of the said *J. W.* his Executors, &c. as and for his and their own proper
Monies, Goods and Chattels, from henceforth for ever, and that in as full, large, ample and
beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as I the said *C. W.*
could or might have had, received, recovered or enjoyed the same, in Case these Presents had
not been made, (**Subject** nevertheless to one Moiety or Half-Part of the hereby appointed
Premises, from and immediately after the Death of me the said *C. W.* In Trust, and to and
for such Uses, Intents and Purposes as in and by the Will of the said *P. G.* are thereby given
and directed touching and concerning the same); And I the said *C. W.* do hereby request, de-
fire, direct and appoint, as well my Co-Executor the said *J. H.* as also my said Trustees the
said *L. M.* and *T. F.* and their respective Representatives, to account with, and to pay and
assign all such of my said Debts, Effects and Personal Estates as are now in their, or any of
their Hands, unto the said *J. W.* his Executors, Administrators and Assigns, and which shall
belong to him and them by Virtue of the Appointment hereby to him and them made. *In*
Witness, &c.

By an intended Wife, that Trustees shall stand seised of Premises mortgaged in Fee,
in Trust for the Husband.

T*D* all, &c. *J. A.* of, &c. Esq; and *E. J.* Spinster, Daughter of, &c. and the within
named *R. L.* send Greeting. **Whereas** the said *R. L.* was a Trustee of the within
written Mortgage, for the said Countess Dowager of *D.* who did in her Life-time transfer *All*
the within written Mortgage-Money and Interest unto the said *E. J.* **And whereas** a Mar-
riage is intended, by God's Permission, shortly to be had between the said *J. A.* and *E. J.* and
the said *E. J.* hath contracted and agreed that the said *J. A.* shall have and receive the within
mentioned Mortgage-Money of 500*l.* and all Interest from henceforth to grow due for the
same, as Part of the Marriage Portion of the said *E. J.* **Now** the said *E. J.* **Doth** hereby
direct and appoint the said *R. L.* and his Heirs, from henceforth to stand seised of the within
mentioned mortgaged Messuages, Closets, Pieces and Parcels of Land, and Hereditaments,
and of the within written Mortgage and Security, and the said 500*l.* Principal Money, and
of all Interest from henceforth to grow due for the same, **In Trust** for the said *J. A.* his Exe-
cutors, Administrators and Assigns. (*R. L. covenants with J. A. that he hath not incumbered, and*
that he will from henceforth stand seised in Trust for him, his Executors, Administrators and As-
signs.) *In Witness, &c.*

From a Wife to a Trustee, for her Husband's Use, of a Moiety of a Reversion of a Copyhold Estate, after the Death of her Sister, the other Co-heiress.

To all, &c. E. E. Wife of J. E. of, &c. (lately called E. B. one of the Daughters and Coheirs of W. B. deceased) sendeth Greeting. **Whereas** at a General Court-Leet and Court-Baron holden for the Manor of H. in the County of E. on — the — Day of, &c. Recital of a Surrender to Uses, the said J. E. and the said E. E. his Wife, Did in open Court duly surrender into the Hands of the Lady of the said Manor, according to the Custom thereof, All that the Reversion of her the said E. (expectant on the Death of A. the now Wife of T. J. Gent. lately called A. B.) of one Moiety or Half-Part undivided of and in All that Messuage or Tenement called or known by the Name of, &c. all which Premises were then in the Possession of, &c. To the several Uses, Intents and Purposes herein after mentioned and expressed, viz. To the Use and Behoof of the said E. for and during her natural Life; and from and after her Decease, To the Use and Behoof of the said J. E. for and during his natural Life; and from and after the Decease of the said J. E. and E. his Wife, and the Survivor of them, To the Use of the Heirs of the Bodies of them the said J. E. and E. Wife, lawfully to be begotten; and for Default of such Issue, To such Person and Persons, and for such Estate and Estates, Uses, Intents and Purposes, and upon and under such Powers and Agreements as she the said E. (whether covert or sole, and notwithstanding her Coverture) should, by any Deed or Deeds, or Writing or Writings, under her Hand and Seal, attested by two or more credible Witnesses, or by her last Will and Testament in Writing, or other Writing in Nature thereof, attested by three or more credible Witnesses, limit, declare, devise or appoint; And for Want of such Limitation, Declaration, Devise or Appointment, To the Use and Behoof of the right Heirs of the said E. E. for ever. **And** the said E. E. was then at the said Court admitted to the said Reversion, (expectant as aforesaid) of the said Moiety or Half-Part of the said Premises, To hold for and during her natural Life, according to the same Surrender, as in and by the Court-Rolls of the said Manor will and may more fully appear: **Now know ye**, That the said E. E. for and in Consideration of the Love and Affection which she the said E. E. hath for and beareth to the said J. E. her Husband, and in Consideration of the tender Care and Affection which the said J. E. hath had and shewn for the said E. his Wife, and for divers other good Causes and Considerations her the said E. E. hereunto especially moving, she the said E. E. according to the Power reserved and contained in the said recited Surrender, and by Virtue thereof, and according to all and every the Power and Powers which the said E. E. hath in this Behalf, or which to her Doth or may in any wise belong, and in Pursuance and Execution thereof, Hath by this present Deed or Writing under her Hand and Seal, attested by two or more credible Witnesses, limited, declared, devised and appointed, and by these Presents she the said E. E. Doth limit, declare, devise and appoint the Reversion and Inheritance (expectant on the several Deceases of the said A. J. E. E. and J. E. and on Failure of Issue of the Bodies of them the said J. E. and E. his Wife) of the aforesaid Moiety or Half-Part of and in the said Messuage or Tenement, Lands, Hereditaments and Premises herein before mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances; and also all the Estate, &c. of her the said E. (expectant as herein before is last mentioned) in and to the same Moiety of the same Premises; **Unto and to the Use** of T. B. of, &c. Gent. his Heirs and Assigns for ever; **In Trust nevertheless** to and for the only proper Use and Behoof of the said J. E. his Heirs and Assigns for ever. **Provided always nevertheless**, That it shall and may be lawful to and for the said E. E. at any Time during her natural Life, (whether Covert or Sole, and notwithstanding her Coverture), by any Deed or Writing under her Hand and Seal attested by two or more credible Witnesses, or by her last Will and Testament, or other Writing in the Nature thereof, attested by three or more credible Witnesses, To alter, change, revoke, null and make void the said Use and Uses, Estate and Estates hereby limited or created, of and in the said Reversion of the said Moiety of the said Messuage, Lands and Premises or any Part thereof; and thereof and of any Part thereof, by the same Deed or Writing, or by such last Will and Testament, or in Writing in the Nature thereof, attested as aforesaid, to create, limit, appoint or declare any other Use or Uses, Estate or Estates, Trust or Trusts of and in the same Premises and every or any Part thereof, in such Sort, Manner and Form as the said E. E. shall think fit and convenient. **In Witness** whereof the said E. E. hath to this her Limitation, Declaration, Devise or Appointment, set her Hand and Seal the — Day of, &c. Power of Re- vocation.

Fourthly, Appointments by Husband and Wife, or the Wife alone, of Lands to their Use, or the Use of their or one of their Heirs, &c.

By Husband and Wife of her Estate of Inheritance, Habendum, after the Death of the Survivor, to the Use of the Heirs and Assigns of the Wife, pursuant to a Power reserved in a Conveyance by Deed and Fine.

THIS Indenture made, &c. Between J. T. of, &c. Esq; and D. his Wife, (Niece and Heir of Sir T. D. late of, &c. Knt. deceased,) of the one Part, and (a Trustee) of the other Part. **W**hereas by Indenture bearing Date, &c. made, &c. between the said J. T. and D. his Wife of the one Part, and J. J. of, &c. Esq; of the other Part, and by Virtue of a Fine with Proclamations duly acknowledged and levied by the said J. T. and D. his Wife, to the said J. J. and his Heirs, pursuant to the Covenant and Agreement for that Purpose contained in the said Indenture, All those, &c. of them the said J. T. and D. his Wife, situate, &c. or in any other Town, Parish or Place whatsoever in the said County of B. which were the Freehold or Inheritance at the Common Law of Sir T. D. Knt. deceased, Uncle of the said D. T. Were limited to the Use of the said J. J. his Heirs and Assigns, *In Trust* that the said J. J. and his Heirs should stand and be seised of all and singular the said Manors, &c. therein and herein before mentioned, with their and every of their Appurtenances, to the several Uses, Intents and Purposes, and with and under the several Limitations, Powers, Liberties and Authorities therein after mentioned, that is to say, To the Use of the said J. T. for and during his natural Life without Impeachment of Waste, and with such further Powers, Liberties and Authorities as are therein after limited and expressed; and from and after the Decease of the said J. T. to the Use of the said D. T. for and during her natural Life without Impeachment of Waste, and with such further Powers, Liberties and Authorities as are therein after mentioned; and from and after the Deceases of the said J. T. and D. his Wife, and the Survivor of them, to the Use of such Person and Persons, and to such Intents and Purposes as the said J. T. and D. his Wife, or the Survivor of them, should by any Writing or Writings under both their Hands and Seals, or under the Hand and Seal of the Survivor, executed in the Presence of two or more credible Witnesses, declare, limit or appoint, and for want of such Declaration, Limitation or Appointment, to the Use of the right Heirs of the said D. T. for ever, as by, &c. Relation, &c. **N**ow this Indenture witnesseth, That for divers good Causes and valuable Considerations, them the said J. T. and D. his Wife, hereunto especially moving, they the said J. T. and D. his Wife, according to the Power to them reserved and given in and by the said in Part recited Indenture, and by Virtue thereof and of all and every Power or Powers, Authority or Authorities which to them or either of them doth belong or appertain, **H**ave and each of them **D**oth declared, limited and appointed, and by this present Writing under both their Hands and Seals, executed in the Presence of two credible Witnesses, whose Names are hereupon indorsed, Witnesses hereunto, do, and each of them the said J. T. and D. his Wife, **D**oth declare, limit and appoint unto the said (Trustee) his Heirs and Assigns, **A**ll the said Manors, &c. and all and singular other the Premises herein before mentioned and comprised in the said herein before in Part recited Indenture, and the yearly and other Rents, Issues and Profits of the said Manors, &c. and all and singular other the Premises hereby declared, limited and appointed or intended so to be as aforesaid, with their and every of their Rights, Members and Appurtenances; **T**o have and to hold the said Manor, &c. as aforesaid, with their and every of their Rights, Members and Appurtenances, from and after the Deceases of the said J. T. and D. his Wife, and the Decease of the Survivor of them, unto the said (Trustee) his Heirs and Assigns **T**o the Use and Behoof of the said (Trustee) his Heirs and Assigns for ever: **I**n Trust nevertheless for the only Benefit and Advantage of the said D. T. her Heirs and Assigns for evermore. **I**n Witness, &c.

Recital of a Deed and Fine, whereby an Estate is limited in Trust for the Use of

J. T. for Life.

After his Decease to D. T. for Life.

After both their Deaths, then as they shall have appointed.

Their Appointment to a Trustee.

By Husband and Wife, by Virtue of a Deed and Recovery of Lands, to such Uses as they should appoint, to the Husband for Life; Remainder to the Wife's Heirs in Fee, with a Power for the Husband to charge a Sum by Will to be raised after her Death.

Recitals.

Tall, &c. A. B. late of, &c. and B. his Wife, one of the Daughters of C. D. late of, &c. send Greeting. **W**hereas, &c. (Recital of Lease, Release and a Recovery, whereby

whereby Lands, &c. were conveyed to such Uses as Husband and Wife should appoint, and for want of such Appointment, to the Use of them respectively for Life, sans Waste; Remainder to his Heirs): **Now know ye** that the said *A. B.* and *B.* his Wife, by Force and Virtue of the said recited Power and Authority to them in that Behalf given or reserved as aforesaid, and of all and every other Power, &c. **Do** by this their Deed, &c. under, &c. attested, &c. limit, declare, direct and appoint, that **All** and every the said Messuages, &c. shall from henceforth be, go, remain and continue; and that the said recited Indentures of Lease and Release, and common Recovery thereupon suffered, and the full Force and Effect of the same and of every of them, shall be and enure, and shall be adjudged and taken to be and enure, and are so meant and intended to be and enure; and that the said *E. F.* (the Demandant in the said Recovery named) and his Heirs, shall stand and be seised of the said Messuages, &c. to and for such Uses, Intents and Purposes, and under and subject to such Powers, Provisoes and Agreements, and charged and chargeable in such Manner as are herein after in that Behalf mentioned, expressed or declared; that is to say, **To the Use** and Behoof of the said *B.* his Wife, and of her Heirs and Assigns for ever. **Provided** always nevertheless, and it is the true Intent and Meaning of these Presents, and the said *A. B.* and *B.* his Wife, do hereby declare, direct and appoint, that it shall and may be lawful to and for him the said *A. B.* by his last Will, &c. in Writing, &c. to charge the said Messuages, &c. with any Sum, &c. (not exceeding &c.) to be levied and raised after the Decease of her the said *B.* and not before or sooner, and to be paid and disposed of to such Person or Persons, and for such Uses and Purposes, and at such Time or Times, (after the Decease of the said *B.*) and in such Parts and Proportions, Manner and Form as the said *A. B.* shall by such his last Will, &c. attested as aforesaid, limit, &c. the same; any Thing, &c. (Proviso of Revocation and new Limitation reserved to them both. See Tit. Proviso.) **In Witness,** &c.

Appointment

By a Wife of Lands to her second Husband and self and their Heirs and Assigns for ever, pursuant to a Power reserved in a Settlement made on her first Marriage.

T**O** all People to whom, &c. *J. C.* the now Wife of *W. C.* of, &c. send Greeting. **Whereas** the said *J. C.* whilst she was sole (by the Name of *J. E.* of, &c.) by Indenture of Lease and Release, bearing Date, &c. in Consideration of a Marriage then agreed on between the said *J.* and one *T. W.* of, &c. *Did* grant, &c. unto *W. W.* of, &c. and *R. W.* of, &c. **All** that, &c. *To be had and holden* unto the said *W. W.* and *R. W.* their Heirs and Assigns for ever, to the Uses, &c. (of said *J. E.* till Marriage, afterwards to her first Husband for Life; Remainder to herself for Life, Remainder to Trustees for 60 Years to pay 100 l. to whom she should appoint; Remainder to her Issue by her former Husband; and in Default of Issue, to whom she should appoint; and in Default of such Appointment, to the Use of the Husband and his Heirs and Assigns for ever): **And whereas** the said Marriage did afterwards take Effect, and the said *T. W.* is since dead, and she the said *J. E.* has since intermarried with the said *W. C.* her present Husband: **Now know ye** that the said *J. C.* in Consideration of the said Marriage last mentioned, and for other Considerations her thereunto moving, **Doth**, (in Pursuance of the Power to her reserved and given in and by the said recited Indenture of Release), limited, ordered, directed and appointed; and by this present Writing signed with her Hand, and sealed with her Seal, in the Presence of *J. T.* *J. B.* and *A. D.* being three credible Witnesses, **Doth** order, &c. that all and singular the said Premises above mentioned, with the Appurtenances, shall from henceforth for ever hereafter be and remain, and the said *W. W.* and *R. W.* and their Heirs, and all and every other Person and Persons, and his and their Heirs, standing and being seised of and in the said Messuage, Tenement and Premises above recited, shall at all Times hereafter stand and be seised thereof, and of every Part and Parcel thereof, with the Appurtenances, **To the Use** and Behoof of the said *W. C.* and *J.* his Wife, their Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **In Witness,** &c.

Recital of Settlement on the first Marriage.

First Husband's Death, and second Marriage.

Appointment.

Fifthly,

Fifthly, Appointments of Portions and other Provisions for Children.

By a Husband, of Lands, after his and his Wife's Death, to the Use of all their Children (except the eldest Son) as Tenants in Common in Tail General, with cross Remainders; Remainder to the eldest Son in Tail; Remainder to the Father in Fee, with a Proviso that if a younger Son becomes the eldest alive, his Share shall go amongst the rest of the Children.

By Indorsement.

I NOW, &c. That I the within named J. C. by Force and Virtue of the Power and Authority to me in that Behalf given or reserved in and by the within written Indenture, and of all other Powers and Authorities enabling me thereunto, Do by this my Writing under, &c. testified, &c. direct, limit and appoint, All, &c. in and by the within written Indenture granted and released, or mentioned, &c. with their, &c. from and immediately after the several Deceases of me the said J. C. and A. my now Wife, to, and **To the Use** and Behoof of all and every the Children (whether Sons or Daughters) of me the said J. C. by the said A. my Wife born or to be born (except the eldest or only Son for the Time being of me and my said Wife) to be equally divided between them Share and Share alike, as Tenants in Common and not as Jointenants, and the Heirs of their respective Bodies of all and every the said Children lawfully issuing, (except of such eldest or only Son); **And** if one or more of such Children shall happen to die without Issue, then as to the Share or Shares of him, her or them so dying without Issue, to, and **To the Use** of the Survivors or others of them (except as aforesaid) Share and Share alike, and the Heirs of their respective Bodies issuing (except as aforesaid); **And** if all such Children but one shall happen to die without Issue; or if there shall be but one such Child besides an eldest or only Son; then to, and **To the Use** of such only Child and the Heirs of his or her Body issuing; **And** for Default of such Issue, then to, and **To the Use** of such elder or only Son of me by my said Wife, and the Heirs of his Body issuing; **And** for Default of such Issue, then to, and **To the Use** of me the said J. C. and of my Heirs and Assigns for ever. **Provided always**, That if any younger Son of me by my said Wife shall by the Death of an elder without Issue become an elder or only Son, then and in such Case, and so often the Share or Shares of such younger Son so becoming an elder or only Son, shall be, go and remain, to and amongst the rest of my said Children, and the Heirs of their respective Bodies, in like Manner as if such younger Son becoming an elder or only Son had been actually Dead without Issue; any Thing, &c. (*A Power to revoke and declare new Uses. See Tit. Provisoes.*) **In Witness**, &c.

By a Father, to raise Portions for Daughters and a younger Son, pursuant to a Power reserved in a Settlement to Uses.

Recitals, viz.

THIS Indenture, &c. Between the Right Hon. P. Earl of C. of the one Part, and C. S. of, &c. Esq; and T. B. of, &c. Gent. of the other Part. **Whereas** by an Indenture bearing Date, &c. and made, &c. Between the said P. Earl of C. and the Right Honourable P. Lord S. (Eldest Son and Heir Apparent of the said Earl) of the one Part, and the Right Honourable G. Lord Marquis of H. of the other Part, (reciting as therein is recited) the said P. Earl of C. and P. Lord S. (for the Considerations therein mentioned) **Did** grant, remise, release and confirm unto the said Lord M. of H. and his Heirs, **All** that, &c. **To the Use** of the said P. Earl of C. for his Life, *sans Waste*; Remainder **To the Use** of the said P. Lord S. his Heirs and Assigns for ever; **In which Indenture** (amongst other Things) are contained the Powers or Provisoes in the Words or to the Effect following, (that is to say) **Provided always**, and the true Intent and Meaning of these Presents, and the Parties to the same was, that the said P. Earl of C. should have full Power and Authority, and that it should and might be lawful for him from Time to Time, and at any Time then after during his natural Life, by any Deed or Deeds in Writing, to be by him sealed and delivered in the Presence of two credible Witnesses at the least, or by his last Will and Testament in Writing, by him subscribed, sealed and published, in the Pretence of two credible Witnesses at the least, to charge all or any Part of the said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premises, therein before granted and released, or mentioned or intended to be granted or released, in such Manner as he should think fit, with the Payment of any Sum or Sums of Money not exceeding 15000 l. in the Whole for the Portion and Portions of the Daughters and younger

Daughters and younger Son of him the said *P.* Earl of *C.* by the Right Honourable the Lady *E. D.* deceased, (Eldest Daughter of the Right Honourable *C.* Earl of *C.*) his late Wife, to be paid as he shall appoint, paid in such Proportions, and at such Times and in such Manner, and with such Power, Ways and Means, by Mortgage, Sale or otherwise, for raising thereof, as he the said Earl of *C.* shall think fit and appoint; any Thing therein, &c. notwithstanding; *Provided always*, and the true Intent and Meaning of these Presents, and the Parties to the same was, that if the said Earl of *C.* should pay or cause to be paid any Sum or Sums of Money for the Portions of the said Daughters and younger Son, according to the Purport of the abovesaid first Proviso, any other Way or Ways than by raising the same by the same Proviso, that then the said Earl of *C.* should or might by the same Proviso, or such Ways or Means as are therein mentioned, raise out of or by the Premises to his own Use so much Money, not exceeding in the Whole 15000*l.* for or towards the Payment and Satisfaction of such Money as he should so pay or cause to be paid as aforesaid; Any Thing, &c. notwithstanding, As by the said recited Indenture (Relation, &c.) more at large may appear. *And whereas* the Honourable the Lady *M. S.* and the Lady *K. S.* were the Daughters, and the Honourable *C. W.* alias *S.* was the Younger Son of the said Earl of *C.* by the said Lady *E. D.* and upon the Marriage of the said Lady *M.* with *T. C.* Esq; the said Earl of *C.* paid 8000*l.* as and for her Portion; and upon the Marriage of the said Lady *K.* with *G. C.* Esq; the said Earl of *C.* paid the Sum of 8000*l.* as and for her Portion; and the said Earl paid to the said *C. W.* alias *S.* the Sum of 100*l.* for his Part and Portion of the before mentioned Sum of 15000*l.* *And* the said Earl of *C.* intends the Sum of 1500*l.* shall be raised out of or by the Premises to his own Use, towards the Payment and Satisfaction of the said two several Sums of 8000*l.* paid by him for Portions as aforesaid, he having appointed, and by these Presents appointing the said Sum of 15000*l.* to have and be the Portions of his said Daughters and younger Son: **Now this Indenture witnesseth**, That the said *P.* Earl of *C.* by this his Deed in Writing, sealed and delivered in the Presence of — credible Witnesses, whose Names are hereon indorsed, by Virtue and in Pursuance of the said Powers and Authorities given and reserved to him by the said recited Indenture, and of all other Powers and Authorities at any Time to him given or reserved, or now in him, touching the charging the said Manors, Lordships, Messuages, Rectory, Advowsons, Tenements and Hereditaments, with the Payment of any Sum or Sums of Money not exceeding, &c. **Doth** charge and make chargeable the said Manors, &c. with the Payment of the said Sum of 15000*l.* to him the said *P.* Earl of *C.* his Executors, Administrators or Assigns; *And* for and in Consideration of the Sum of 15000*l.* of, &c. to him the said Earl in Hand paid by the said *C. S.* and *T. B.* at or before the Sealing and Delivery of these Presents, the Receipt whereof the said Earl of *C.* doth hereby acknowledge, and thereof doth acquit, release and discharge the said *C. S.* and *T. B.* their Executors and Administrators, *He* the said *P.* Earl of *C.* in Pursuance of the aforesaid Power and Powers, Authority and Authorities, hath leased, bargained, sold, limited and appointed, and by these Presents **Doth** lease, bargain, sell, limit and appoint unto the said *C. S.* and *T. B.* their Executors, Administrators and Assigns, **All** those the said Manors, &c. which in and by the said recited Indenture were or are mentioned to be granted, remised, released and confirmed, with their and every of their Rights, Members and Appurtenances; **To have and to hold** the same Manors, &c. unto the said *C. S.* and *T. B.* their Executors, &c. from the Day next before the Day of the Date of these Presents, for and during and until the full End and Term of 500 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste; **Pledging and paying** therefore the Rent of one Pepper-Corn only on the Feast Day of *St. Michael the Archangel*, if the same shall be lawfully demanded. **Provided always**, and it is hereby declared and agreed by and between the said Parties to these Presents, that if the said *P.* Lord *S.* his Heirs, Executors or Administrators, or such Person or Persons, to whom the next and immediate Reversion or Remainder of the said Premises, expectant upon the Determination of the said Term of 500 Years, shall for the Time being be- long, *Do* and *Shall* well and truly pay or cause to be paid unto the said *C. S.* and *T. B.* their Executors, Administrators or Assigns, at or in, &c. the full Sum of 15000*l.* of, &c. upon the — Day of — next ensuing the Date of these Presents, with Interest for the same after the Rate of 5*l.* per Cent. per Ann. by Half-yearly Payments, without making any Deduction or Abatement out of the same Sum, for or in Respect of any Taxes, Charges, Duties or Assessments charged or imposed, or to be charged or imposed upon the said Premises, or any Part thereof, or for or in Respect of any other Reprisal, Matter or Thing whatsoever; then the Demise hereby made, and every Thing herein contained, shall cease, determine, and be utterly void. **Provided also**, and it is hereby further declared and agreed by and between the said Parties to these Presents, that until Default shall be made of or in Payment of the said Sum of 15000*l.* or of some Part thereof, contrary to the Tenor and true Meaning of the Provi- soes herein before mentioned for Payment thereof, the said Manors and Premises shall and

Son, to be paid as he shall appoint.

If otherwise raised and paid, to reimburse himself.

Portions paid by him.

Earl of C. intends the 1500*l.* to his own Use.

Charge on the Premises for the same.

Appointment by Demise to Trustees for 500 Years.

Proviso that if the next in Reversion pays the 15000*l.* the Demise to be void.

Proviso that till Default in Payment the Premises shall be enjoyed according to the recited Deed.

may be held and enjoyed, and the Rents, Issues and Profits thereof be received and taken, according to the Uses and Estates therein limited, in and by the said recited Indenture, without the Let, Suit or Interruption of the said C. S. and T. B. or either of them, their or either of their Executors, Administrators or Assigns. *In Witness, &c.*

By a Father, of a Portion charged by Deed on Lands for his Daughter, and an Agreement and Declaration that he will give her a larger Portion, exclusive of that made on her Marriage; by Indorsement on a Settlement.

Childrens
Deaths.

Portion in-
tended for sur-
viving
Daughter.

A Term sub-
sisting.

Marriage in-
tended.

Another Por-
tion to be ad-
vanced.

Appointment
of 3000 l.
pursuant to
the within
Deed.

Direction to
Trustees to
raise the same.

Declaration
that she shall
have both the
12000 l. and
the 3000 l.

TD all, &c. the within named B. B. of, &c. sends, &c. *Whereas* the within named A. B. Son of the said B. B. by A. his late Wife, is some Time since deceased, under the Age of 21 Years, and without Issue, and no other Children of the said B. B. by the said A. his late Wife (who is also dead) lived to attain the Age of 21 Years, or be married, save only one Son and one Daughter, viz. C. B. who has attained his Age of 21 Years and is married, and D. B. Spinster, who has attained her Age of 21 Years, but no Sum or Time of Payment has been yet fixed or ascertained for the Portion of the said D. B. by Virtue of the within written Indenture, which now the said B. B. intends to be the Sum of 3000 l. to be forthwith raised and paid, together with Interest for the same after the Rate of 5 l. per Cent. per Ann. from henceforth, until the said Sum of, &c. shall be actually paid: *And whereas* by Indenture bearing Date, &c. and made previous to the Marriage of the said C. B. with E. his now Wife, the within mentioned Term of 100 Years of and in the Manor, &c. within mentioned, to be situate, &c. in the County of S. and in the same Term comprised, was for the Considerations, and in Manner in the same Indenture expressed, surrendered or mentioned, &c. but the said Term, and the within mentioned Trusts thereof, are yet subsisting as to the within mentioned Manor, &c. in the County of R. and in the same Term also comprised: *And whereas* a Marriage is intended, &c. between Sir F. G. of, &c. and the said D. B. *And whereas* the said B. B. in Prospect and Consideration of the said intended Marriage, hath agreed to advance and give with his said Daughter on her said intended Marriage the Sum of 12000 l. (over and above the Sum of 3000 l. hereby charged and fixed, for or towards her Portion, by Virtue of the within written Indenture and Trusts of the said Term of 100 Years: *Now know ye*, that for the End and Purpose aforesaid, and in Pursuance, and by Force and Virtue of the Power and Authority to him the said B. B. given or reserved, in and by the said within written Indenture, and of all other Powers, &c. *He* the said B. B. *Doth* by his Deed, &c. under, &c. testified, &c. declare, direct and appoint, that the Sum of Money intended for the Portion of the said D. B. by Virtue of the within written Indenture, and Trusts of the said Term of 100 Years, is to be and shall be the full Sum of 3000 l. of, &c. and that the same shall be forthwith raised and levied by and out of the Premises in the said County of R. or any Part thereof, by the Ways and Means in that Behalf within mentioned, and thereupon be forthwith paid to the said D. B. or her Assigns, in Part of her Marriage Portion, together with Interest for the same from henceforth, until the said Sum of 3000 l. shall be actually paid: *And* for that End the said B. B. doth hereby authorize, empower and direct G. H. and H. B. the Trustees of the said Term of 100 Years, and the Survivor, &c. his Executors, &c. forthwith to raise, levy and pay the same accordingly: *And* the said B. B. doth hereby expressly declare, that he does not intend that the said Sum of 12000 l. which he has agreed to advance and give with the said D. his Daughter on the said intended Marriage as aforesaid, (over and above the said Sum of 3000 l.) shall be in full of her Portion, intended or provided for her by the within written Indenture, although the same is more than equivalent to, and doth far exceed the said Sum of 3000 l. but his Mind and Intention is, and so he does hereby expressly declare, that she the said D. shall have for her Marriage Portion the said whole Sum of 3000 l. together with and over and above the said Sum of 12000 l. any Thing, &c. *In Witness, &c.*

By a Father, to make a Provision for two Daughters, viz. For the Eldest who is unmarried, a Moiety of his Estate; and for the Younger, who married against his Consent, the Interest of Money to be raised out of the other Moiety, to be paid to her separate Use during the Coverture; if she survives her Husband, to her and her Assigns, &c.

Recitals of a
Deed and
Fine.

TD all, &c. S. K. Esq; late one of the Masters in Ordinary of the High Court of Chancery, sendeth, Greeting. *Whereas* by Virtue of one Indenture, &c. between the said S. K. and C. his Wife of the one Part, and J. M. of, &c. and J. K. of, &c. of the other Part,

Part, and by Virtue of a Fine with Proclamations, acknowledged and levied pursuant to the Covenant in the same Indenture for that Purpose contained, All those, &c. were limited, **To** the Use of the said J. M. and J. K. their, &c. for and during the Term of 500 Years limited to from thence next ensuing, without Impeachment of Waste, upon such Trusts as are therein Uses, and herein after mentioned concerning the said Term, and charged with the said Term of 500 Years, (to wit), **To the Use** of the said S. K. for his Life, with Remainder to the said C. his Wife for her Life, with Remainder as to one undivided Moiety or Half-Part of the said two Messuages, &c. **To the Use** of H. K. second Daughter of them the said S. K. and C. his Wife, her Heirs and Assigns for ever; and as to the other undivided Moiety or Half-Part of the said two Messuages, &c. **To the Use** of M. K. youngest Daughter of them the said S. K. and C. his Wife, now the Wife of R. B. youngest Son of Sir W. B. Bart. her Heirs and Assigns for ever: And it is thereby declared and agreed, That the said Term and Estate limited unto Declaration that a Term of 500 Years was limited on Trust to be assigned, &c. according to the Father's Appointment to raise 500 l. for his Use.

the said J. M. and J. K. their, &c. for the said Term of 500 Years was to them so limited, Upon Trust, and to the Intent and Purpose that the said J. M. and J. K. and the Survivor of them, and the Executors, &c. of such Survivor, should and might, by and with the Consent, and at the Direction and Appointment of the said S. K. by Assignment or Assignments, Lease or Leases, Mortgage or Mortgages, of one or both of the said Messuages, or of any Part or Parts thereof, for and during the said Term of 500 Years, or any lesser Number of Years, from Time to Time borrow, raise and secure any Sum or Sums of Money, with lawful Interest for the same; the principal Money so to be borrowed not exceeding in the Whole the Sum of 500 l. the which 500 l. or any lesser Sum so to be borrowed and secured, were to be and should be paid and payable to or for the Use of the said S. K. his, &c. and in the mean Time and until such Monies borrowed as aforesaid, and as to such Part of the said Premises, on Security whereof no such Monies should be so borrowed, the said Term of 500 Years was to attend and wait upon the several Uses therein above limited of the said Messuages in Remainder after the said Term of 500 Years, according to the several Estates and Interests so thereof limited, as by the said Indenture and Fine, Relation, &c. And whereas the said M. without and against the Consent of the said S. K. her Father, hath some Time since intermarried with the said R. B. **Now these Presents witness**, that to the Intent to make some Provision for the said M. separate from her Husband, commencing from his own Death and the Death of the said C. his Wife, he the said S. K. in Pursuance of the Power given him by the said recited Indenture, or any other Power in him vested, *Hath* directed and appointed, and by these Presents *Doth* direct and appoint, that the said J. M. and J. K. or the Survivor of them, or the Executor, &c. of the Survivor of them, shall, as soon as may be after the Decease of the said S. K. and K. his Wife, surrender and assure one Moiety of the said two Messuages and Premises, unto the said H. K. her Heirs and Assigns; and further that the said J. M. and J. K. or the Survivor of them, or the Executors, &c. of such Survivor, by one or more Assignment or Assignments, Lease or Leases, Mortgage or Mortgages, of or out of the Rents and Profits of the other Moiety of the said Messuages, or of any Part or Parts of the said other Moiety, for and during the said whole Term of 500 Years, or any lesser Number of Years, shall and do raise, borrow and secure the Sum of 500 l. of, &c. and shall pay, apply, and dispose of the said Sum of 500 l. in Manner, and to the Intents and Purposes following, *viz.* Upon special Trust and Confidence, that they the said J. M. and J. K. and the Survivor of them, shall from Time to Time, put, place out and dispose of the said Sum to be put out of 500 l. upon Security or Securities at Interest, or upon any Parliamentary Funds, or in the at Interest; Purchasing of any publick Stock, and shall from Time to Time pay all the Interest, Profit the Interest to be paid during the Joint Lives of the said M. and the said R. B. her present Husband, unto the proper Hands of her the said M. for her sole, separate and peculiar Use, Benefit and Disposition, notwithstanding her Coverture, with which said last mentioned Sum of 500 l. or with any Interest, Profit or Proceed thereof or therefrom, and her Husband, to her proper Hands for her separate Use. the said R. B. is not to intermeddle or have any controlling Power over the same, or any Part thereof, nor is the same to be in any sort liable or subject to his the said R. B.'s Acts, Engagements, Debts, Incumbrances or Forfeitures; and the Receipts or Acquittances from Time to Time, in Writing under the Hand of the said M. (notwithstanding her Coverture) shall be a sufficient Discharge to the said J. M. and J. K. their, &c. for the said Interest, Profit and Proceed thereof, or so much thereof as shall be thereby acknowledged to be received from them or either of them, or their or either of their Executors, &c. respectively; and in Case the said M. shall happen to survive her said Husband, then as to the said Sum of 500 l. and all the Produce and Proceed thereof, **In Trust** for the sole and only Benefit and Advantage of her the said M. her Executors, Administrators and Assigns; but in Case the said M. shall happen to depart this Life in the Life-time of her said Husband, then **In Trust** to pay the said Sum of 500 l. and all the Interest, Profit and Proceed thereof then remaining unpaid or unaccounted for to the said M. unto and **To the Use** of all and every the Child and Children before him, *M's Marriage to R. B. without her Father's Consent.* *Appointment of a Moiety of the Premises to the Elder Daughter.* *M's Receipts to be good. In case M. survives her Husband, then the 500 l. and all the Produce shall be in Trust for her and her Assigns. But if she dies before him,*

then to the
Use of her
Children.
If no Chil-
dren, then in
Trust for her
Sister H. her
Executors,
&c.

dren of the Body of the said *M.* equally to be divided between and among them Share and Share alike, if more than one Child; and in Case the said *M.* shall happen to depart this Life in the Life-time of her said Husband, without leaving any Issue of her Body living at the Time of her Death, then in Trust for the only Benefit and Advantage of the said *H. M.* her Executors, Administrators and Assigns. (*Here were two Provisoes, one for the Trustees to deduct their Expences out of the Interest of the 500 l. and not to be answerable for each other, and the other a Power of Revocation. See Tit. Proviso.*) In Witness, &c.

By a Father, of the Trust of a Term raised by a Marriage Settlement, after his Death, to pay his eldest Son an Annuity for Life, subject to the Land Tax, and another Annuity to a Daughter for her separate Use, &c. and charged with Annuities in Trust for a second Son, with a Proviso, that if the Eldest sues, &c. the Trustee, &c. the Costs shall be discounted out of his Annuity.

Recitals.

THIS Indenture made, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part. **Whereas**, &c. (*Recital of a Marriage Settlement of Lands, to the Use of the Husband for Life, sans Waste, then to the Trustees for 100 Years, then to the Use of the first and other Sons of the Marriage in Tail Male; the Trust of which Term, after others since determined, is declared to provide for younger Children by the Father's Appointment.*) **Now this**

Appointment.

Indenture witnesseth, that the said *A. B.* in Pursuance of the aforesaid Trusts, and by Virtue of the Power, &c. **Doth** by this present Deed, &c. direct and appoint, that from and after his Decease, the said Term of 100 Years, of and in the said Messuage, &c. shall remain, continue and be, and that the said *C. D.* his, &c. shall stand and be possessed of the same, and of the Rents and Profits thereof, and of every Part thereof, during all the said Term of 100 Years, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoes and Agreements, as are herein after mentioned, expressed and declared, of and concerning the same; **And** the said *A. B.* **Doth** hereby give, limit, dispose of and direct the same accordingly, (that is to say) **Upon Trust** that he the said *C. D.* his, &c. shall and do from and after the Decease of the said *A. B.* by and out of the Rents, &c. of the said Messuage, &c. pay or cause to be paid unto *H. B.* (eldest Son of the said *A. B.*) and his Assigns, for and during the Term of his natural Life, one Annuity or yearly Rent or Sum of 60 l. of, &c. by four equal quarterly Payments; the first Quarter's Payment thereof to begin and to be made at the End of three Kalendar Months next after the Decease of the said *A. B.* which Annuity or yearly Rent of 60 l. is at all Times to bear and be subject to a proportional Part of such Land Tax, as shall for the Time being be chargeable upon the said Messuage, &c. by Act of Parliament. **And upon this further Trust**, that he the said *C. D.* his, &c. shall and do, from and after the Decease of the said *A. B.* by and out of the Rents, &c. of the said Messuage, &c. pay or cause, &c. for and during the natural Life of *J. K.* (Wife of *L. K.* of, &c. and Daughter of the said *A. B.*) one Annuity, yearly Rent or Sum of 40 l. of, &c. by four, &c. unto such Person or Persons, and for such Uses and Purposes, and in such Parts, Proportions, Manner and Form, as she the said *J. K.* notwithstanding her Coverture, and whether she shall be sole or married, shall by any Writing or Writings under her Hand, from Time to Time direct or appoint, to the Intent that the same may not be at the Disposal of, or subject or liable to the Controul, Debts or Engagements of the said *L. K.* her Husband, but only at her own sole and separate Disposal; and in Default of, and until such Direction or Appointment, to the proper Hands of the said *J. K.* whose Receipt under her Hand shall from Time to Time, notwithstanding her Coverture, be a sufficient Discharge to the Person or Persons who shall so pay the same, for so much thereof, for which such Receipt shall be given; the first Quarter's Payment of, &c. to begin, &c. which said Annuity, &c. of 40 l. is likewise at all Times to bear, &c. (*ut supra.*) **And subject** to, and charged and chargeable with the said two several Annuities of 60 l. and 40 l. in Manner aforesaid; **Upon Trust** that he the said *C. D.* his, &c. shall and do, immediately from and after the Decease of the said *A. B.* stand and be possessed of the said Term of 100 Years, of and in the said Messuage, &c. in Trust for and for the only Benefit of *M. B.* (second Son of the said *A. B.*) his, &c. and to and for no other, &c. **Provided** always nevertheless, and it is hereby agreed and declared, by and between the said Parties to these Presents, and it is the true Intent and Meaning of them and of these Presents, that in Case the said *H. B.* the Son, shall at any Time hereafter, sue, molest or disturb the said *C. D.* his Executors, &c. or any of them, in the Execution of the aforesaid Trusts, or shall or do cause, or procure to be done, any other Act or Thing, whereby the aforesaid Trusts, or any of them, shall in any wise be impeached, hindered, obstructed or defeated, then and in such Case, and so often, all Loss, Costs, Charges, Damages or Expences, which shall be occasioned thereby, shall from Time to Time be born, discount-

Upon Trusts.

Subject, &c.

Proviso.

ed, paid and allowed out of his the said *H. B.*'s said Annuity of 60*l.* per Ann. any Thing, &c. (*Another Proviso of Revocation and new Declaration. Vide Tit. Provisoes.*) In Witness, &c.

By a Feme Covert, of a Legacy (given to her separate Use and Disposal) to her Children equally between them, to be paid at their coming of Age or Marriage.

To all People, &c. *M.* the now Wife of *J. R.* of, &c. sends Greeting: **Whereas** *M. G.* of, &c. Widow, deceased, by her last Will, &c. bearing Date, &c. (*inter alia*) gave and bequeathed to the said *M. R.* by the Name of her Grandaughter *M. B.* 300*l.* for her sole Use and Benefit, so as no Husband, as she should thereafter marry, should have any Thing to do therewith, and directed that her Receipt alone, though married, should be a good Discharge to her Executors for the same, and appointed that her said Grandaughter, after Receipt of the said 300*l.* should put the same out at Interest in some Friend's Name, **In Trust** for her separate Use, and receive the Interest of it, and that if she died and left any Child or Children, then she was to give the same to them by such Proportions, and in such Manner as she should think fit, and of her said Will made and constituted *S. B.* sole Executor, as thereby may appear, and shortly after died; and the said *S. B.* has since proved the said Will, and has paid the said 300*l.* to the said *M.* who has since let out the same at Interest, and taken a Bond for the same in the Names of, &c. in Trust for her separate Use: **Now know ye further by these Presents,** that the said *M.* Wife of the said *J. R.* Doth hereby direct and appoint, that the said 300*l.* shall after her Death be equally divided between all and every such Child and Children, as she shall leave at the Time of her Decease, and to be paid to each of them severally, when and as they attain their Ages of 21 Years, or be married, which shall first happen respectively, and the Interest thereof to be applied in the mean Time for their better Maintenance; **And** in Case she shall have no such Child that shall live to that Age, then she does hereby direct and appoint her said Trustees to pay the said 300*l.* in Manner following, &c. **And** does direct and appoint her said Trustees to deduct out of the first Interest that shall arise or be made of the said 300*l.* three Guineas a-piece for their Care and Trouble about the said Trust. **In Witness,** &c.

The Grand-mother's Will. Bequest of 300*l.* to *M.*'s separate Use.

Power to make Appointment. Executor. Probate. 300*l.* paid and put out. Appointment after her Death to her Children.

By a Feme Covert, of Manors, &c. after the Death of her Husband and her, to the Use of the first and other Sons of the Marriage successively in Tail Male; Remainder to the Daughters as Tenants in Common in Tail General, with Cross Remainders to the Heirs of her Body by this Husband; Remainder to the Husband in Fee.

NOW, &c. that I *A. B.* the Wife of *J. B.* of, &c. in Pursuance, and by Virtue of Appointment the Power and Authority to me reserved, and contained in and by one Indenture of Release, bearing Date, &c. between, &c. and by Virtue of all and every other Power, &c. any wise enabling me thereunto, **Do** by this present Deed or Writing by me signed, &c. in the Presence, &c. direct, limit and appoint, **All** and every the Manors, &c. (which in and by the said Indenture of Release were allotted, limited, appointed or conveyed, or mentioned, &c. to the Use of the said *J. B.* and myself for our Lives, and the Life of the longer Liver of us, in Manner therein mentioned, with their Appurtenances) unto, and for such Uses, Estates, Intents and Purposes, and under and subject to such Provisoes, as are herein after mentioned and expressed of and concerning the same; (that is to say) **From** and after the Decease of the longer Liver of us the said *J. B.* and myself, **To the Use** and Behoof of the first Son of my Body by the said *J. B.* lawfully begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; **And** for Default of such Issue, then **To the Use** and Behoof of the second, third, fourth, fifth, sixth and seventh, and of all and every other the Son and Sons of my Body by the said *J. B.* lawfully begotten or to be begotten severally, successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the Elder of such Sons, and the Heirs Male of his Body issuing, always to be preferred and to take before the Younger of such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing; **And** for Default of such Issue, then **To the Use** and Behoof of all and every the Daughter and Daughters of my Body by the said *J. B.* lawfully begotten or to be begotten, to be equally divided amongst them (if more than one) Share and Share alike, as Tenants in Common, and not as Joint-tenants, and of the several and respective Heirs of the Body and Bodies, of all and every such Daughter and Daughters lawfully issuing; **And** in Case one or more of such Daughters shall

After the Husband and Wife's Death, to Sons.

Remainder to Daughters.

Cross Re-
mainders.

happen to die without Issue of her or their Body or Bodies, then as to the Share or Shares of her or them so dying without Issue, **To the Use** and Behoof of the Survivors or Survivor, or others or other of them, Share and Share alike, as Tenants in Common, and not as Jointenants, and of the several and respective Heirs of the Body and Bodies of such Survivors and Survivor, or others or other of them; **And** in Case all such Daughters but one shall happen to die without Issue of their Bodies, or if there shall be but one such Daughter, then **To the Use** and Behoof of such surviving or only Daughter, and of the Heirs of her Body lawfully issuing; **And** for Default of all such Issue, then **To the Use** and Behoof of the Heirs of my Body by the said J. B. lawfully, &c. **And** for Default of all such Issue, then **To the Use** and Behoof of the said J. B. and of his Heirs and Assigns for ever, and to and for no other Uses, Intents and Purposes whatsoever. (*Proviso of Revocation and new Declaration.* See Tit. *Provisoes*.)
In Witness, &c.

To pay Debts and Annuities and other Monies out of Lands to younger Children, and to convey the Lands to the eldest Son, when of Age.

Recital of a
Settlement to
the Use of A.
&c.

To all People to whom, &c. I A. of, &c. send Greeting. **Whereas** by Indenture *Tripartite* of Release bearing Date, &c. made, &c. **Between** me the said A. of the first Part, B. of, &c. (now my Wife) of the second Part, and C. and D. of, &c. (Trustees) of the third Part; *Whereby* (after reciting therein a Marriage then intended and since solemnized between me the said A. and the said B.) and for the several Considerations therein expressed, the several Manors, &c. situate, &c. and therein particularly mentioned *cum pertinentiis* were by me the said A. granted and released to the Use of them the said C. and D. and their Heirs, to the several Uses, Trusts, Intents and Purposes therein and herein after mentioned, *To wit,* To the Use of me the said A. &c. and for Default of such Issue, or in case of such Issue, and they should all happen to die before his, her or their Age or Ages of 21 Years, without leaving Issue of his, her or their Bodies lawfully begotten; then to the Use and Behoof of such Person and Persons, and for such Estate and Estates either in Fee-simple, Fee-tail, or for Life, Lives or Years, charged and chargeable with such Rent-charges, annual and other Payments and Things, and with such Sum and Sums of Money in Gross, and other Payments whatsoever for such Life or Lives, and in such Manner as he the said A. either by any Writing or Writings, to be by him sealed and subscribed in the Presence of three or more credible Witnesses, or by his last Will and Testament in Writing to be by him signed and published in the Presence of three or more credible Witnesses as aforesaid, should at any Time direct, limit and appoint, as in and by the said in Part recited Indenture of Release, &c.

Afterwards to
such Uses as
A. shall ap-
point.

Consideration.
Power, &c.

Charge.
First to pay all
such Debts as
personal Estate
shall fall short,
&c.

Then Trustees
to stand seised,
&c. upon the
Trusts fol-
lowing, *viz.*
To pay an an-
nual Sum to
his eldest
Daughter, ex-
clusive of her
Husband, &c.
The like to
the second
Daughter.

Now know ye, That I the said A. for divers good and valuable Considerations, &c. by Vir-
tue and in Pursuance of the aforesaid Power to me reserved in and by the said recited Indenture,
and, &c. **Do** hereby direct, limit and appoint, that as well all and singular the said several
Manors, &c. comprised in and by the said Indenture granted and released, as also all and every
such other Manor, &c. whereof or wherein I shall at any Time hereafter be any ways seised or
possessed of during the Coverture between myself and the said B. my Wife, shall from and af-
ter the several Deceases of me and the said B. my Wife, without such Issue as aforesaid, or in
case that any between us shall then be living, from and after the Death of such Issue as aforesaid,
(if any, without Issue as aforesaid), stand charged and chargeable in the first Place, to and with
Payment of so much of my Debts, as I now owe, or which I shall at the Time of my Death
justly owe, as my personal Estate which I shall leave at the Time of my Death shall fall
short to pay; and subject thereunto, I do hereby (out of Kindness to my two Daughters
which I had by E. my late Wife, although they have forfeited the same) further direct, limit
and appoint, that from and after the Decease of myself and of the said B. my now Wife as
aforesaid, that they the said C. and D. and the Survivor of them and his Heirs, shall stand sei-
sed of the Reversion of all and singular the said Manor, Messuage, Land, Tenements, Heredi-
taments and Premises *cum pertinentiis*, upon the several Trusts, Intents and Purposes herein af-
ter mentioned and expressed, of and concerning the same, *viz.* upon the several Trusts, that
they my Trustees the said C. and D. and the Survivor of them, and the Heirs and Assigns of
such Survivor, shall and do, by, with and out of the Rents, Issues and Profits of the said Pre-
misses, twice in every Year between *Lady-Day* and *Midsummer*, and between *Michaelmas* and
Christmas, for and during the Term of the natural Life of my Daughter H. M. (now Wife of
B. B. notwithstanding she married him without my Consent) pay to the Hands and separate
Use of her the said H. M. for and towards the better Maintenance and Provision of herself
and Child or Children she now hath or may have, the annual or yearly Sum of 40 l. of, &c.
and with which her said Husband is not to intermeddle, and that her Receipts and Discharges
shall from Time to Time be good and sufficient Discharges to my said Trustees or either of
them for the same, (*An Annuity of 20 l. to his Daughter S. W. Wife of H. W. payable in like
Manner*)

Manner); And also upon further Trust, That my said Trustees, after the Death of my To pay Resi-
 said Daughter S. W. shall and do from thenceforth during the Space of six Years, by and out of due of Rents
 the Rents and Profits of the said Premises, reserve and pay the annual Sum of 20*l.* to such for the Main-
 Daughter or Daughters of the said S. W. as shall be then living, to be equally divided between tenance of his
 them, if more than one; And upon further Trust, in case such Daughter or Daughters second Daugh-
 shall live to her or their Age of 21 Years, that then the said Trustees shall by and out of the 21.
 Rents, &c. raise and pay to such Daughter or Daughters the principal Sum of — the same
 to be equally divided if more than one; And upon further Trust, That they the said
 Trustees, by and out of the Rents and Profits of the said Premises, pay to the several Persons
 in the Schedule hereunto annexed, the several Sums of Money therein particularly mentioned,
 within, &c. And I do hereby further direct and appoint, That they the said Trustees shall Trustees to
 and do twice in every Year, after the Death of the Survivor of me and my said Wife, account for account, &c.
 and pay the Residue of the Rents, Issues and Profits of the said Premises, into the Hands of —
 to and for the Use of such Son or Sons which my said Daughter S. shall happen to have, and
 shall be living at the Time of the Death of the Survivor of myself and of my said Wife, if
 more than one, equally between them, for the Maintenance of such Son or Sons, until one of
 them attain the full Age of 21 Years; And upon further Trust that they the said Trustees After 21 to
 shall and do within six Months next after such Son shall attain his full Age of 21 Years, upon convey Pre-
 Request, and at the Costs and Charges of such Son so coming to his full Age, well and suffi- mises to such
 ciently convey and assure to him and the Heirs of his Body lawfully to be begotten, or to whom eldest Son and
 he or they shall appoint, the said Manors, &c. freed and discharged from all Incumbrances his Heirs
 Male, &c.
 done by them or either of them, as by Counsel in that Behalf shall be reasonably advised and
 required; and in Default of such Issue, or in case the said S. shall have no Son who shall live to
 the Age of 21 Years, or in case the Issue Male of such Son or Sons shall all happen to die before If no such Son,
 his or their Age of 21 Years; then, and in any of the said Cases, I do hereby direct, limit and or if such, and
 appoint, that the said Trustees and the Survivor, &c. shall and do at the Request, Costs and no Issue Male
 Charges of my Daughter in Law M. B. now Wife of E. B. well and sufficiently convey &c. then
 and assure the said Manors, &c. freed, &c. to such eldest Son of my said Daughter in to convey
 Law as shall be then living, and to his Heirs and Assigns for ever, as Counsel, &c. In Premises to
 the eldest of
 his Daugh-
 ters in Law in
 Fee.
 Witness, &c.

The Schedule whereof Mention is made in the Deed hereto annexed, viz,

To the Poor of the Parishes of — the Sum of 10*l.* each Parish.
 To, &c.

By a Mother (a Trustee) of Money to be raised for the Advancement of a younger Son, wherein was contained an Assignment of Trusts by the other Trustee.

By Indorsement. (See the Deed recited, Tit. Lease and Release.)

TO all People, &c. The within named E. N. and J. H. send Greeting. **Whereas** Recital.
 the within named W. N. Party to the within written Indenture, is since the making Of Husband's
 thereof departed this Life, leaving the said E. N. his Widow, who is still unmarried, and Death.
 leaving Issue by the said E. the within named W. N. his eldest Son, and H. N. T. N. E. His Issue.
 Wife of H. J. J. N. and M. N. his younger Children, and the said W. N. the Son hath since Eldest Son's
 departed this Life without Issue: And whereas the said T. N. having attained his Age of 21 Death.
 Years, the said E. N. is minded to appoint to him for his Advancement and Preferment in the The Mother
 World, such Part of the within mentioned Sum of 1000*l.* as is herein after mentioned, and mindful to
 the Residue thereof for the Benefit of her other Children: Now know ye, That the said E. N. prefer a youn-
 ger Son.
 for the better Advancement and Preferment of the said T. N. in the World, and for other good
 Causes, &c. Hath given, ordered, directed and appointed, and by, &c. Doth (by Virtue
 of the Power to her reserved and given in and by the within written Indenture, and of all
 other Powers which she hath in this Behalf) give, &c. that the Sum of 999*l.* Part of the
 said Sum of 1000*l.* by the within written Indenture, provided to be raised out of the Manor,
 &c. therein comprised for the Portions of the younger Children of the said W. N. the Elder
 and E. his Wife, shall be raised and paid for and to the said T. N. for his own Use and Be-
 nefit, and the 20*s.* Residue thereof to be equally divided amongst the said E. J. J. N. and
 M. N. Share and Share alike. (After this there was a Recital that the said J. H. was unwilling
 to act in the Trusts in the within Deed; and an Assignment of the Premises, subject to the said
 Trusts to the said E. N. the other Trustee, with a Covenant that he had not incumbered the Pre-
 mises. See Tit. Assignment.) In Witness whereof the said E. N. and J. H. have, &c.
 Perused by J. Ward who conceived the Trustee might safely execute it.

A Widow's

A Widow's Appointment of an Estate to one of her Sons, pursuant to several Powers in Deeds and the Will of her deceased Husband.

Recitals, viz. **T**O all Persons to whom, &c. Dame M. R. of, &c. (Widow and Relict of Sir R. R. late of, &c. Bart. deceased) sendeth Greeting. **Whereas** by Indenture *Quinquartite*, bearing Date, &c. and made, &c. **Between** the said Sir R. R. Dame M. his Wife, of the first Part, Sir W. J. of, &c. Bart. of the second Part, the Honourable J. B. of, &c. Esq; and R. W. of, &c. Esq; of the third Part, W. V. of, &c. Gent. and F. L. of, &c. Gent. of the fourth Part, and the Honourable R. B. of, &c. Esq; and G. B. of, &c. Esq; of the fifth Part; the said Sir R. R. as well for the better securing two annual Sums of 200 l. and 300 l. amounting to 500 l. the additional Jointure of the said Dame M. R. and for raising Money for Payment of the Sum of 4000 l. due on Mortgage from the said Sir R. R. and all other his just Debts, Legacies and Portions for his younger Children, as also for enabling the said Dame M. R. to dispose of the Premises therein after mentioned, and by Virtue of the Fines therein covenanted and since duly levied, **All** those his Manors, &c. whatsoever of the said Sir R. R. by whatsoever Name or Names called or known, situate, &c. and the Reversion, &c. of the said Sir R. R. are limited in Use to the said J. B. and R. W. for 2000 Years, commencing from the Decease of the said Sir R. R. for raising Money to pay all his Debts, Legacies and Childrens Portions; **And** after the Determination of the said Term, To the said R. B. and G. B. and their Heirs, upon Trust, to pay the Rents, Issues and Profits of the said Manors, &c. or to convey the same to such Person and Persons, and for such Use and Uses, and such Estate and Estates, as the said Sir R. R. should appoint; **And** in case the said Dame M. R. should survive him, then upon Trust, that they the said R. B. and G. B. and the Survivor of them, his Heirs and Assigns, should convey the said Manors, &c. **Subject** to the precedent Charges and Appointment, to such of his Sons and for such Estate and Estates as his said Wife, the said Dame M. R. should appoint; **In which** said Indenture is a Power reserved to the said Sir R. R. to revoke all the Uses and Estates in the same Indenture mentioned, and to limit new Uses as by the same Indenture and Fines may more fully appear: **And whereas** the said Sir R. R. having determined that after his Decease the said Dame M. R. in case she should survive the said Sir R. R. should have all his Estate for her Life, without Impeachment of Waste; and that the said Dame M. R. should have full and absolute Power to give and dispose of the said Manors, &c. to such of the Sons of the said Sir R. R. as she should think fit; did to that End by Deed indented, bearing Date &c. revoke the Uses limited to the said R. B. and G. B. and their Heirs, by the said Indenture *Quinquartite*, and did limit the said Manors, &c. to such Person and Persons, and for such Estate and Estates, and for raising such annual Sums of Money or Sums in Gross, as the said Sir R. R. should by Deed or Will direct or appoint, and for Want of such Direction and Appointment and subject thereunto, to the Use of the said Dame M. R. and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste, and with full and free Liberty to commit Waste at her Will and Pleasure; and from and after the Decease of the said Dame M. R. to the Use of such of the Sons of the said Sir R. R. on the Body of the said Dame M. R. begotten, and for such Estate and Estates, and chargeable with such annual Sum or Sums in Gross, as the said Dame M. R. by any Deed or Deeds in Writing, or last Will and Testament in Writing attested by two or more credible Witneses, should direct or appoint; and for want of such Direction or Appointment and subject thereunto, to the Use of his own right Heirs, as by the said Deed indented more at large may appear: **And whereas** the said Sir R. R. in and by his last Will and Testament in Writing duly executed and attested, bearing Date, &c. reciting in Part the herein before recited Indentures, *Did* devise and confirm, direct and appoint, **All** his Manors, &c. **Subject** to the Payment of his Debts, Legacies and precedent Charges thereon, to his said Wife Dame M. R. during the Term of her natural Life, without Impeachment of Waste, and gave her full Power and Liberty to commit Waste, and did thereby also confirm the Power given to his said Wife to dispose of all his Manors, &c. to such of their Sons, and for such Estate and Estates as she should think fit, as in and by the said in Part recited Will, whereunto Relation being had, may more fully and at large appear: **And whereas** the said Sir R. R. sometime after making his said recited Will, departed this Life, without altering or revoking the same or any Part thereof, and without altering, changing, revoking, or any otherwise making void or voidable all or any the Use or Uses, Trust or Trusts, limited and directed, devised and confirmed in and by the said recited Indentures and Will, than as before recited to have been by him made by the said recited Deed indented, dated the, &c. **Now these Presents witness**, That for and in Consideration of the Sum of 10 l. of, &c. to her the said Dame M. R. in Hand, well and truly paid by D. R. of, &c. Esq; (one of the Sons of the said Sir R. R. on the Body of the said Dame M. R. begotten)

at or before the Sealing and Delivery of these Presents, the Receipt, &c. and also for and in Consideration of the natural Love and Affection which she the said Dame M. R. hath and beareth unto her said Son D. R. and by Virtue and in Pursuance of the Powers in the said recited Indentures and Will contained, and of all other Powers enabling her in this Behalf, she the said Dame M. R. **Doth** think fit, and by this her Deed in Writing attested by the two credible Witnesses whose Names are hereon indorsed as Witnesses thereto, **Doth** give, disposed, limited and appointed, and by this her Deed in Writing, attested as aforesaid, **Doth** give, &c. unto the said D. R. his Heirs and Assigns, **All** that, &c. **To have and to hold** the said Messuage or Tenement, and all and singular other the Premises hereby, or mentioned or intended to be hereby limited and appointed, with the Appurtenances unto the said D. R. his Heirs and Assigns, **To the Use** and Behoof of the said D. R. his Heirs and Assigns for ever. **In Witness, &c.**

By a Feme Covert, charging her Estate of Inheritance with the Payment of Monies to her Daughters for their Portions, Remainder in Trust, to be settled to the Use of the Daughters for a long Term, then to the Son in Fee; in which Settlement is to be contained a Proviso to enable the Son to cease the Term, on Payment of further Sums to the Daughters.

T**D** all, &c. I Dame A. B. Wife of Sir B. B. of, &c. Baronet, send Greeting. **Whereas**, &c. (Recital of Lease and Release, whereby the Inheritance of the Wife, subject to Incumbrances, was conveyed, after other Uses, to be at her Appointment, notwithstanding her Coverture; and with a Power for her to charge the Premises with the Payment of any Sum not exceeding 2000*l.* above 700*l.* then due to J. K. and 800*l.* to H. J. likewise thereon charged, to be raised, &c. as she should appoint.) **And whereas** the said H. J. (a Mortgagee) in his Life-time, at the Request of the said Sir B. B. and me the said Dame A. B. did pay off the said Sum of 700*l.* due to the said J. K. as aforesaid, and did take an Assignment of the same, and the Benefit thereof, from J. L. Esq; and the said J. then and now his Wife, for his the said H. J.'s Security: **And whereas** the said H. J. did also at my Request, and at my Direction and Appointment, in his Life-time lend and pay to the said Sir B. B. the further Sum of 800*l.* for and towards Part of the Marriage Portion of L. B. his eldest Daughter: **And whereas** by Writing by me duly executed (indorsed on the said Mortgage to the said H. J.) by Virtue of my said recited Power in that Behalf, did charge the said Moiety of the said Manors, &c. and the said Term of 500 Years therein, with the Payment of the said last mentioned Sum of 800*l.* to the said H. J. his Executors, &c. being Part of the said Sum of 2000*l.* which I had Power to charge thereon as aforesaid) together with Interest for the same, at the Rate of 5*l.* per Cent. per Ann. **Now know ye**, That I the said Dame A. B. (pursuant to, and by Force and Virtue of the said last recited Power and Authority, and of all and every other Power and Powers to me in that Behalf given and reserved, or any wise enabling me thereunto) **Do** by this my Writing under, &c. attested, &c. charge the said Term of 500 Years, and the said Moiety of the said Manors, &c. therein comprized, (subject to the Payment of the Monies by him the said H. J. lent and advanced thereon as aforesaid, and which are yet due and owing) with the Payment of the further Sum of 1200*l.* of, &c. (being the Residue of the said Sum of 2000*l.* which I had Power to charge on the said Term of 500 Years, and the said Moiety of the said Manors, &c. therein comprized as aforesaid;) **And** I do hereby order, declare, direct and appoint, that the said Sum of 1200*l.* shall, as soon as may be after the Decease of the Survivor of us the said Sir B. B. and me the said Dame A. B. be raised and levied, (subject to the Monies lent by the said H. J. and yet due and owing as aforesaid) by Sale or Mortgage of the said Term of 500 Years, and the Premises therein comprized, or any Part thereof, and by the Rents and Profits of the Premises in the mean Time, and until such Sale, or by any other lawful Ways and Means, together with Interest for the said 1200*l.* after the Rate of 5*l.* per Cent. per Ann. from the Death of such Survivor, until the same be fully raised and levied. **And** I do further order, declare, direct and appoint, that the said Sum of 1200*l.* when raised, shall be paid unto my two Daughters M. B. and O. B. for and towards their Portions, equally to be divided between them, Share and Share alike, together with such Interest for the same inters, the mean Time as aforesaid: **Provided** always, That in Case either of them my said two Daughters last named shall happen to die unmarried in the Life-time of the said Sir B. B. and of me the said Dame A. B. or of the Survivor of us, then the Share of her so dying, shall go, remain and be paid unto the Survivor of them: **Provided** also, That in Case both of them the said M. and O. shall so happen to die unmarried, in the Life-time of the said Sir B. B. and of me the said Dame A. B. or of the Survivor of us, then the said Sum of 1200*l.* shall not be received or paid, but shall cease, for the Benefit of the Person or Persons to whom the

Recital of Conveyance, with Power to appoint, &c.

Subsisting Incumbrances.

Appointment charging the Premises (subject to Incumbrances) with a further Sum,

to be paid to two Daughters,

with Benefit of Survivorship.

If both die, the Money shall not be raised.

Appointment
of the Re-
mainder, &c.

In Trust, to
settle to the
Use of the
Daughters
for a long
Term, sans
Waste, then
to the Son in
Fee.
The Settle-
ment to con-
tain a Proviso,
that if the Son
pays the
Daughters
M. and O.
600 l. a-piece
above what is
before pro-
vided.

version, Freehold and Inheritance of the Premises in the said Term of 500 Years, shall, for the Time being, belong or appertain. **And further know ye,** That I the said Dame A.B. pursuant to, and by Force and Virtue of the further Power and Authority to me given and reserved in and by the said Indenture of Release, concerning the Disposal of the Reversion or Remainder and Inheritance of the said Moiety of the said Manors, &c. thereby limited to the Use of the said D.E. and E.F. their Heirs and Assigns, as aforesaid, and by Virtue of all and every other Power and Powers to me in that Behalf given or reserved, or any wise enabling me thereunto, **Do** by this my present Writing, by me signed, sealed and attested as aforesaid, order, declare, direct and appoint, that the said E.F. (my surviving Trustee) his Heirs and Assigns, shall stand and be seised of the said Reversion or Remainder and Inheritance of the said Moiety or Half-Part of the said Manors, &c. expectant upon the several Deceases of the said Sir B.B. and me the said Dame A.B. and the said C.B. Esq; **In Trust** to settle, convey and dispose of the same Moiety or Half-Part of the said Manors, &c. and do and shall accordingly settle, &c. the same, to the Uses following, (that is to say) **To the Use** of my said two Daughters M.B. and O.B. their, &c. for the Term of 500 Years from thence next ensuing, and fully to be complete and ended, without Impeachment of Waste; and from and after the End, Expiration, or sooner Determination of the said Term of 500 Years, **To the Use** and Behoof of my said Son C.B. Esq; his Heirs and Assigns for ever; **In** which said Settlement and Conveyance there shall be, and I do hereby order, direct and appoint, that there be inserted and contained a Proviso to the Effect following, *viz.* That if the said C.B. his Heirs, &c. shall and do, within the Space of two Years next after the Decease of the Survivor of the said Sir B.B. and me the said A.B. well and truly pay, or cause, &c. unto my said Daughter M.B. her Executors or Administrators, the Sum of 600 l. of, &c. and unto my said Daughter O.B. her, &c. the further Sum of 600 l. of, &c. over and above what is herein before provided for my said Daughters, together with Interest for the same respective Sums, after the Rate of 5 l. per Cent. per Ann. by equal Half-yearly Payments, in the mean Time, from and after the End of one Year next after such the Decease of the Survivor of us the said Sir B.B. and me the said Dame A.B. and until the said two last mentioned Sums of 600 l. and 600 l. shall be respectively paid as aforesaid; then, and in such Case, and at all Times from thenceforth, the said Term of 500 Years shall cease, determine and be utterly void to all Intents and Purposes; any Thing herein, or in such Settlements to be contained to the contrary thereof in any wise notwithstanding. (*Proviso of Revocation and new Declaration, see Tit. Provisoes.*) **In Witness, &c.**

Sixthly, By a Husband, for Provision for his Wife, Children and Grand-children, &c.

By a Husband, of Monies to arise by Sale of Lands and Personal Estate, reciting his Intent to make his Wife his Residuary Legatee and sole Executrix; in which Case, the Trustees to put out Part of the Money arising by the Sale at Interest, and pay two Annuities; the Rest of his Estate to go among his Daughters, after their Deaths, to their Children; with a great Variety of special Limitations to the Children and Grand-children (as in the Margin); with a Proviso, that if the Wife (surviving the Husband) makes any other Appointment, then this shall be void.

Recital.
Premises con-
veyed to be
sold.
The Hus-
band's Intent
to make the
Wife Residu-
ary Legatee
and Executrix.
Appointment
in Case he
makes such
Devise, and
she dies with-
out making
any Appoint-
ment of

TD all, &c. A.B. of, &c. sends Greeting. **Whereas,** &c. (*Recital of a Lease and Release, whereby he conveyed a Manor, &c. to Trustees, to be sold; the Money, (after Expenses deducted) to be paid to Persons to be by the said A.B. appointed, or by his Wife after his Death.*) **And whereas** the said A.B. fully purposes and intends, by his last Will and Testament, to give and devise to the said E. his Wife all the Rest, Residue and Overplus of his Estate, both real and personal, (after Payment of his Debts, Funeral Charges and some small Legacies) for her better Support whilst she lives, and to dispose thereof as she shall think fit after her Death, and to make the said E. his Wife sole Executrix of such Will during her Life, and after her Death, the said B.C. C.D. and D.E. Executors thereof: **Now these Presents witness,** That in Case the said A.B. shall by his Will make such Gift and Devise to the said E. his Wife, as aforesaid, and she the said E. shall happen to die without making any Appointment or Disposition of the Monies arising by Sale, or otherwise, of the Premises mentioned in the said recited Indentures, or of the Rest, Residue and Overplus of such Estate, real and personal, so intended to be devised to her as aforesaid; then and in such Case, he the said A.B. by Virtue, and in Pursuance of the Power and Authority to him in and by the said Indenture of

of Release given or reserved, and of all other, &c. **Doth** by this his present Deed, &c. under, &c. by him signed, &c. in the Presence, &c. direct, limit, appoint, give and dispose of all such Monies arising by Sale, or otherwise, of the Premises in the said recited Indentures mentioned, and also all the Rest, Residue and Overplus of such Estate, real and personal, so intended to be devised to the said E. and whereof she shall make no Disposition or Appointment, as aforesaid, (except such his Books, Manuscripts, Papers, ancient and modern Coins, Medals, Plate or Household Goods, as he the said A. B. at any Time or Times hereafter during his Life, or the said E. his Wife, in case she survive him, at any Time or Times during her Life, shall by any Writing or Writings under, &c. attested, &c. give, leave or dispose of to any Person or Persons, or for any particular Use or Uses) unto them the said B. C. C. D. and D. E. (whom the said A. B. intends to make Executors of his last Will and Testament, after the Death of the said E. his Wife) their Heirs, &c. respectively, upon, for and under the Trusts, &c. herein after mentioned; that is to say, **Upon Trust** that they the said B. C. C. D. and D. E. and the Survivors and Survivor of them, his or their Heirs, &c. shall and do, as soon as conveniently they can, after the Decease of the said E. Wife of the said A. B. get in the Debts and Effects of him the said A. B. then standing out, and sell and dispose of all such Manors, &c. Goods, Chattels and other Estate of him the said A. B. of what Kind soever, as shall then remain undisposed of, (except as aforesaid) for the best and highest Price they can reasonably get for the same, or that can be reasonably made thereof; and having turned and converted the Whole (except, &c.) into Money, shall and do thereby and thereout in the first Place raise and advance, apply and dispose of the Sum of 2500 l. of, &c. to and for the several Uses and Purposes herein after mentioned, expressed or referred to concerning the same; that is to say, **In Trust** from Time to Time during the Lives of F. G. of, &c. Widow, and her Niece G. H. and the Life of the Survivor of them, to put and place out the same 2500 l. upon some good publick or private Security or Securities, at Interest; and from and after the Decease of the Survivor of them the said A. B. and E. his Wife, **In Trust** to pay out of the yearly Interest and Produce thereof, as the same shall arise and be received, unto the said F. G. for and during the Term of her natural Life, for her better Support and Maintenance, one Annuity, &c. of 60 l. of, &c. free, &c. the same Annuity to be paid and payable at or in, &c. yearly and every Year, at or upon, &c. the first Payment thereof to begin and be made on such of the same Feasts as shall next happen after the Decease of the Survivor of them the said A. B. and E. his Wife; **And** from and after the Decease of the Survivor of them the said A. B. and E. his Wife, and F. G. then **In Trust** to pay out of the yearly Interest and Produce of the said Sum of 2500 l. as the same shall arise and be received, unto the said G. H. for and during the Term of her natural Life, one Annuity, &c. of 30 l. of, &c. free, &c. the said Annuity of 30 l. to be paid, &c. (*ut supra*;) **And upon further Trust**, to pay, apply and dispose of all the Residue of the Interest and Produce of the said Sum of 2500 l. (over and above so much thereof as shall from Time to Time be sufficient to answer and pay the said several and respective Annuities, as the same shall respectively become due;) **And** from and after the Decease of the Survivor of them the said F. G. and G. H. to pay, apply and dispose of the said Sum of 2500 l. and all the Interest and Produce thereof from thenceforth to arise, unto such Person or Persons, and for such Uses, Intents and Purposes, and in such Manner as the said A. B. shall at any Time or Times hereafter, with or without Power of Revocation, by any Writing, &c. or by his last Will, &c. direct, limit or appoint, of or concerning the same, or any Part thereof; and in Default of such Direction, &c. then the same to go and be applied as the Residue of the Estate of the said A. B. is herein after by these Presents directed to be employed and disposed of; **And upon this further Trust**, That after the Raising and Advancing of the aforesaid Sum of 2500 l. for the Purposes aforesaid, they the said Trustees, or the Survivors or Survivor of them, his or their, &c. shall and do make an equal Division of all the Rest and Residue of the said A. B.'s Estates and Effects amongst, or for the Benefit of, all the Daughters of him the said A. B. Share and Share alike, and pay and dispose of the same accordingly, in such Manner and at such Times as are herein after for that Purpose mentioned; that is to say, the Part and Share of each and every of the said Daughters to be put and placed out upon some good publick or private Security or Securities, at Interest, or laid out and vested in the Purchase of Stock in the Bank of England, South-Sea Company, East-India Company, South-Sea Annuities, or some other good publick Funds; the Interest and annual Produce thereof to be paid to such Daughters respectively, during their respective Lives, for their own sole and separate Use, and wherewith their then, or any after-taken Husband or Husbands, shall not intermeddle, or have any controlling or disposing Power over the same, or any Part thereof; **And** after the several and respective Deaths of such Daughters, their several and respective Parts and Shares shall go and be paid in Manner following, that is to say, the Part or Share of each such Daughter shall go and be paid to all and every her Children by her first Husband, (except her eldest

the Money arising by the Sale, &c. And the Rest of the Estate (except Books, &c.)

upon Trust, to get in the Debts, and sell the Lands. After the Whole is converted into Cash, 2500 l. to be put out at Interest,

to pay Annuities.

The Residue of Interest and Principal to be paid as the Husband shall appoint.

In Default thereof to go as the Rest of his Estate, which is to be equally divided amongst his Daughters. Each Part to be put out at Interest.

The Interest to be applied for their separate Use and Maintenance, &c.

After their Deaths to go to their Children by their first Husband, (except eldest Sons)

payable to
Sons at 21,
to Daughters
at 21 or Mar-
riage.

Benefit of
Survivorship.

If all the
younger Chil-
dren die, then
to the only
Son.

If any of A.B.'s
Daughters has
no Child li-
ving, &c. by
the first Hus-
band, then
her Children
by other Hus-
bands may
take.

If a Daughter
dies in A.B.'s
and his Wife's
Life-time, her
Children to
take as above.

If one of his
three eldest
Daughters
dies without
a Child living,
or there being
a Child or
Children, all
of them die
before their
Shares are
payable, her
Share to go to
the Children
of the others
of those
Daughters.
If all the three
eldest Daugh-
ters die with-
out any Child,
&c. their
Shares shall

eldest or only Son for the Time being by such Husband) to be equally divided amongst them, (if more than one) Share and Share alike; and if but one such Child, then to such only Child, to and for his or her own Use and Benefit; the Parts and Shares of such Children, together with such Improvement as in the mean Time shall be made of the same, to be paid to such of them as shall be a Son or Sons at his or their respective Age or Ages of 21 Years; and to such of them as shall be a Daughter or Daughters, at her or their respective Age or Ages of 21 Years, or Day or Days of Marriage, which shall first happen; provided she or they marry with the Advice and Consent of the said E. Wife of the said A. B. if then living; and in Case she be then dead, with the Advice and Consent of the said Trustees, or the Survivors or Survivor of them, his Executors or Administrators; And in Case any of such Children (except as aforesaid) shall die before his, her or their respective Share or Shares shall become payable, or in Case any younger Son shall become an eldest Son; then and in either of the said Cases, the Share or Shares of him, her or them so dying, or becoming an eldest Son as aforesaid, shall, together with the Improvements thereof, go and be paid to the Survivors or Survivor, or others or other of such Children by the same Mother, (except as aforesaid) Share and Share alike, as and when the original Share or Shares of such Survivors or Survivor, or others or other of them shall become payable by Virtue of these Presents. **Provided always,** that in Case all the Children of any of the said Daughters by her first Husband (except as aforesaid) shall happen to die before any of their respective Share or Shares shall become payable as aforesaid, then the Share or Shares of such Daughter or Daughters, together with the Improvement thereof, as aforesaid, shall go and be paid to the eldest or only Son of such Daughter or Daughters respectively, by such first Husband, at his Age of 21 Years. **Provided also,** That in Case any of the said Daughters of the said A. B. shall happen to die, not having any Child or Children by her or their first Husband or Husbands, or having such, all of them shall die before their respective Parts or Shares shall become payable to them respectively by Virtue of these Presents; then the Share or Shares of such Daughter or Daughters shall go and be paid to all and every her and their respective Child and Children by any after-taken Husband or Husbands, to be equally divided amongst them (if more than one) Share and Share alike; and if but one such Child of any one such Daughter, then the Share of such Daughter to be paid to such her only Child; the Parts or Shares of the said last mentioned Child or Children, together with such Improvements as in the mean Time shall be made of the same, to be paid to such of them as shall be a Son or Sons at, &c. (*ut supra*,) and to such of them as shall be a Daughter or Daughters at, &c. (*ut supra*,) provided she or they marry with such Advice and Consent as aforesaid: **Provided also,** That in Case any of the said Daughters of the said A. B. shall die in the Life-time of him the said A. B. or E. his Wife, or of the Survivor of them, and shall leave one or more Child or Children, by her or their first or any after-taken Husband or Husbands; then and in such Case, the Part or Share or Parts or Shares of the Premises, which by these Presents, and the Trusts aforesaid, would have come and accrued to such Daughter and Daughters, and her or their Child or Children, in Manner aforesaid, in Case the same Daughter or Daughters had survived the said A. B. and E. his Wife, shall, together with the Improvements in the mean Time to be made of the same, go and be paid to the Child or Children of such Daughter or Daughters, at such Times, and in such Manner, and upon and under such Contingencies and Restrictions, as the same would have been payable to her or their Child or Children by Virtue of the aforesaid Trusts, in Case such Daughter or Daughters had survived the said A. B. and E. his Wife; any Thing, &c. **Provided further,** That in case one or more of the three eldest Daughters of the said A. B. viz. H. K. Wife of J. K. L. N. Wife of M. N. and O. Q. Wife of P. Q. shall die without any Child or Children living at her or their respective Deaths, or there being such Child or Children, all of them die before their or any of their respective Parts or Shares shall become payable by Virtue of the Trusts aforesaid; then, and in such Case, the Part or Share or Parts or Shares of the same Daughter or Daughters, together with such Improvements as shall be made of the same in the mean Time, from and after the Decease of the same Daughter or Daughters, and Failure of her or their Child or Children, as aforesaid, shall go and remain to all and every the Child or Children then living, or then after to be born of the other or others of them the said three last named Daughters of him the said A. B. to be paid at such Times, &c. (*as in the last Proviso*) by Virtue of the Trusts aforesaid, if such other Daughter or Daughters had been then actually dead; the same Child or Children of every such other or others of the same three Daughters to stand in the Place and Stead of his, her or their respective Mother or Mothers, and to have and enjoy his, her or their respective Mother or Mothers Share or Shares of and in the Premises, (together with such Improvements, &c. as aforesaid.) And in Case all of them the said three Daughters of the said A. B. shall die without any Child or Children living at their respective Deaths, or there being such Child or Children, and all of them die before their or any of their respective Parts or Shares shall become payable by Virtue of

of the Trusts aforesaid, then and in such Case the Parts or Shares of all of them the said threego to the eldest Daughters (together with such Improvement, &c.) shall go and remain to all and every Child or Children then living, or then after to be born of the three youngest Daughters of him the said *A. B.* viz. *R.* Wife of *S. T. T.* Wife of *W. X.* and *A.* Wife of *C. D.* to be paid at such Times, &c. (*ut supra*) as the Share or Shares of the said three youngest Daughters respectively would have been payable to her or their respective Child or Children by Virtue of the Trusts aforesaid, if they or any of them the said three youngest Daughters had been then actually dead; the same Child or Children of each of them the said three youngest Daughters to stand in the Place and Stead of his, her or their respective Mother or Mothers, and to have and enjoy his, her or their respective Mother or Mothers Share or Shares of and in the Premises, (together with such Improvements, &c.) **And also** that in Case one or more of the said three younger Daughters of the said *A. B.* shall die without any Child, &c. (*In like Manner as before, her Share to go to the Children of the others of those Daughters; and if all the three Youngest die without such Child, &c. their Shares to go to the Children of the three Eldest:* **Provided always nevertheless,** that in Case all the said six Daughters of the said *A. B.* shall die without any Child or Children of them or any of them living at her or their respective Deaths, or there being such Child or Children, all of them die before their or any of their respective Parts or Shares of the Premises shall become payable by Virtue of the Trusts aforesaid; then and in such Case the Part or Share of each of the same Daughters, together with such Improvement, &c. shall be, go and remain unto the legal Representatives of such respective Daughters: **Provided always,** and the said *A. B.* doth hereby expressly declare, that in Case the said *H. K.* and *L. N.* the two first married Daughters of the said *A. B.* or either of them, shall by Force or Virtue of their respective Marriage Settlements, or of any Clause, Covenant, Condition or Agreement therein respectively contained, or by Force or Means of any other Deed or Writing whatsoever concerning or relating to their respective Marriage, or otherwise, be compelled to assign or depart with all or any Part of the Money or Estate belonging or accruing to them, or either of them, by, from and under any Settlement of the Estate of *D. B.* their late Grandfather, for or towards any Provision for the Maintenance or Portion or Portions of their or either of their younger Child or Children, or otherwise, whereby they the said *H. K.* and *L. N.* or either of them, may and will be deprived of the whole Benefit of their said Grandfather's Intentions to them, or of any Part thereof, (which is now become altogether unnecessary and unreasonable; he the said *A. B.* having lately given to their said Husbands a Place or Office far exceeding in Value what can ever come or accrue to their said Wives, by, from or under any Settlement of their said late Grandfather's Estate) then and in such Case the aforesaid Trustees shall and do issue, pay and dispose of such Part and Share of the Residue and Overplus of the said Estate of the said *A. B.* as is herein before appointed to or for such of them the said *H. K.* and *L. N.* as shall be so deprived as aforesaid, in the Purchase of one or more Annuity or Annuities, for and during her or their respective Life or Lives; and that such Annuity or Annuities shall be issued, paid and disposed of to such Person or Persons only, and no others, and for such Uses and Purposes as they the said *H. K.* and *L. N.* respectively shall by any Deed or Writing, Deeds or Writings, under her or their respective Hands, notwithstanding her or their Coverture, and without the Consent of their respective Husbands, from Time to Time order, direct or appoint, as and for a separate Provision, Recompence and Compensation for such of them the said *H. K.* and *L. N.* as shall be so deprived as aforesaid, and wherewith their present or any after-taken Husband or Husbands shall no ways intermeddle, or have any controlling Power over the same; any Thing, &c. (*Power given to the Trustees to fill up the Number in Case of Death; Trustees to be indemnified and chargeable only for their own Receipts, that they may appoint a Receiver, &c. See Title* **Provisoes**). **Provided lastly,** that if the said *E.* the Wife of the said *A. B.* shall, after his Decease, by any Deed or Writing under her Hand and Seal, attested, &c. or by her last Will and Testament in Writing, or any Writing purporting her last Will and Testament, and attested as aforesaid, make or create any Gift, Appointment, Disposition or Trust, of or concerning the said Monies arising by Sale, or otherwise, of the Premises mentioned in the said recited Indentures of Lease and Release, or of the Residue and Overplus of the said Estate intended to be devised to her by the said *A. B.* as aforesaid, or any Part thereof, contrary or disagreeable to the Dispositions or Appointments hereby thereof made; then this present Deed, and the Appointment, Dispositions and Trusts hereby made and created by the said *A. B.* shall, as to all or so much of the Premises whereof she shall make such Disposition or Appointment, cease, determine, and be utterly void and of none Effect; and such Deed, Will or Disposition of the said *E.* shall be as valid and effectual in the Law, as if this present Deed or Writing had never been made. But if she the said *E.* Wife of the said *A. B.* shall make no such Deed, Will or Disposition as aforesaid, then this present Deed shall stand and remain, and be in full Force and Virtue. **In Witness, &c.**

Children of the three youngest Daughters.

The like as to any or all of the three youngest Daughters dying.

If all the six Daughters die without a Child, &c. their Shares to go to their respective Representatives.

If the two first married Daughters of *A. B.* be compelled to assign, &c. any of the Estate coming from their Grandfather,

(their Husbands having a Place of more Value given them by *A. B.*)

then the Trustees to invest their Shares in Purchase of Annuities to their separate Use notwithstanding Coverture.

Powers to Trustees and for their Indemnity.

Proviso that if *A. B.*'s Wife, after his Death, makes another Appointment of the Premises, or of any Part thereof, the present Appointment (as to so much) shall be void, and her Appointment shall take Place.

Eighthly, Of the Tuition and Guardianship of Infants.

The Tuition of an Infant appointed by the Father.

KNOW, &c. That *J. A.* of, &c. **Have** committed and disposed, and by these Presents **Do**, &c. unto *P. B.* of, &c. the Custody, Tuition and Education of my Son *R. B.* from and immediately after my Decease, until my said Son shall attain his Age of 21 Years; and if it shall happen that the said *P. D.* dies before me, or before my said Son attains his Age of 21 Years, then and in such Case I do commit and dispose unto *T. D.* of, &c. the Custody, Tuition and Education of my said Son after my Decease and the Decease of the said *P. B.* until my said Son attains his Age of 21 Years; and humbly desire the said *T. B.* to take upon him that Trouble, for the good of my said Son.

An Infant's Election and Appointment of a Guardian of Person and Estate, with Power to let Lands, &c.

KNOW all People by these Presents, That I *A. B.* Son and Heir of *T. B.* late of — deceased, being about the Age of 17 Years, **Have** nominated, elected and chosen, and by these Presents **Do** nominate, elect and chuse *C. D.* of — to be Guardian as well of my Person as of my Real and Personal Estate, until I shall attain the Age of 21 Years; and I hereby promise to be ruled and governed by him in all Things touching my Welfare. **And** I do also hereby authorize and empower the said *C. D.* * to enter upon and take Possession of all and every my Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, situate, lying and being in — in the County of — or elsewhere, whereunto I have or may have any Right or Title; and to let and sell the same, and receive and take the Rents, Issues and Profits thereof, for my Use and Benefit during the Term aforesaid, giving unto the said *C. D.* my full Power in the Premises, and whatsoever he shall lawfully do or cause to be done in the said Premises by Virtue hereof, I do hereby promise to confirm. **In Witness, &c.**

*Or after this * Mark, say,*

— To do, execute and perform all and every such lawful Acts and Things whatsoever touching the same, as my said Guardian shall think proper and convenient to be done; nevertheless in Trust, and for my only Use and Benefit. **In Witness, &c.**

See a Letter of Attorney to constitute a Guardian to manage a Minor's Estate, with a Variety of Powers therein contained, Tit. Letters of Attorney.

Ninthly, For the Benefit of distant Relations.

A Widow's Appointment of Lands, &c. to her Aunt, pursuant to a Power of Revocation and new Limitation.

Recital as to
a Conveyance
to Trustees.

As to a Purchase therein
recited made
to Mrs. N.

Release to the
Trustee.

THIS Indenture, &c. **Between** Dame *M. M.* of, &c. Widow of the one Part, and *F. N.* Spinster, (Aunt of the said Dame *M. M.*) of the other Part. **Whereas** by Indenture Tripartite of Release, bearing Date the 28th Day of November now last past, and made or mentioned to be made between the said *F. N.* of the first Part, the said Dame *C. M.* of the second Part, and *B. P.* of the third Part, Reciting Indentures of Lease and Release, bearing Date, &c. then and now last past, and made between *W. A.* Esq; of the one Part, and the said *F. N.* of the other Part, whereby the said *W. A.* (in Consideration of 1400 l. to him paid by the said *F. N.*) has absolutely released and conveyed unto and to the Use of the said *F. N.* and her Heirs, *All that, &c. And further reciting (inter alia)* that the said Sum of 1400 l. in the said therein recited Indenture of Release mentioned to be paid by the said *F. N.* was not her Money, *And* that the same was the proper Money of the said Dame *C. M.* *And* that previous to the Conveying the said Premises to the said *F. N.* it hath been by her and the said Dame *C. M.* mutually agreed, should be by the said *F. N.* conveyed to the said *B. P.* upon the Trusts therein and herein after mentioned, *It is by the said Indenture Tripartite witnessed,* and the said *F. N.* did thereby agree and declare, that the Name of her the said *F. N.* was used in the said Indenture of Lease and Release, at and by the Nomination and Appointment of the said Dame *C. M.* upon the Trusts therein and herein after expressed: *And it is by the said Indenture Tripartite further witnessed,* and for the Considerations therein mentioned, she

the said *F. N.* by and with the Consent, Direction and Appointment of the said Dame *C. M.* did sell, release and confirm unto the said *B. P.* the said Piece of Ground, &c. and all and singular other the Hereditaments and Premises by the said therein recited Indentures of Lease and Release, conveyed unto and to the Use of the said *F. N.* and her Heirs, with the Appurtenances, To hold the said Premises unto the said *B. P.* and his Heirs, to the Uses following, viz. In Trust to permit and suffer the said Dame *C. M.* and her Assigns, to receive and take the Trusts, &c. Rents, Issues and Profits of the thereby released Premises, to and for her and their own Use and Benefit, for and during the Term of her natural Life; and from and after her Decease, then in Trust to permit and suffer the said *F. N.* and her Assigns, to receive and take the Rents, Issues and Profits of the said Premises, to and for her and their own Use and Benefit, for and during the Term of her natural Life; and from and immediately after the Death of the Survivor of them the said Dame *C. M.* and *F. N.* then in Trust for such Person and Persons, and to and for such Use and Uses, Trusts, Intents and Purposes, and with and under such Conditions, and in such Manner and Form, as the said Dame *C. M.* by any Deed or Writing with or without Power of Revocation, or by her last Will and Testament in Writing, to be by her duly Power of Revocation. executed in the Presence of, and attested by two or more credible Witnesses, should limit, direct or appoint, touching or concerning the same; and for want of such Direction, Limitation or Appointment, then to the Use and Behoof of the said Dame *C. M.* her Heirs and Assigns for ever; and to and for, &c. as in and by the said in Part recited Indenture *Tripartite*, and as therein is recited, (Relation being thereunto had) more fully may appear: **Now this Indenture witnesseth**, That the said Dame *C. M.* (for good Considerations her thereunto moving) by this her present Deed in Writing, duly executed and attested by the three credible Witnesses whose Names are hereupon indorsed as Witnesses hereunto, and by Virtue of the said Power in the said recited Indenture *Tripartite* contained, and of all and every other Powers whatsoever enabling her in that Behalf, **hath** revoked, determined and made void, and by these Presents she the said Dame *C. M.* **Doth** fully, clearly and absolutely revoke, determine and make void the Use and Estate in and by the said recited Indenture *Tripartite* limited, after the Death of the Survivor of them the said Dame *C. M.* and *F. N.* (of and in the said Premises) unto the said Dame *C. M.* her Heirs and Assigns for ever: **And this Indenture further witnesseth**, That she the said Dame *C. M.* in Consideration of the natural Love and Affection, and great Respect which she *New Uses, &c. appoint- ed.* hath for and beareth to her Aunt the said *F. N.* and for divers other good Causes and valuable Considerations her thereunto especially moving, she the said Dame *C. M.* (by Virtue of and in further Execution of the said Power so to her given and reserved, in and by the said Indenture *Tripartite*, and of all and every other Power and Powers whatsoever enabling her thereunto) **hath** limited, directed and appointed, and by this her said present Deed or Writing, by her sealed and executed in the Presence of the said three credible Witnesses (whose Names are hereon indorsed) she the said Dame *C. M.* **Doth** limit, direct and appoint, that the said Piece of Ground, &c. comprised in and conveyed by the said recited Indenture *Tripartite* to the said *B. P.* and his Heirs, upon the several Trusts therein and herein before mentioned, shall from henceforth go and be to and for the several Uses following, viz. **To the Use** and Behoof of the said Dame *C. M.* and her Assigns, for and during the Term of her natural Life; and from and immediately after her Death, then **To the only Use** and Behoof of the said *F. N.* her Heirs and Assigns for ever, and to, for or upon no other Use, Trust, Intent or Purpose whatsoever. **Provided** always, &c. (Power of Revocation, see Tit. *Provisoes.*) **In Witness**, &c.

Tenthly, By way of Collateral Securities.

By a Feme Covert of Lands (whereof a Fine was levied, and the Uses declared to be as she shall appoint) as a Collateral Security for Money owing to the Husband and Daughter on their Bond.

THIS Indenture made, &c. Between *M. J.* Wife of *J. J.* of, &c. of the one Recital of a Part, and *M. B.* of, &c. of the other Part. **Whereas**, &c. (Recital of a Deed Fine. (therein reciting a Fine levied of Lands) declaring the same to be to such Uses, &c. as the said Declaration of *M.* should appoint :) **And whereas** the said *J. J.* and *M. J.* his Daughter, by one Bond or the Uses. Obligation bearing equal Date with these Presents, are become bound to the said *M. B.* in the A Bond. penal Sum of 200*l.* with a Condition under written for the Payment of 100*l.* on, &c. as by, &c. **Now this Indenture witnesseth**, That for the better securing the Payment of the Appointment. said 100*l.* according to the Condition of the said recited Obligation, the said *M. J.* Wife of the said *J. J.* **Doth** hereby limit, direct and appoint, that the said Fine so levied as aforesaid, shall from Time, &c. hereafter be and enure as, for and concerning the said Messuage, &c.

**Till Default
the Wife to
enjoy the Pre-
misses.**

Recitals.
Mortgage.
Assignment.
The Appoint-
ment,

The Husband
appoints the
Interest of
20000 *l.* due
on Mortgage
to pay 4000 *l.*
owing by him,
with Interest,
&c. to O. P.

&c. and that the said *N. W.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, standing and being seised, or which shall stand, &c. of and in the same Messuage, &c. shall from Time, &c. hereafter stand, &c. thereof and of every Part, &c. **To and for the Use** and Behoof of the said *M. B.* her, &c. for and during the Term of, &c. without Impeachment of Waste: **Provided** always, and upon Condition that if the said *J. J.* and *M. J.* the Daughter, or either of them, their, &c. do and shall well and truly pay, &c. unto the said *M. B.* her, &c. the said full Sum of 100 l. of, &c. in and upon, &c. according to the Purport and true Meaning of the Condition of the said recited Obligation; that then and from thenceforth these Presents, and every Thing herein contained, shall cease, determine and be void to all Intents and Purposes whatsoever; any Thing, &c. **And lastly,** it is agreed between the said Parties to these Presents, that the said *M. J.* the Mother, her Heirs and Assigns, shall and may at all Times, till Default shall be made in Performance of the Proviso or Condition aforesaid, peaceably and quietly have, hold and enjoy the said Premises herein before limited in Use to the said *M. B.* and receive and take the Rents, Issues and Profits thereof, to her and their own proper Use and Benefit; any Thing, &c. **In Witness,** &c.

By a Mortgagor and Mortgagee, on assigning over a Mortgage to Trustees of the Assignee or new Mortgagee, that they shall stand seised of the Premises mortgaged, in Trust for the Assignee or new Mortgagee for the better securing the Mortgage Money, &c.

THIS Indenture Quadripartite, made, &c. Between J. W. of, &c. of the first Part, T. M. of, &c. of the second Part, C. H. of, &c. W. F. of, &c. R. B. of, &c. and A. H. of, &c. of the third Part, and H. P. of, &c. of the fourth Part. Whereas, &c. (*Recitals of a Mortgage from the said J. W. to the said T. M. and an Assignment thereof, in Consideration of the first Mortgage being paid off, and of a further Sum lent by the Assignee, which was defeasible on Repayment of, &c. therein mentioned*): Now this Indenture witnesseth, That the said T. M. in Consideration that he is fully paid and satisfied his said Debt, and all Interest due for the same, in Manner as in the said last recited Indenture is expressed; and the said J. W. Party hereto, for the better securing and more sure Payment of the said several Sums of Money to the said C. H. W. F. R. B. and A. H. respectively, with Interest for the same, in such Manner as in the said Proviso in the said last recited Indenture contained is mentioned and expressed, he the said T. M. and the said J. W. Parties hereto, have, and either of them hath directed and appointed, and by, &c. Do, and either of them Doth, &c. that the said H. P. and P. M. their Heirs and Assigns, shall from henceforth for ever stand seised and possessed of and interested in All and singular the said Messuages, &c. in the said first above recited Indenture contained, In Trust for the said C. H. W. F. R. B. and A. H. their, &c. and subject to the Proviso or Condition in the said last recited Indenture contained. (*Covenant that T. M. has done no Act of Incumbrance. See Tit. Covenants*). In Witness, &c.

Eleventhly, For Creditors to receive Monies in Satisfaction of their Debts.

A Husband and Wife's separate Appointment for a Creditor to receive the Interest Money due on Mortgage, or the Rents of Premisses to be purchased with the Principal till a Debt due to him from the Husband is satisfied.

T *D* all, &c. *A. B.* of, &c. and *W.* his Wife, send Greeting. *Whereas, &c. (Recital of a Mortgage for 500 Years for securing 20000*l.* and Interest, and of O. P.'s advancing 4000*l.* to the Use of A. B.)* **N**ow know ye, That for and in Consideration of the said Sum of 4000*l.* of, &c. unto the said *A. B.* by the said *O. P.* before the Ensealing and Delivery of these Presents, well, &c. paid, the Receipt, &c. he the said *A. B.* **H**ath ordered, directed and appointed, and by, &c. **D**oth order, &c. the said *C. D.* and *D. D.* and the Survivor, &c. to pay or cause, &c. **A**ll and every such Sums of Money as now are, or at any Time or Times hereafter shall accrue, become or grow due for the Interest of the said 20000*l.* now remaining in the Hands of the said *C. D.* and *D. D.* or one of them, unto the said *O. P.* his, &c. until he the said *O. P.* shall thereout be fully paid and satisfied the said Sum of 4000*l.* with lawful Interest for the same from the Day of the Date of these Presents, together with such Costs, Charges and Expences; as he the said *O. P.* shall sustain or be put unto in or about the receiving of the same, or in Pursuance of these Presents, without any Deduction,

duction, Defalcation or Abatement, for or in Respect of any Parliamentary or other Taxes, &c. And the said A. B. doth hereby order, consent, covenant and agree, that the Receipt, O. P. Re-
 &c. of the said O. P. shall be good, valid and sufficient Discharges for the Interest of the cepts to be
 same 20000*l.* until he the said O. P. shall be thereout fully paid and satisfied the said Sum of good, and al-
 4000*l.* by him paid and advanced as aforesaid, with lawful Interest for the same from this Day, lowed by the
 together with his Costs and Charges as aforesaid; And that such Receipts or Acquittances to Husband.
 be from Time to Time given and signed, or executed by the said O. P. for such Interest Mo-
 ney, as the same shall become due and be paid to him, shall be allowed by the said A. B. du-
 ring his Life, and by his Heirs, Executors, Administrators and Assigns, and by all and every
 other Person and Persons claiming any Right or Title in or to the said Sum of 20000*l.* and
 the Interest thereof, from and after the Decease of the said A. B. and shall be valid, good and
 effectual against him, her, them and every of them; And in Case the said Sum of 20000*l.* If the 20000*l.*
 shall happen to be laid out in the Purchase of Lands before the said Sum of 4000*l.* with Inte- shall be laid
 rest, Costs and Charges, shall be repaid to the said O. P. his, &c. then and in such Case the out in a Pur-
 said A. B. doth hereby consent, agree, declare and direct, that the Trustee or Trustees in chase of
 whose Name or Names such Estate or Estates shall be purchased, and the several Tenants of Lands, the
 such Estate or Estates so to be purchased, shall apply and pay the Rents, Issues and Profits of Rents, &c. to
 such Estate or Estates when purchased, unto the said O. P. his, &c. until the said Sum of be paid to
 4000*l.* with Interests and Costs shall be fully paid and satisfied thereout. And the said A. B. O. P. till the
 doth hereby covenant and agree, that he the said A. B. his Heirs or Assigns, shall and will give 4000*l.* be
 a full and sufficient Power and Authority for him the said O. P. to receive the same accordingly. Covenant to
 And further know ye, That for the Consideration aforesaid, and also for and in Considera- give O. P. a
 tion of the further Sum of 5*s.* of, &c. unto the said W. B. Wife of the said A. B. by the cordingly.
 said O. P. at, &c. in Hand, &c. the Receipt, &c. she the said W. B. pursuant to the Power
 to her reserved, in and by one Indenture, &c. and pursuant to all other Powers, &c. by this
 present Deed in Writing by her signed, &c. Hath ordered, directed and appointed, and by,
 &c. Doth, &c. the said T. M. and N. E. and the Survivor, &c. to pay or cause, &c. All
 and every such Sum, &c. of Money as they or any of them shall from Time to Time receive
 for the Interest of the said 20000*l.* unto the said O. P. his, &c. until he the said O. P. shall
 be fully paid and satisfied the said Sum of 4000*l.* with lawful Interest for the same, from, &c.
 together with such Costs, &c. And the said W. B. doth hereby declare, &c. that the Re- Receipts good
 cept, &c. (ut supra) Charges as aforesaid; And that such Receipts or Acquittances to be from against her.
 Time to Time given, &c. shall be allowed by the said W. B. during her Life, and by all, &c.
 (as above) from and after the Decease of the said W. B. and shall be valid, &c. against her,
 them and every of them. In Witness, &c.

Another Appointment or Power for a Creditor to receive and retain 67*l.* out of In-
 terest Monies, &c. in Satisfaction of his Debt.

To all Persons to whom, &c. We W. H. of, &c. Gent. and E. H. Wife of the said Recital of a
 W. H. send Greeting. Whereas by one Indenture Tripartite bearing Date, &c. and Deed, charg-
 made, &c. between M. R. of, &c. of the first Part, us the said W. H. and E. of the second ing Lands with
 Part, and the Right Reverend Father in God J. Lord Bishop of O. and E. E. of, &c. Gent. 2301*l.* 18*s.*
 of the third Part, It is mentioned and declared, that several Messuages, &c. of the said M. R. 5*d.* $\frac{1}{4}$ and
 in, &c. are charged and chargeable with the Sum of 2301*l.* 18*s.* 5*d.* $\frac{1}{4}$ and Interest for the Trust for
 same, to the said Lord Bishop of O. and E. E. and the Survivor of them, his Heirs and Ac- W. H. and E.
 signs; In Trust, and to and for the Use and Benefit of us the said W. H. and E. my Wife, his Wife.
 as therein mentioned: And whereas I the said W. H. jointly and severally with the said E. E. W. H. and
 did sign and subscribe unto A. W. of, &c. one Promissory Note, bearing Date, &c. in the E. E. joined
 Sum of 50*l.* for Value received: And whereas the said E. E. hath some Time since with in a Note
 his own proper Money paid off and discharged the said Note, and the Money due thereon; for 50*l.* which
 and hath likewise paid unto W. J. of, &c. the farther Sum of 26*l.* being a Debt due from E. E. has paid
 me the said W. H. to the said W. J. which said several Sums of 50*l.* and 26*l.* (amounting in another Debt
 the whole to the Sum of 76*l.*) I the said W. H. do hereby acknowledge to have been my proper of 26*l.* both
 Debt, and to have been respectively answered and paid by the said E. E. at my Request and the Debts of
 Direction: And whereas I the said W. H. by a Promissory Note, stand justly indebted to W. H.'s own
 the said A. W. in the Sum of 11*l.* besides the said Sum of 76*l.* so due to the said E. E. afore- Note for 11*l.*
 said, which I do hereby also acknowledge: Now know all Men by these Presents, that we to A. W.
 the said W. H. and E. H. being well satisfied of the Truth of the Premises, and in Considera- Power for
 tion thereof, and for repaying, as well to the said E. E. his Executors and Administrators, the E. E. to re-
 said Sum of 76*l.* so due to him as aforesaid, as also the said Sum of 11*l.* unto the said A. W. ceive and re-
 Do hereby respectively direct, authorize and empower him the said E. E. his Heirs, Execu- tain Interest of
 tors, till said Debts
 are paid.

This Deed
not to preju-
dice the Trust
concerning the
Principal Mo-
ney, &c.

tors, Administrators and Assigns, to retain, refund, take and receive, sue for and recover all Arrears of Interest, which now are, or at any Time hereafter shall grow due for the said Principal Sum of 2301 l. 18 s. 5 d. $\frac{1}{4}$ as aforesaid, for so long Time, and until he the said E. E. his Executors, Administrators and Assigns, be fully paid and satisfied the said Sum of 76 l. so due to him as aforesaid, as also the said Sum of 11 l. for the Use and Benefit of the said A. W. **Provided always** that these Presents, or any Thing herein contained, shall not extend to charge or prejudice the said Trust, of and concerning the said Principal Money, or the Interest thereof, no further or otherwise, than with and for the said Sum of 76 l. unto the said E. E. and also the said Sum of 11 l. unto the said A. W. as aforesaid, but the same shall from and after such Payment remain, continue, and be upon Trusts declared of and concerning the same, in and by the said recited Indenture. **In Witness, &c.**

Twelfthly, **To such Uses as are mentioned in other Deeds.**

Indorsement, whereby Mr. G. appoints his Trustees to stand possess of the Residue of a Term of 500 Years, in Trust for such Person as shall be intitled thereunto by Virtue of a Settlement of the same Date.

KNOW all People by these Presents, that the within named C. G. Doth hereby direct and appoint the within named J. B. his Executors, Administrators and Assigns, from henceforth for the Residue of the within mentioned Term of 500 Years, to stand and be possessed of the, &c. mentioned in the within written Indenture, and thereby assigned or mentioned to be assigned unto the said J. B. **In Trust** for such Person and Persons, from Time to Time, as by one Indenture *Tripartite*, bearing even Date with this Indorsement, and made between the said C. G. of the first Part, L. U. &c. of the second Part, C. W. P. of, &c. of the third Part, and by Virtue of the Uses and Trusts limited and appointed in and by the same Indenture *Tripartite*, shall be intitled to hold and enjoy the said, &c. any Thing in the within written Indenture contained to the contrary notwithstanding. **In Witness, &c.**

By a Feme Covert, to Trustees of mortgaged Money received, to be laid out in a new Mortgage, to the Uses in Marriage Articles.

Marriage Ar-
ticles, reciting
Mortgage,
&c.

Power to ap-
point.
Money paid.

Appointment.

Declaration.

Whereas, &c. (*Recital of Marriage Articles (therein reciting (inter alia) a Marriage intended between Lord K. and A. D. and that N. W. and T. E. were possessed of a Mortgage assigned to them for securing 1000 l. and Interest, in Trust for the now Lady A. K.) whereby Lord K. covenanted, that T. E. and J. E. should stand possessed in the 1000 l. in Trust to pay the same to Lady A.'s separate Use, with a Power for her to make an Appointment of the same.*) **And** whereas the said Lady A. K. had received all the Interest of the said 1000 l. until the Day of the Date hereof, and the said R. B. has also paid in the said 1000 l. Principal Money: **Now know all Men** by these Presents, that I the said Lady A. K. Do hereby dispose, direct and appoint the said T. E. and J. E. to pay 500 l. Part of the above mentioned Sum of 1000 l. unto, &c. and the Sum of 500 l. more, Residue thereof, to, &c. upon a Mortgage by him made, or to be made, to them for securing the Repayment thereof with Interest; but **Upon the like Trusts** for me, as in the said Articles are contained; **And** I do hereby declare that such Payments to the said, &c. severally, with each of their Receipts respectively therefore, shall be as effectual and as full Discharges, as if the said 1000 l. were actually paid to, and received by myself with my own Hands. **In Witness, &c.**

Thirteenthly, **To Receive Rents.**

By a Feme Covert of a Receiver of Rents.

Lease.

Power to ap-
point.

Rent due.

Whereas A. B. and C. &c. (Trustees) have by their Indenture, bearing Date, &c. by the Consent and Direction of D. E. Wife of F. E. let and demised to G. a Messuage, &c. in H. for the Term of, &c. therein mentioned, at and under the yearly Rent of, &c. payable quarterly as therein is mentioned: **And whereas** the said A. B. and C. are intrusted in the Premises (with other Things) to permit and suffer the Rents thereof to be received, (not by my Husband F. E. but) by such Persons, and in such Manner, and for such Times during my Life, as I by any Writing under my Hand and Seal, (notwithstanding my Coverture) shall direct and appoint: **And whereas** there is now due from the said G. for ——— Years Rent

Rent of the Premises at — last the Sum of — *l.* Now I the said *D. E.* Do by this Appointment, Writing under my Hand and Seal direct and appoint, that the said — *l.* and all the Rent growing, and that which shall be accruing for the Premises, during the Term aforesaid, shall be paid by the said *G.* to the said *C.* whom I desire upon his Receipt thereof, to give an * Acquittance for the same. *Witness* my Hand and Seal, &c.

* See the Form Tit. Receipts.

Fourteenthly, Of Clergymen to preach annual Sermons pursuant to a Will.

TO all People, &c. *Whereas* *E. S.* of, &c. in and by his last Will and Testament Recital of the in Writing, bearing Date, &c. *Did* give and bequeath to *J. S.* and his Heirs, and to Will. the Vicar and Churchwardens of — for the Time being, for ever, one Annuity or yearly Rent of, &c. payable and to be paid out of, &c. in and upon, &c. for the Uses, &c. following; (that is to say) To pay — a-piece to four Ministers of the Gospel therein named, for Preaching each of them a Sermon on the four Days therein after mentioned yearly for ever, (to wit,) &c. one Sermon on each Day, and after their Deaths, then the said *J. S.* his Heirs or Assigns, and the Vicar and Churchwardens of, &c. aforesaid, for the Time being, were to make Choice of four godly and able Ministers in their Rooms, who should preach the said four Sermons yearly in Manner as therein is expressed: *And whereas* all the four Ministers therein Deaths named are long since dead, and the said *J. S.* is also dead, and *K. S.* is Grandson and Heir of the said *J. S.* *Now know ye*, that the said *J. S.* and *E. B.* now Vicar of, &c. and, &c. Churchwarden of the said Parish, do hereby choose, nominate and appoint *S. F.* of, &c. to preach a Sermon yearly in the Parish Church of, &c. on, &c. and *J. J.* of, &c. to preach, &c. and *R. K.* of, &c. (*ut supra*) and *E. B.* to preach, &c. and that each of them shall and ought to have and receive — a-piece for such his Sermon pursuant to the aforesaid Gift or Will of the said *E. S.* *In Witness*, &c.

(a) Assignments.

First, Of Annuities and Rents-Charge.

A short Assignment by Deed Poll, of an Annuity or Rent-Charge granted by Deed for Life.

TO all, &c. I *J. W.* of, &c. send Greeting. *Whereas* *J. C.* of, &c. by his Deed Recital of the Indented, bearing Date, &c. for the Consideration therein mentioned, *Did* give, grant and confirm unto me the said *J. W.* one Annuity or yearly Rent or Pension of, &c. to be issuing and going out of all and singular the Messuages, &c. of the said *J. G.* situate, &c. for the Term of the natural Life of me the said *J. W.* As in and by the said Deed indented, (amongst divers other Covenants, Grants and Agreements therein contained) more fully and at Assignment. large it doth and may appear: *Now know ye*, that I the said *J. W.* for, &c. *Have* assigned and set over, and by, &c. *Do*, &c. unto *S. L.* of, &c. *The* said Annuity or yearly Pension of, &c. *To have and to hold* the said Annual or yearly Rent of, &c. unto the said *S. L.* and her Assigns, in as large and ample Manner and Form, as I the said *J. W.* may or ought to have and enjoy the same, by Force of the said Deed indented, or any Thing therein contained (together with the said Deed indented.) *In Witness*, &c.

Another with suitable Covenants.

TO all, &c. *T. D.* of, &c. *Whereas* *R. D.* of, &c. late Uncle of the said *T. D.* in Recital of the and by one Indenture, &c. *Did* give and grant unto the said *T. D.* for and during the natural Life of the said *T. D.* to begin and be paid yearly to the said *T. D.* Party to these Presents, from and after the Decease of, &c. as by, &c. *Now know ye*, that the said *T. D.* for and in Consideration of, &c. to him in Hand, at, &c. by *W. P.* of, &c. well and truly paid, whereof and wherewith the said *T. D.* acknowledged himself fully satisfied, contented and paid by these Presents, and for divers, &c. *Hath* given, granted, bargained, sold, assigned and

(a) For the Law concerning Assignments, see the first Part, p. . &c.

Assignment. set over, and by, &c. **Doth** fully, clearly and absolutely give, &c. unto the said *W. P.* his Executors, &c. as well the said Annuity, &c. as also all the Estate, &c. by Force, &c. of the said Indenture, or any thing therein contained, or otherwise. **And** the said *T. D.* for himself, &c. doth covenant, &c. to and with the said *W. P.* his, &c. by, &c. that he the said *T. D.* now hath lawful Right and Authority to give, &c. the said Annuity in Manner and Form aforesaid; **And** that heretofore neither he, nor any other by his Appointment, or with his Consent, hath made any former Bargain, Sale, Gift, Grant, Assignment, Surrender, Extinction, Charge or Incumbrance of the said Annuity or yearly Payment of, &c. or any Part thereof; **Nor** that he the said *T. D.* nor any other by or from him, or with his Consent, have or hath done, nor hereafter at any Time shall do, commit or suffer to be done, any Act, Deed or Thing whatsoever, whereby the said *W. P.* his, &c. shall or may be hindered or letted, of, or in the having, receiving and enjoying of the said Annuity or yearly Rent, or any Part thereof; **And** that the said *W. P.* his, &c. shall and may from Time, &c. from and after the Decease of, &c. for and during the natural Life of the said *T. D.* lawfully, peaceably, &c. have, &c. the said Annuity or, &c. and every Part, &c. to the proper Use, &c. without the Let, &c. **And further** that the said *T. D.* shall and will from Time, &c. at the reasonable Request, &c. do or cause, &c. all such further Act and Acts, Thing and Things for the further Assuring of the said Annuity, &c. to the said *W. P.* his, &c. for and during the natural Life of the said *T. D.* after the Death of the said — as by the said *W. P.* his, &c. shall be reasonably devised, &c. (*See these Kinds of Covenants post, and others proper in these Cases.*)

Covenants. **In Witness, &c.**

Right to assign. Heretofore no Act done to incumber, nor hereafter shall be done to hinder the Enjoyment of the assigned Annuity. Peaceable Enjoyment.

Further Assurance.

Another with the usual Covenants at length.

THIS Indenture made the — Day of — in the — Year of the Reign of our Sovereign Lord *George* the Second; by the Grace of God, &c. and in the Year of our Lord — between *A. B.* of — of the one Part, and *C. D.* of the other Part. **Whereas** by Indenture bearing Date the — Day of — in the Year of our Lord 1750. *T. D.* of — in the County of — did give and grant unto the said *A. B.* one Annuity or yearly Rent or Sum of 40*l.* to be had, received, taken and issuing out of **All** that Messuage (*as set forth in the Grant*) **To hold** to the said *A. B.* and his Assigns, for and during the Term of his natural Life, payable in and upon the — Day of — and — Day of — yearly and every Year, by even and equal Portions without any Deduction or Abatement whatsoever, as in and by the said recited Indenture, Relation being thereunto had, will more fully and at large appear: **Now this Indenture witnesseth**, that he the said *A. B.* for and in Consideration of the Sum of — of lawful Money of *Great Britain*, to him in Hand paid by the said *C. D.* at and before the Sealing and Delivery of these Presents, the Receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit and discharge the said *C. D.* his Executors, Administrators and Assigns, and every of them, for ever, by these Presents, **Hath** bargained, sold, assigned, transferred and set over, and by these Presents **Doth** bargain, sell, assign, transfer and set over unto the said *C. D.* his Executors, Administrators and Assigns, the said Annuity, yearly Rent, or Sum of 40*l.* payable and issuing out of **All** the said Messuage — so to him the said *A. B.* granted as aforesaid; **And also** all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said *A. B.* of, in and to the said Annuity, or yearly Rent or Sum of 40*l.* hereby assigned or intended so to be; **To have and to hold**, receive and enjoy the said Annuity or yearly Rent or Sum of 40*l.* unto the said *C. D.* his Executors, Administrators or Assigns, for and during all such Time and Term as he the said *A. B.* hath or ought to have therein, during his natural Life. **And** the said *A. B.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, in Manner and Form following, (that is to say) That he the said *A. B.* now hath in himself good Right, full Power and lawful and absolute Authority, to bargain, sell, assign, transfer and set over unto the said *C. D.* his Executors, Administrators and Assigns, the said Annuity or yearly Rent or Sum of 40*l.* to hold to him, his Executors, Administrators and Assigns, in Manner and Form as aforesaid. **And** also that he the said *A. B.* hath not, at any Time or Times heretofore, sold, assigned, transferred or set over, or any ways discharged, charged or incumbered, the said Annuity or yearly Rent or Sum of 40*l.* hereby assigned or intended so to be, or any Part or Parcel thereof; **And** also that he the said *C. D.* his Executors, Administrators and Assigns, shall and lawfully may, from Time to Time and at all Times hereafter, for and during the Life of him the said *A. B.* peaceably and quietly have, hold, receive and enjoy the said Annuity or yearly Rent or Sum of 40*l.* to and for the proper Use and Benefit of him the said *C. D.* his Executors, Administrators and Assigns, without any the Let, Suit, Trouble,

Recital of the Grant for Life.

Assignment.

Habendum.

Hath Right to assign.

Hath not before assigned or done any Act to incumber, &c. for peaceable Enjoyment,

Trouble, Hindrance, Molestation or Interruption whatsoever, of or by him the said *A. B.* his Executors, Administrators and Assigns, and of or by all and every other Person or Persons whatsoever, free and clear and absolutely discharged of and from all and all Manner of Charges and Incumbrances whatsoever. **And further**, that he the said *A. B.* his Executors and Administrators, and all and every other Person and Persons, his and their Executors and Administrators, having or claiming, or which shall or may have or claim any Right, Title or Interest of, in or to the said Annuity or yearly Rent or Sum of 40*l.* from, by or under him the said *A. B.* shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request of the said *C. D.* his Executors, Administrators or Assigns, make, do, perform and execute, or cause or procure to be made, done, performed and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect assigning and assuring of the said Annuity or yearly Rent or Sum of 40*l.* unto the said *C. D.* his Executors, Administrators and Assigns, during the Life of him the said *A. B.* as he the said *C. D.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall reasonably devise, advise and require; so as he, she or they be not compelled or compellable to travel or go from the Place of his, her or their Abode, for the doing thereof. **And** for the further, better and more effectual enabling him the said *C. D.* his Executors, Administrators and Assigns, to enjoy, recover and receive the said Annuity or yearly Rent or Sum of 40*l.* hereby assigned, he the said *A. B.* hath and by these Presents **Doth** make, ordain, constitute and appoint, and in his Place and Stead put the said *C. D.* his Executors, Administrators and Assigns, the true and lawful Attorney and Attornies irrevocable of him the said *A. B.* either in his or their own Names or in the Name of him the said *A. B.* his Executors or Administrators, but for his own Use only, to ask, demand, sue for, recover and receive of and from the said *C. D.* his Heirs, Executors, Administrators or Assigns, and of and from all and every other Person and Persons whomsoever, the said Annuity or yearly Rent or Sum of 40*l.* hereby assigned, and upon Non-Payment thereof to commence and prosecute any Action or Suit for the same; and upon Payment, Recovery and Receipt of the same, or any Part thereof, sufficient Releases or other Discharges to give for the same, and also to do all and every such other and further lawful Act and Acts, Thing and Things whatsoever, as well for the recovering and receiving as the releasing, assigning and discharging the said Annuity or yearly Rent or Sum of 40*l.* as fully and effectually, and in as large, ample and beneficial Manner, to all Intents and Purposes as if he the said *A. B.* had been actually present and done the same. And finally, he the said *A. B.* doth hereby give, grant, notify, confirm and allow all and whatsoever he the said *C. D.* his Executors, Administrators or Assigns, shall lawfully do or cause to be done in, about, touching or concerning the Premises by Virtue of these Presents. **In Witness** whereof.

Letter of Attorney to demand, &c. the Annuity.

A very good Assignment of an Annuity (granted by an Incumbent for his Life out of his Rectory, with a Power to distrain, and a Demise over to a Trustee) with an Assignment of a Bond and Judgment given as a further Security for the Payment, in Case the Grantor should resign, &c. See the Deed of Grant, &c.

THIS Indenture made the, &c. **Between** *A. B.* of — in the County of —, Esq; of the one Part, and *C. D.* of — in the County of —, Gent. of the other Part. **Whereas** by Indenture Tripartite, bearing Date the 14th Day of May last, and made or mentioned to be made between *E. F.* Rector of *L.* in the County of —, Clerk, of the first Part, the said *A. B.* of the second Part, and *G. H.* of *Chancery Lane, London*, Gent. of the third Part, the said *E. F.* in Consideration of the Sum of — Pounds therein mentioned to be paid to him by the said *A. B.* did give, grant, bargain, sell and confirm unto the said *A. B.* his Executors, Administrators and Assigns, for and during the natural Life of him the said *E. F.* one Annuity or yearly Rent or Sum of 30*l.* of lawful Money of *G. B.* to be issuing and payable out of **All** those — Acres of Glebe Lands, and all that Messuage or Tenement, Barn, Stable, &c. situate, standing, lying and being in the Parish of — in the County of —, and belonging to the said *E. F.* as Rector of the Parish Church of *L.* aforesaid, and which are therein mentioned to be in the Tenure or Occupation of *J. K.* as Tenant thereof; and by and out of all other the Houses, Outhouses, Barns, Stables, Buildings, Orchards, Gardens, Lands and Appurtenances to the same Rectory belonging, or in any wise appertaining; and all and singular the Tythes, Tenths, Oblations, Obventions, Fruits, Fees, Dues, Glebe Lands, Tenements, Meadows, Pastures, Commons, Woods, Waters, Profits, Privileges and Advantages whatsoever belonging to or payable to the said *E. F.* as Rector of the said Parish Church of *L.* aforesaid; **To hold** unto the said *A. B.* his Executors, Administrators

tors and Assigns, for and during the natural Life of the said *E. F.* and to be paid to him or them quarterly as therein is mentioned, free and clear of all Manner of Taxes and Deductions whatsoever, with proper Powers of Entries and Distress, and otherwise, for the recovering and receiving the said Annuity in case of Non-payment thereof by the said *E. F.* as therein is mentioned. And for the better securing the Payment of the said Annuity unto the said *A. B.* the said *E. F.* did by the said recited Indenture grant and demise the said Glebe Land, Messuage or Tenement, Barn, Stable, Tythes and Premises unto the said *G. H.* his Executors, Administrators and Assigns, for the Term of 99 Years therein mentioned, determinable on the Death of the said *E. F.* upon Trust by and out of the Rents and Profits thereof to raise and levy from Time to Time during the Life of the said *E. F.* so much Money as would be sufficient to pay the said Annuity or yearly Rent of — *l.* And whereas for the better securing the Payment of the said Annuity or yearly Rent-Charge unto the said *A. B.* he the said *E. F.* did enter into and execute unto the said *A. B.* one Bond or Obligation bearing Date the same 14th Day of May last, in the Penal Sum of — *l.* conditioned for his paying unto the said *A. B.* his Executors, Administrators and Assigns, the said Annuity as therein is mentioned. And the said *E. F.* did then also execute a proper Warrant of Attorney to confess Judgment on the said Bond, and a Judgment hath been accordingly entered up thereon in his Majesty's Court of *C. P.* at *Westminster* as of this present *Easter* Term against the said *E. F.* at the Suit of the said *A. B.* for — *l.* Debt, besides Costs, as in and by the said recited Indenture and Bond and Record of the Judgment, Relation being thereunto respectively had, may more fully appear. And whereas the said Sum of — *l.* mentioned in the herein before recited Indenture *Tripartite* as the Consideration Money for the Purchase of the said Annuity or yearly Rent-Charge of — *l.* and every Part thereof, was the proper Money of the said *C. D.* as the said *A. B.* doth hereby acknowledge and declare, and that the said Sum of — *l.* or any Part thereof was not the Money of him the said *A. B.* and that the Name of him the said *A. B.* was only used in the said recited Indenture, Bond and Judgment, In Trust for and for the only Use and Benefit of the said *C. D.* And the said *A. B.* hath agreed to assign the said Annuity or yearly Rent of *l.* and the said Bond and Judgment and all Benefit and Advantage of the same respectively to the said *C. D.* Now this Indenture witnesseth, that in Pursuance of the Declaration and Agreement before mentioned, and for and in Consideration of 10*s.* of lawful Money of *Great Britain*, to the said *A. B.* in Hand well and truly paid by the said *C. D.* at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, he the said *A. B.* hath bargained, sold, assigned and set over, and by these Presents Doth bargain, sell, assign and set over unto the said *C. D.* his Executors, Administrators and Assigns, the said Annuity or yearly Rent or Sum of — *l.* granted by the said recited Indenture *Tripartite*, to the said *A. B.* for and during the Life of the said *E. F.* and all Powers and Remedies therein mentioned for recovering and receiving the same; and also the said Bond and Judgment entered into and confessed respectively by the said *E. F.* unto the said *A. B.* for the better securing the Payment of the said Annuity as is before mentioned and recited, and all and all Manner of Benefit and Advantage of the said Annuity or yearly Rent, and of the said Bond and Judgment respectively, and all the Estate, Right, Title, Interest, Trust, Property, Claim and Demand whatsoever, of him the said *A. B.* of, in, to or out of the said Annuity or yearly Rent of — *l.* and the said Bond and Judgment with the said recited Indenture; To have and to hold, receive, take and enjoy the said Annuity or yearly Rent or Sum of — *l.* unto the said *C. D.* his Executors, Administrators and Assigns, from henceforth for and during the natural Life of the said *E. F.* in as full and ample Manner as the same was granted by the said *E. F.* to the said *A. B.* and to have, hold and enjoy the said Bond and Judgment, and the Money and Premises thereby respectively secured, and all Benefit and Advantage of the same respectively, unto the said *C. D.* his Executors, Administrators and Assigns, to and for his and their own Use and Benefit. And the said *A. B.* hath made, constituted and appointed, and by these Presents Doth make, constitute and appoint the said *C. D.* his Executors, Administrators and Assigns, his true and lawful Attorney and Attornies, in the Names of him the said *A. B.* his Executors or Administrators, but for the only Use of him the said *C. D.* to sue or take out Execution upon the said Judgment against the said *E. F.* and to carry on and prosecute the said Judgment, and to take and make Use of all other lawful Remedies and Powers which the said *A. B.* now hath for the Recovery of the Money and Premises secured by the said recited Bond and Judgment respectively, in such Manner as he the said *C. D.* his Executors, Administrators or Assigns, shall think fit or necessary. And the said *A. B.* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *A. B.* hath not at any Time heretofore made, done, executed or committed, any Deed, Act, Matter or Thing whatsoever, whereby or by Means whereof the said Annuity, Bond, Judgment and Premises hereby assigned or mentioned, or intended so to be, or any

any of them is, are, shall or may be assigned, determined, impeached, charged, discharged, vacated or incumbered respectively in any wise howsoever. And the said *A. B.* doth hereby declare and agree, that the said *G. H.* his Executors, Administrators and Assigns, shall from henceforth stand possessed of and interested in the said Term of 99 Years, mentioned in and created by the said recited Indenture tripartite, in case the *E. F.* shall so long live, in Trust for and for the only Use and Benefit of the said *C. D.* his Executors, Administrators and Assigns, for the Purpose of raising and levying so much Money as will be sufficient for paying and satisfying the said Annuity, as in and by the said recited Indenture is mentioned and declared. **Subject nevertheless** to the Proviso or Condition in the same Indenture contained, for paying and satisfying the said Indenture in Manner therein mentioned. **In Witness** whereof, &c.

That the Trustee shall stand possessed of the Term to the Use of the Assignee.

Proviso, see the Grant.

An Assignment of an Annuity or Rent-Charge (granted by Deed for Years, with Clause of Distress and Nomine pœnæ) with Covenant to avow Distress and Actions, and a Letter of Attorney.

THIS Indenture, &c. Witnesseth, That whereas the said *A. B.* by Indenture, &c. Recital of the for the Considerations therein mentioned and expressed, *Hath* granted, &c. unto the said *C. D.* and *A.* his Wife, one Annuity, &c. issuing, &c. **To have,** &c. from, &c. unto the full End and Term of, &c. *With a Clause* of Distress to be taken within the said Manor, &c. for Non-payment of the said Annuity or yearly Rent of, &c. or any Part thereof, for the Space of 14 Days next after any of the said Feasts, on which the same ought to be paid as aforesaid, *As also* one other Clause of Distress, *Nomine Pœnæ* of 30 s. for every Default of Payment, which shall happen to be within 24 Days next after any or either of the said Feast-Days in which they ought to be paid, as in and by, &c. (amongst, &c.) more plainly, &c. **Now** the said *C. D.* for and in Consideration, &c. hath given, granted, bargained, sold, assigned and set over, and by, &c. **Doth** fully, &c. give, &c. **The** said Indenture before mentioned, and the said Annuity or yearly Rent of, &c. with the Appurtenances, Clauses of Distress, and *Nomine Pœnæ* thereby granted and confirmed, and all the Estate, &c. and all Deeds, &c. *To have,* hold, levy and yearly perceive, receive, take and enjoy the said Annuity or yearly Rent of, &c. unto, &c. for and during all the Rest, Residue and Remainder, yet to come and unexpired of the said Term of, &c. by the said Indenture granted, at such Days, Times and Places, and in such like, and in as large, ample, beneficial Manner and Form to all Intents and Purposes, as he the said *C. D.* and *A.* his Wife, or either of them have or hath, or had, or may, might, should, or of Right ought to have, or yearly receive, take and enjoy the same; **And,** &c. (*Covenant for quiet Enjoyment, free, &c.*) **And also** that they the said *C. D.* and *A.* his Wife, their, &c. shall and will from Time, &c. when and as often as need shall be and require, at the Request, and at the Costs and Charges in the Law of the said *E. F.* his, &c. avow, justify and maintain all and every such lawful Entries, Distresses, Actions, Suits, Pleas, Processes, Judgments, Extents and Executions, as the said *E. F.* his, &c. shall make, take, attempt, commence, prosecute and bring in Respect of the Premises, upon or by Reason of the said Indenture, or any Thing therein contained, without being nonsuit or otherwise Releasing, Discharging, Delaying, Discontinuing, Barring or Hindring the same, or any of them, except it be by and with the Special Assent, Consent and Agreement of the said *E. F.* his, &c. in Writing, in that Behalf first had and obtained; **And** the said *C. D.* hath by, &c. made, &c. the said *E. F.* his true and lawful Attorney irrevocable, to ask, &c. to the only Use of the said *E. F.* his, &c. without rendering any Account to the said *C. D.* his, &c. the said Annuity, &c. every Year yearly from Time to Time, as it shall grow due, during the said Term mentioned in the said Indenture; and for Default of Payment of either or any of the said several Sums at the Days and Place aforesaid, in which they ought to be paid, to distrain, and the Distresses so taken, to lead, drive and carry away, or secure on the Premises (as the Case shall require) and so to detain until he or they the said *E. F.* his, &c. shall be fully satisfied, or till the same shall be sold in Satisfaction of his said Annuity, &c. so due as aforesaid, &c. (*as usual.*) See Tit. **Letters of Attorney in Deeds, Post.**

Grant for Years, with Clause of Distress and

Nomine Pœnæ.

Assignment.

Covenant to avow Distresses and Actions.

Letter of Attorney to receive the Annuity, and to distrain, &c.

An Assignment of an Annuity granted by Deed and the Arrears thereof, and of the Benefit of a Decree in Chancery expected to be made in Favour of the Annuitant, (a Suit being depending on Account of the Deed being fraudulently cancelled) for Payment of a Debt.

Recital of the
Grant of an
Annuity,

chargeable on
a Manor, &c.

Perusal there-
of by the
Grandfather
and Custody
thereof.

The Grand-
father's Death.
Deed found
cancelled.

Bill in Chan-
cery, praying
a Confirmati-
on of the can-
celled Deed.

Answer and
Publication,
&c.

A Bond of J.
P. and M. P.
to R. G. for
Payment of
Money.

THIS Indenture Tripartite made, &c. Between J. P. of, &c. of the first Part, T. P. of, &c. (eldest Son and Heir of R. P. late of the same Place, Esq; deceased) of the second Part, and R. G. of, &c. of the third Part. **Whereas** by Indenture bearing Date, &c. and made between T. P. of, &c. (since deceased, Grandfather of the said T. P. Party hereto,) G. P. of, &c. Esq; and W. C. of the Middle-Temple, London, Esq; of the one Part and the said J. P. Party, (by the Name and Addition of J. P. Esq; youngest Son of the said T. P.) of the other Part, whereby, in Consideration of the natural Love and Affection which the said T. P. had towards his said Son, and of 5 s. to the said G. P. and W. C. paid by the said J. P. he the said T. P. the Grandfather, (and by his Direction) the said G. P. and W. C. and each and every of them, *Did* give and grant unto the said J. P. and his Assigns, one Annuity or yearly Rent-Charge of 300 l. of, &c. to be issuing and payable out of *All* that the Manor of B. with the Rights, Members and Appurtenances in the County of C. and out of, &c. (all which said Premises are therein mentioned to have been (amongst other Things) then lately conveyed unto the said G. P. and W. C. and their Heirs, *In Trust* for the said T. P. the Grandfather and his Heirs); *To have, hold, receive and enjoy* the said Annuity or yearly Rent-Charge of 300 l. unto the said J. P. and his Assigns, for and during the Term of the natural Life of the said J. P. the same Annuity to be paid unto the said J. P. or his Assigns, by four equal quarterly Payments, upon the four most usual Feasts or Days of Payment in the Year, free and clear of and from all Manner of Taxes, and that in such Manner as in the said Indenture is mentioned; the first of which quarterly Payments was to be made upon, &c. *And* it is therein mentioned, that if the said Annuity or yearly Rent-Charge of 300 l. or any Part thereof, should be behind, &c. in which said Indenture is contained a Proviso, that the same Indenture, or any Thing therein contained, should not any Ways extend to charge the Persons of the said T. P. G. P. and W. C. or either of them, by a Writ or an Action of *Annuity*, but only to charge the said Manors, &c. and Premises with the yearly Rent-Charge aforesaid, as by, &c. Relation, &c. **And whereas** the said recited Indenture was duly executed by the said T. P. G. P. and W. C. and the same was afterwards so delivered to the said J. P. by Virtue whereof he the said J. P. and his Assigns during his Life, are legally intitled to have and receive the said Annuity or yearly Rent-Charge of 300 l. **And whereas** some-time after the Delivery of the same Indenture to the said J. P. the said T. P. the Grandfather, sent unto the said J. P. and desired that he would send him the same Indenture, to the Intent only, that he the same T. P. might have the Perusal thereof, and also alledging, that it would be safer in his Hands, which he the said J. P. in Obedience to his Father the said T. P.'s Desire, accordingly sent to him; but the said T. P. the Grandfather, soon after dying, viz. on or about, &c. the said recited Indenture, being immediately after his Death searched for amongst his Writings, was found cancelled; whereupon the said J. P. having applied to his Brother the said R. P. (eldest Son and Heir of the said T. P. the Grandfather) to have the said Indenture of Annuity confirmed, and the Arrears thereof paid to him, which not being complied with, he the said J. P. did thereupon prefer and file a Bill in the High Court of Chancery against the said R. P. and others; whereby (after setting forth as therein mentioned) he prays that the said Recited Deed so cancelled might be confirmed, and that all Arrears of the said Annuity then due to him might be paid with Interest; to which Bill the said R. P. appeared, but soon after dying, the then Cause abated; since which a Bill of Revivor has been revived and brought by the said J. P. for the Purposes aforesaid, against his Nephew the said T. P. Party hereto; to which Bill the same T. P. having put in his Answer, and Publication being past in the present Cause, it is expected that the said present Cause now pending between the said J. P. and T. P. Party hereto, touching the Matters aforesaid, will be heard as of or before *Trinity-Term* now next ensuing; upon hearing whereof it is presumed and hoped by the said J. P. that the said Court will be of Opinion, and decree a Confirmation of the said Annuity according to the true Intent of the said recited Indenture, and also Payment of all Arrears thereof now due to him the said J. P. together with lawful Interest and his Cost for and touching the same: **And whereas** the said J. P. together with M. P. Esq; by their joint Bond or Obligation, bearing Date, &c. *Did* become bound unto him the said R. G. in the penal Sum of 800 l. with Condition there under written, for the Payment of the Sum of 934 l. 18 s. with lawful Interest for the same, unto the said R. G. in such Manner as therein is mentioned: **And whereas** the said Sum of 934 l. 18 s. and Interest, not being paid to the said R. G.

R. G. according to the Condition of the said recited Bond, he the said R. G. did, in or about Trinity Term in the 9th Year of the Reign of his late Majesty King George, obtain in his Majesty's Court of Common Pleas at Westminster, Judgment on the said Bond against the said Judgment J. P. for the Sum of 1800*l.* (besides Costs of Suit), as in and by the said recited Bond, and thereon. the Record of the said Judgment, Relation being to them respectively had, may more fully appear: **And whereas**, upon an Account this Day made between them the said J. P. and R. G. it appears there is now due and owing from the said J. P. to the said R. G. by Virtue of the said recited Bond and Judgment, for principal Money and Interest, Costs and otherwise touching the same, in the Whole the Sum of 1330*l.* which is confessed and hereby acknowledged to be by him the said J. P. **And whereas** there is now due and owing to him the said J. P. for Arrears on Account of the said Annuity so granted to him as aforesaid, the Sum of 2700*l.* or thereabouts, besides Interest for the same: **And whereas** the said J. P. Party hereto, not having been in Possession of the said Manors, &c. and Premises so charged with the said Annuity of 300*l. per Annum*, to the said J. P. as aforesaid, for only about the Space of two Years now last past, for which Reason, he apprehends, he shall not be decreed to pay above two Years Arrears thereof, with Interest for the same: **And whereas**, previous to and before the making and executing of these Presents, it was and is hereby mutually agreed by and between them the said J. P. T. P. Party, &c. and R. G. in Manner as follows, viz. That in case the said Sum of 2700*l.* Arrears of the said Annuity, or any sufficient Part thereof, shall by the said Court of Chancery or otherwise be decreed to be paid to the said J. P. or his Assigns by the said T. P. (Party) his Heirs, Executors or Assigns; that then and in such case he the same T. P. his Heirs, Executors or Assigns, shall and will, within one Month next after the making of such Decree, pay unto the said R. G. his Executors, &c. the Sum of 600*l.* (together with Interest for the same until Payment thereof), in Part of his said Debt of 1330*l.* so due to him as aforesaid, in such Manner as is herein after for that Purpose mentioned; and also in case the said T. P. Party, his Heirs or Assigns, shall by the said Court of Chancery be decreed to pay, or that the said Annuity of 300*l. per Ann.* shall any otherwise be confirmed or made payable to the said J. P. or his Assigns, during his Life; that then and in such Case (after Payment of the said Sum of 600*l.* and Interest, out of such Arrears in Manner aforesaid), he the said T. P. Party, his Heirs or Assigns, shall, from the Time of making such Decree or other Confirmation of the said Annuity of 300*l. per Ann.* or any Part thereof, pay the same unto the said R. G. his Executors, Administrators or Assigns, for and during, and until such Time only, as the remaining Part of the said Debt of 1330*l.* so now due to him as aforesaid, together with Interest and all Charges touching the same, shall be to him and them fully paid and satisfied, and that in such Manner as herein after is for that Purpose also mentioned: **Now this Indenture witnesseth**, That the said J. P. in Pursuance and Part of Performance of his said recited Agreement, and to the End and Intent that the said Sum of 600*l.* and Interest for the same (in case such Decree shall be made by the said Court of Chancery, or otherwise, for Payment of the Arrears of the said Annuity, sufficient for that Purpose by the said T. P. Party hereto, unto the said J. P. as aforesaid) may by him the said T. P. Party, &c. his Heirs, Executors or Assigns, be then forthwith paid to the said R. G. his Executors or Assigns, in Part of the said Sum of 1330*l.* so now due to him as aforesaid, and for and in Consideration of the Sum of 5*s.* of, &c. to the said J. P. in Hand paid by the said R. G. at or before the Executing hereof, the Receipt whereof, &c. and for divers other good, &c. **He** the said J. P. (as far as in him lieth, or that he lawfully may or can) **hath** bargained, sold, assigned, transferred and set over, and by these Presents (by and with the Consent and Approbation of the said T. P. Party, testified, &c.) **Doth** hereby clearly and absolutely bargain, &c. unto the said R. G. his Executors, &c. the full Sum of 600*l.* of, &c. together with legal Interest for the same, (being Part of the before mentioned Sum of 2700*l.* Arrears, so now due to the said J. P. by Virtue of the said Annuity so payable to him as aforesaid, (in case such Arrear or so much thereof as shall be sufficient to pay the said Sum of 600*l.* and Interest, shall by the said Court of Chancery or otherwise be decreed to be paid by the said T. P. Party hereto, or by his Heirs, Executors or Assigns, to the said J. P. or his Assigns, as aforesaid), and all the Right, Interest, Benefit, Property, Claim and Demand whatsoever or howsoever, either at Law or in Equity of him the said J. P. or of any Person or Persons in Trust for him, of, in, or to the said hereby assigned Sum of 600*l.* and Interest for the same or any Part thereof, by Virtue of the said herein before in Part recited Indenture, or of any such Decree to be made by Virtue thereof as aforesaid, together with all Benefit and Advantage whatsoever, of any such Decree to be made as aforesaid, touching the said hereby assigned Sum of 600*l.* and Interest: **To have**, hold, receive, take and enjoy, the said Sum of 600*l.* and Interest, and all and singular the herein before mentioned and intended to be hereby assigned Premises, unto and to and for the only Use and Benefit of the said R. G. his Executors, Administrators and Assigns, (in Part of the said Sum of 1330*l.*

And of the
Annuity till
the Residue of
the Debt shall
be paid.

Appointment
to pay the
Money.

Letter of At-
torney (in
case of As-
signor's Neg-
lect) to pro-
secute the
Cause;

so now due to him as aforesaid) from the Time of making such Decree for ever more, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as he the said *J. P.* could or might have received or enjoyed the same, in case these Presents had not been made. **And this Indenture further witnesseth,** That the said *J. P.* in further Pursuance and Performance of his Part of the said recited Agreement, and to the End and Intent, the better to secure Payment unto the said *R. G.* of all, or so much of the said Sum of 1330*l.* so due to the said *R. G.* as aforesaid, as the said herein before assigned Arrears shall not pay and satisfy to him, together with Interest for the same, after the Rate of 5*l.* per Cent. per Ann. and also all Charges touching the Recovering and Receiving of all or any Part of the said hereby assigned Premises, or of any Part or Parcel thereof; and also for and in Consideration of the Sum of 5*s.* of, &c. to the said *J. P.* in Hand paid by the said *R. G.* at or before the executing hereof, the Receipt of which 5*s.* and the said Debt or Sum of 1330*l.* so now due to the said *R. G.* as aforesaid, he the said *J. P.* doth hereby confess and acknowledge, and for divers other good, &c. he the said *J. P.* by and with the like Consent and Approbation of the said *T. P.* Party, &c. testified as aforesaid, hath, and by these Presents, as for, &c. **Doth** freely, clearly and absolutely grant, bargain, sell, alien and assign unto the said *R. G.* his Executors, Administrators and Assigns, **All** that the herein before mentioned Annuity or yearly Rent-Charge of 300*l.* so given and granted to him the said *J. P.* in and by the said herein before in Part recited Indenture, and thereby charged, issuing and payable out of the said Manors, Messuages, Hereditaments and Premises, in, &c. as aforesaid; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever or howsoever either at Law or in Equity, of him the said *J. P.* or of any Person or Persons in Trust for him, of, in, or unto the said hereby granted and assigned Annuity or yearly Rent-Charge, by Virtue of the said in Part recited Indenture, or of any Decree or Decretal Order to be made on Account or by Virtue thereof by the said High Court of Chancery, or otherwise howsoever, together with all Benefit and Advantage of Distress for the same, in case of Non-payment thereof, and all other Benefit and Advantage whatsoever belonging or in any wise appertaining thereunto; and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever as he the said *J. P.* could or might have had, received or enjoyed the same, in case these Presents had never been made; **To have,** hold, and yearly to receive and take the said hereby granted and assigned Annuity or yearly Rent-Charge of 300*l.* and all Benefit and Advantage of Distress and otherwise for the same, in Manner as aforesaid, (in case the said Annuity shall be by any Decree of the said Court of Chancery, or otherwise, confirmed to him the said *J. P.* or his Assigns during his Life), unto the said *R. G.* his Executors, Administrators and Assigns, from the Time of such Confirmation of the said Annuity, for and during the natural Life of him the said *J. P.* (**Subject nevertheless** to the Proviso herein after mentioned, touching the making void of the hereby assigned Arrears, Annuity and Premises, **And** for the better enabling him the said *R. G.* to receive as well the said hereby assigned Sum of 600*l.* together with Interest for the same), in Part of the said Debt so due to him as aforesaid, as also of the said hereby assigned Annuity for full Payment of the Residue thereof, with Interest and Charges, **He** the said *J. P.* **Doth** hereby direct and appoint the said *T. P.* Party hereto, his Heirs, Executors, Administrators and Assigns, within one Month next after the making of any such Decree for Payment of the said Arrears to the said *J. P.* or his Assigns as aforesaid, to pay or cause to be paid to the said *R. G.* his Executors, Administrators or Assigns, the said hereby assigned Sum of 600*l.* of lawful Money, (together with Interest for the same in Manner as aforesaid) without any Deduction whatsoever; and he the said *J. P.* doth hereby also further direct and appoint the said *T. P.* Party hereto, his Heirs and Assigns, (from and immediately after the Confirmation of the said Annuity, by such Decree or otherwise, as aforesaid, unto him the said *J. P.* or his Assigns), to pay or cause to be paid unto the said *R. G.* his Executors, Administrators or Assigns, the said hereby assigned Annuity of 300*l.* per Annum, for and during, and until such Time only as his whole Debt of 1330*l.* so due to him as aforesaid, together with all Interest and Charges touching the Recovering and Receiving thereof, shall be to him and them fully paid and satisfied, according to the Covenants herein after mentioned for that Purpose, and the true Intent and Meaning of these Presents; and that the Receipts of the said *R. G.* his Executors, Administrators or Assigns, to the said *T. P.* Party hereto, his Heirs, Executors or Assigns, shall be as good and sufficient Discharges as well for the said Sum of 600*l.* and Interest, as also for the said Annuity of 300*l.* per Annum, to be by him so received as aforesaid, as if he the said *J. P.* had himself signed and given the same; **And** for the further, better and more effectual enabling him the said *R. G.* his Executors, Administrators and Assigns, to recover and receive as well the said hereby assigned Annuity, as also all the Arrears thereof, (**Subject nevertheless** to the Proviso herein after mentioned touching the same), **He** the said *J. P.* **Doth** constitute, and by these Presents (as far as in him lies, or he can or lawfully may) **Doth** constitute,

ture, authorize and appoint, and in his Place and Stead put the said R. G. his Executors, Administrators and Assigns, the true and lawful Attorney and Attornies, irrevocable of him the said J. P. either in his or their own Names, or in the Name of him the said J. P. at any Time from henceforth (in case the said J. P. shall neglect or omit to do the same) to carry on and prosecute to Effect the said present Cause now depending, or any future Cause which shall or may be pending either in the said Court of Chancery or elsewhere, to the Intent to recover and receive the said hereby assigned Annuity of 300*l. per Annum*, and all Arrears thereof in such Manner as he or they shall in that Behalf be reasonably advised or think fit; **And also** he the said J. P. doth hereby further authorize and impower the said R. G. his Executors, Administrators and Assigns, to demand and receive of and from the said T. P. Party hereto, his Heirs, Executors and Assigns, and also of and from all and every other Person and Persons whomsoever, who by Virtue of any such Decree to be made as aforesaid, or otherwise, shall be liable to answer and pay the same, as well the said hereby assigned Arrears or Sum of 600*l.* and all Interest Monies to become due for the same, in Manner as aforesaid, as also the said hereby assigned Annuity of 300*l. per Annum*, during the Time aforesaid, and upon Non-payment of such Arrears of 600*l.* and Interest for the same in Manner aforesaid, then it shall and may be lawful for the said R. G. his Executors, Administrators or Assigns, either in his or their own Names, or in the Name of the said J. P. to commence any Action or Suit for the same, and the same to prosecute to effect, for the Recovering and Receiving thereof, and also upon Non-payment of the said Annuity to make any Distress or Distresses for the same, and the same to dispose of, as the Law in such Case directs; and further also, upon Recovery and Receipt of the said hereby assigned Arrears of 600*l.* Interest thereof, Annuity and Premises, or of any Part or Parts thereof, proper and sufficient Releases or other Discharges to give for the same, and also to do all and every such other and further lawful Acts and Things, as well for the Recovering and Receiving, as also for the Releasing and Assigning, and Discharging of the said hereby assigned Arrears of 600*l.* and Interest thereof, Annuity and Premises, and that as fully and effectually and absolutely, in as large, ample and beneficial Manner to all Intents and Purposes whatsoever, as if he the said J. P. had been actually present and done the same. **And finally** he the said J. P. doth hereby give, grant, ratify, confirm and allow, all and whatsoever Acts and Things he the said R. G. his Executors, Administrators or Assigns, shall lawfully do or cause to be done by Virtue of these Presents, in, about, touching and concerning the said respective hereby assigned Premises, (Subject to the Proviso herein after mentioned touching and concerning the same). **And this Indenture also further witnesseth,** That the said T. P. Party hereto, in Pursuance and Performance of his Part of the herein before mentioned recited Agreement, **Doth** for himself, &c. covenant, &c. to and with the said R. G. his, &c. by, &c. in Manner as follows, that is to say, That (in case such Decree shall be made by the said High Court of Chancery, or otherwise, for Payment of the said Arrears of the said Annuity to the said J. P. or his Assigns, in Manner as aforesaid), then, and in such case, he the said T. P. Party hereto, his, &c. (notwithstanding any Act, Deed, Matter or Thing whatsoever, already, or any Time hereafter to be had, made, done, committed or wittingly or willingly suffered by the said J. P. to the contrary) shall and will within one Month next after the making of such Decree for Payment of the said Arrears of the said Annuity to the said J. P. or his Assigns as aforesaid, well and truly pay thereout unto the said R. G. his Executors, Administrators or Assigns, the said full Sum of 600*l.* of lawful Money of Great Britain, (together with Interest for the same from the Date hereof, and until full Payment thereof, after the Rate of 5*l. per Cent. per Annum*), in Part of the said Debt or Sum of 1330*l.* so now due to him as aforesaid; **And** that without making any Deduction or Abatement whatsoever, for Taxes, Charges or otherwise howsoever, and also that (in case he the said T. P. Party hereto, his Heirs or Assigns, shall by the said Court of Chancery be decreed to pay, or that the said Annuity of 300*l. per Annum*, or any Part thereof, shall any otherwise be confirmed or made payable to the said J. P. or his Assigns, during his Life), then and in such case (after Payment of the said Sum of 600*l.* and Interest, out of such Arrears so to be decreed in Manner as aforesaid), **He** the said T. P. Party hereto, his Heirs or Assigns, (notwithstanding any such Act or Thing to be so done by the said J. P. as aforesaid), shall and will from the Time of making or pronouncing such Decree or other Confirmation of the said Annuity of 300*l. per Annum*, or any Part thereof, unto the said J. P. or his Assigns, well and truly pay the same unto the said R. G. his Executors, Administrators or Assigns, for and during, and until such Time only as so much or the remaining Part of the said Debt or Sum of 1330*l.* as shall then appear due to the said R. G. his Executors or Assigns, together with Interest for the same, to be computed from the Date hereof, after the Rate aforesaid, until Payment thereof, and together also with all his and their reasonable Costs, Charges and Expences, touching or any ways relating or concerning the Recovering and Receiving of the herein before mentioned Annuity and Arrears thereof, or of any Part

and to receive the Premises assigned, &c.

Covenant to pay Part of the Debt on the Decree of the Arrears.

And the Remainder of the Debt,

and Costs.

Part

Proviso to
make void
these Presents
on Payment.

Satisfaction to
be acknow-
ledged on Re-
cord, and
Bond assigned
or cancelled.

Covenant that
the Assignee
has done no
Act to incum-
ber the An-
nuity and Ar-
rears,
nor will re-
ceive any Part
thereof, nor
revoke the said
Letter of At-
torney, &c.
till the whole
Debt is paid,

and that the
Assignee shall
peaceably en-
joy said An-
nuity.

Further As-
surance.

Part thereof, by Virtue of any Power hereby given, shall be to him and them fully paid and satisfied, together with like Interest, according to the true Intent and Meaning of these Presents. **Provided** always, **And** these Presents are upon this Condition nevertheless, **And** it is hereby agreed and declared by and between all the Parties hereunto, and the true Intent and Meaning of them and of these Presents, is, and are, that if and in case such Decree shall be made by the said Court of Chancery or otherwise, for Payment of the Arrears of the said Annuity or of any Part thereof, and that if the said Annuity of 300*l. per Annum*, or any Part thereof, shall by such Decree or otherwise be confirmed unto the said *J. P.* or his Assigns, during his Life as aforesaid; that then and in such Case, if he the said *J. P.* Party hereto, his Executors, Administrators or Assigns, (by Virtue of the Direction aforesaid) shall and do pay unto the said *R. G.* his Executors, Administrators and Assigns, the said hereby assigned Sum of 600*l.* with Interest, in Manner as aforesaid, (in Part of the said Debt of 1330*l.* so due to him as aforesaid), and also that then and in such Case, if he the same *J. P.* his Heirs or Assigns, shall and do well and truly pay or cause to be paid the said herein before assigned Annuity unto him the said *R. G.* his Executors, Administrators or Assigns, for and during, and until such Time only, as so much or the Residue of the said Debt or Sum of 1330*l.* or any Part thereof, as shall then appear due to the said *R. G.* his Executors, Administrators or Assigns, together with such Interest, and together also with all his and their Costs and Charges, touching the Recovering and Receipt thereof, in such Manner as is herein before mentioned and expressed concerning the same; **And** if and in case he the said *J. P.* or his Assigns, at any Time, either before or after the making such Decree or otherwise, for Payment of the said Arrears, and Confirmation of the said Annuity or any Part thereof to him or them in Manner aforesaid, shall and do well and truly pay or cause to be paid unto the said *R. G.* his Executors, Administrators or Assigns, as well the said Sum of 1330*l.* as also all such Interest, Costs and Charges in Manner as aforesaid, or of so much of the same Sum, Interest and Charges, as shall at any Time then after remain and appear to be due to him and them; that then and from thenceforth, in any or either of the Cases aforesaid, these Presents and every Grant, Article, Covenant, Direction, Agreement, Matter and Thing herein contained shall be utterly void, null and of no Effect; **And** that then also, he the said *R. G.* his Executors, Administrators or Assigns, at the Request, Costs and Charges of the said *J. P.* his Executors, Administrators or Assigns, shall and will acknowledge Satisfaction upon the Record of the herein before mentioned Judgment, and also assign the herein before recited Bond to the said *J. P.* his Executors, Administrators or Assigns, or else deliver up the said Bond to him or them to be cancelled; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *J. P.* for himself, &c. doth Covenant, &c. to and with the said *R. G.* his, &c. by, &c. in Manner as follows, (that is to say) That he the said *J. P.* hath not at any Time heretofore made, done, committed, executed or wittingly or willingly suffered, nor shall or will at any Time hereafter do, commit, or willingly suffer any Act, Matter or Thing whatsoever, whereby, wherewith, or by Reason or Means whereof the said hereby assigned Arrears of 600*l.* Interest, Annuity and Premises, or any Part or Parts thereof, are or is, or shall or may be in any wise prejudiced, assigned, released, discharged or incumbered in Title, Estate, or in any other Manner howsoever; **And** also that he the said *J. P.* his Executors or Administrators, shall not nor will at any Time receive any Part of the hereby assigned Annuity and Arrears of 600*l.* or Interest thereof, nor revoke or make void the above mentioned Letter of Attorney, or any Power or Authority hereby given, until such Time as the said Sum of 1330*l.* together with all Interest, Costs and Charges touching the Recovery and Receipt thereof in Manner as aforesaid, shall be fully paid and satisfied to the said *R. G.* his Executors, Administrators and Assigns, according to the true Intent and Meaning of these Presents; **And further also**, that until such Time as full Payment shall be made to the said *R. G.* his Executors and Assigns, of the said Sum of 1330*l.* together with all Interest, Costs and Charges touching the Recovering and Receiving thereof in Manner as aforesaid, it shall and may be lawful to and for the said *R. G.* his Executors, Administrators and Assigns, (from the Time of Confirmation of the said Annuity by such Decree or otherwise, unto the said *J. P.* as aforesaid, during the Life of the said *J. P.* peaceably and quietly to have, hold, receive, take and enjoy the said hereby assigned Annuity, without any Let, Suit, Trouble or Interruption, of or by him the said *J. P.* or his Assigns, or of or by any other Person or Persons whatsoever lawfully claiming or to claim the same, by, from or under him, them, or any of them; **And lastly**, that he the said *J. P.* and his Assigns during his Life, shall and will at any Time, upon the reasonable Request of the said *R. G.* his Executors or Assigns, (but at the Costs and Charges of the said *J. P.* until such Time only as the said Sum of 1330*l.* together with all Interest, Costs and Charges touching the Recovery and Receipt thereof as aforesaid, shall be to him and them fully paid and satisfied according to the true Intent and Meaning of these Presents,) make, do and execute, or cause and procure to be made, done

and executed, any further and other lawful and reasonable Acts and Things in the Law whatsoever, as well for the Corroborating and Strengthening of these Presents, as also for the further and better Assigning of the said hereby assigned Arrears of 600*l.* Interest, Annuity and Premises, (**Subject nevertheless** to the Proviso herein before mentioned touching the same,) unto the said R. G. his Executors, Administrators and Assigns, for and during the Life of him the said J. P. as by his or their Counsel, &c. shall in that Behalf be reasonably devised, &c. **In Witness, &c.**

An Assignment of an Annuity for Life given by Will to the Assignor for Life.

THIS Indenture made, &c. **Between** E. M. of — of the one Part, and J. A. Recital of a
of —, of the other Part, **witnesseth, That whereas** M. M. late of —, deceased, Will.
did by his last Will and Testament in Writing, give, grant, devise and bequeath unto the
said E. M. an Annuity, yearly Sum or annual Rent of 40*l.* of good, &c. to be issuing, pay-
able and yearly going out of all and every the Manors, Messuages, Lands, Tenements and
Hereditaments of him the said M. M. whatsoever, and wheresoever the same lie, and to be
paid yearly and every Year, from and after his Decease, unto the said E. M. for and during the
natural Life of the said E. M. with a Power of Distress to and for the said E. M. for Non-
payment thereof, or for any Part or Parcel thereof, as in and by the same last Will and Testa-
ment may more fully appear; which said Annuity, Sum or yearly Rent of 40*l.* hath ever
since the Death of the said M. M. been satisfied and paid unto him the said E. M. according
to the Tenor, Purport, and true Intent and Meaning of the said Will: **Now this Inden-**
ture further witnesseth, That the said E. M. for and in Consideration of the Sum of —,
unto him in Hand paid by the said J. A. before the Sealing and Delivering hereof, the Re-
ceipt whereof the said E. M. doth hereby acknowledge, and thereof and therefrom doth acquit
and discharge the said J. A. his Executors, &c. and every of them, by these Presents; and
also for divers other good Causes and Considerations him thereunto moving, he the said E. M.
hath granted, bargained, sold, assigned and set over, and by these Presents **doth, &c.** unto the
said J. A. and his Assigns, **All** and every Part of the aforesaid yearly Sum or annual Rent of
40*l.* of good, &c. and all the Estate, Right, Title, Interest, Liberty, Benefit and Power of
Distress and Distresses, Use, Possession, Claim and Demand whatsoever, which he the said
E. M. now hath, or may, or in any wise ought to have of, in, or unto or for the said An-
nuity or yearly Sum or annual Rent of 40*l.* before mentioned; **To have and to hold,**
receive, perceive, enjoy and take the said Annuity or yearly Sum or annual Rent of 40*l.* and
all the Estate, Right, Title and Interest, Liberty, Benefit and Power of Distress and Distresses,
Use, Possession, Claim and Demand whatsoever of him the said E. M. of, in and unto the
said annual Rent of 40*l.* and of, in and unto every Part and Parcel thereof as aforesaid, unto
the said J. A. and his Assigns, immediately from and after the making of these Presents, for
and during all the Term and Time of the natural Life of the said E. M. and in as large, ample
and beneficial a Manner, to all Intents and Purposes, as he the said E. M. may, can, might,
could, should or ought to have or enjoy the same Annuity, yearly Sum or annual Rent of 40*l.*
(Add a Covenant for peaceable receiving, &c. the Annuity; and that it is free from Incumbrances.
Vide before, and Tit. Covenants.) **In Witness, &c.**

*An absolute Assignment of the fourth Part of two Annuities given by Will, from the
Son of one of the Daughters and Coheiresses of the Legatee.*

THIS Indenture made, &c. 1690, **Between** — of the one Part, and H. H. of, Recital of a
&c. and R. S. of, &c. of the other Part. **Whereas** J. H. of, &c. did in and by his Will.
last Will and Testament under his Hand and Seal bearing Date, &c. give and bequeath unto
his Cousin M. H. one yearly Annuity of 10*l.* of lawful, &c. to be issuing and payable out
of all his Lands, Tenements and Hereditaments in, &c. **To have, hold, receive** and enjoy
the said Annuity of 10*l.* unto the said M. V. and to the Heirs of her Body, lawfully to be
begotten; and for Default of such Issue, to the Heirs of the Body of his Cousin E. V. Sister
to the said M. V. and also did in and by his said last Will and Testament give and bequeath,
out of the said Lands, Tenements and Hereditaments, unto the said E. V. and to the Heirs
of her Body lawfully to be begotten, one other yearly Annuity of 10*l.* of lawful, &c. and for
Default of such Issue, to the Heirs of the Body of the said M. V. lawfully begotten; as by the
said Will, Relation being thereunto had, more at large appears: **And whereas** some Time Testator's
after the making of which said Will the said J. H. died: **And whereas** the said M. V. inter- Death.
married with T. S. and afterwards died, leaving four Daughters and Coheiresses, one whereof Legatee's
was Jane, deceased, who was married to D. Father of the said J. D. Party to these Presents, Marriage, and
Issue four
and Daughters,
PART II, 5 C

one the Release of the said *J. D.* who is Son and Heir of the said *Jane*, by Virtue whereof he is intitled to a fourth Part and Share of the said Annuity or Rent-Charge of 10*l.* per Ann. in Possession, and to a fourth Part and Share of the said Annuity of 10*l.* per Ann. in Remainder or Reversion, after the Death of the said *E. V.* without Heirs of her Body, which said *E. V.* is now *E. B.* Widow: **Now this Indenture witnesseth**, That for and in Consideration of the Sum of 60*l.* of lawful, &c. to the said *J. D.* in Hand, &c. well and truly paid by the said *H. H.* and *R. S.* the Receipt, &c. he the said *J. D.* hath granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c. unto the said *H. H.* and *R. S.* their Heirs and Assigns, **All** that the said fourth Part, Share and Proportion, and every Part, Proportion and Share of him the said *J. D.* of or in the said Annuities or Rent-Charges of 10*l.* per Ann. in Possession, and of 10*l.* per Ann. in Remainder or Reversion after the Death of the said *E. B.* without Heirs of her Body, issuing and going out of the Lands, Tenements and Hereditaments before mentioned, and also all the Estate, Right, Title, Interest, Claim and Demand of him the said *J. D.* as Son and Heir of the said *Jane*, one of the Daughters and Coheiresses of the said *M. V.* deceased, of, in and to the said Annuities or Rent-Charges, or either of them, or any other Annuity or Rent-Charge, by Force, Virtue and Means of the said last Will and Testament of the said *J. H.* deceased, or otherwise howsoever, together with the Benefit and Advantage of Distress for the same, and all other Benefits and Advantages to the said Annuity or Rent-Charges belonging, or in any wise appertaining, in as large and beneficial Manner as he the said *J. D.* could or might enjoy the same, had these Presents never been made; **To have**, hold and yearly to receive the said fourth Part, Share, Proportion, and all and every other the Part, Proportion and Share of him the said *J. D.* of, in and to the said Annuities or Rent-Charges of 10*l.* per Ann. in Possession, and 10*l.* per Ann. in Remainder or Reversion after the Death of the said *E. B.* without Heir of her Body, unto the said *H. H.* and *R. S.* their Heirs and Assigns, To the only Use and Behoof of them the said *H. H.* and *R. S.* their Heirs and Assigns for ever: **And whereas** the said *J. D.* did in *Hilary* Term last past levy and acknowledge in due Form of Law, before their Majesties Justices of the Court of Common Pleas at *Westminster*, unto the said *H. H.* and *R. S.* and the Heirs of one of them, one Fine *sur Conuſance de droit come ceo*, &c. with Proclamations thereupon had, or intended to be had, according to the Statute in that Case made and provided, and the usual Course of Fines in such Case used, of all his Part, Share and Proportion of the said Annuities or Rent-Charges of 10*l.* per Ann. in Possession, and 10*l.* per Ann. in Reversion or Remainder after the Death of the said *E. B.* without Issue, by the Name of 5*s.* Rent issuing out of seven Houses in the Parish of *St. Nicholas Cole-abbey*, alias *Golden-abbey*, in *London*, or by some other Name, Certainty or Description: **Now this Indenture further witnesseth**, and the said *J. D.* for himself and his Heirs, doth hereby acknowledge and declare, that the true Intent and Meaning of the said Fine was, at the Time of the levying thereof, and still is, and it is by these Presents, and by all the said Parties hereunto declared, that the said Fine, and all Effects thereof, and all other Fine and Fines heretofore levied and acknowledged, or hereafter to be levied and acknowledged by the said *J. D.* of his said Part and Share of the said Annuities or Rent-Charges in Possession and Remainder or Reversion shall be and enure, and shall be construed and taken to have been, and from the levying thereof to be and enure to the only Use and Behoof of the said *H. H.* and *R. S.* their Heirs and Assigns for ever, and to no other Use, Intent or Purpose whatsoever. **And** the said *J. D.* for himself, his Heirs, Executors and Administrators, doth covenant, &c. in Manner and Form following, *viz.* That he the said *J. D.* hath in himself good Right, full Power, and lawful and absolute Title and Authority to grant, bargain and sell, the said fourth Part and Share of the said two several Annuities or Rent-Charges unto the said *H. H.* and *R. S.* and their Heirs, according to the true Intent and Meaning of these Presents; **And** that they the said *H. H.* and *R. S.* their Heirs and Assigns, shall and may peaceably and quietly have, hold, receive and enjoy the said fourth Part and Share of the said two several Annuities or Rent-Charges, without any lawful Let, Eviction, Interruption or Disturbance, of or by him the said *J. D.* his Heirs, Executors, Administrators or Assigns, or of or by any other Person or Persons lawfully claiming or to claim any Estate, Right, Title or Interest in and to the said fourth Part and Share hereby granted, or intended to be hereby granted of the said two several Annuities or Rent-Charges, or either of them; **And also** that he the said *J. D.* and his Heirs, shall and will at the Request, Costs and Charges of the said *H. H.* and *R. S.* their Heirs or Assigns, at any Time within the Space of 10 Years next ensuing the Date of these Presents, make, do, acknowledge, levy, suffer, and execute, and cause to be made, done, &c. all and every such further and other lawful and reasonable Act and Acts, Devises, Assurances and Conveyances in the Law whatsoever, for the farther and better conveying and assuring the said fourth Part and Share of the said two several Annuities or Rent-Charges unto and to the Use of them the said *H. H.* and *R. S.* their Heirs and Assigns, according to the true Intent and

and Meaning of these Presents, so as by their or any of their Counsel learned in the Law, shall be reasonably devised or required; and so as no Person or Persons for doing or suffering thereof be compellable to travel further than the Cities of London or Westminster. In Witness whereof, &c.

An Assignment of two Annuities granted to a Man by Fine sur Grant and Render, with proper Covenants.

THIS Indenture made, &c. Between *W. G.* of, &c. of the one Part, and *R. P.* of, &c. of the other Part, Witnesseth, That whereas *W. H.* of, &c. Fine. and *M.* his Wife, by one Fine sur Grant and Render levied before the King's Majesty's Justices of his Common Bench at Westminster in the Term of, &c. Between the said *W.* and *M.* Plaintiffs, and *J. F.* Esq; and *B.* his Wife, the said *W. G.* and *E.* his Wife, Defendants, the said *W. H.* and *M.* his Wife, did grant to the said *W. G.* a certain yearly Rent of 6*l.* issuing out of one Messuage and one Shop with the Appurtenances in *W.* in the Parish of, &c. in the Tenure and Occupation of *R. P.* and the same in the said Court did render to the said *W. G.* to have and perceive the said annual Rent of 6*l.* to the said *W. G.* and his Heirs, at the Feasts of, &c. by equal Portions yearly to be paid; and if it happen the said yearly Rent of 6*l.* or any Part thereof, to be behind in Part or in all, after any Feast of the Feasts aforesaid, in which it ought to be paid by the Space of 40 Days if it be asked, that then the said *W. H.* and *M.* and the Heirs of the same *W.* shall forfeit to the said *W. G.* and his Heirs 10*s.* in the Name of a Pain, so often as the said yearly Rent of 6*l.* or any Parcel thereof shall be so behind; and that then and so often it shall be lawful to the said *W. G.* and his Heirs into the said Messuage and Shop with the Appurtenances to enter and distrain, and the Distress so there taken lawfully to carry and drive away, and with him to keep until he shall be satisfied and paid as well the said yearly Rent of, &c. with the Arrearages thereof (if any shall be,) as of the said 10*s.* forfeited in the Name of a Pain; And also the said *W. H.* and *M.* did likewise grant by the same Fine to the said *W. M.* one other yearly Rent of 9*l.* 13*s.* 4*d.* going out of the Messuage, and one Shop with the Appurtenances in *W.* in the said Parish of, &c. in the Tenure or Occupation of *T. B.* and the same did render, &c. to have, &c. And if it happen, &c. (a Nomine Penae of 10*s.* &c. and a Distress, &c.) And also the said *W. H.* and *M.* did grant to the above named *J. F.* and *B.* a certain yearly Rent of 8*l.* issuing out of two Messuages and three Shops with the Appurtenances in *W.* and *W.* in the Parish of, &c. in the several Tenures of, &c. and the same to them did render in the said Court, to have, &c. (Nomine Penae, and Distress ut supra, &c.) as by the said Fine amongst other Things therein contained more plainly will appear: Now the said *W. G.* for and in Consideration of the Sum of, &c. whereof, &c. hath bargained, sold and assigned, and by, &c. doth bargain, sell and assign to the said *R. P.* and his Heirs for ever, all the said several yearly Rents issuing out of the said several Messuages and Shops aforesaid, and all and every the Pain and Pains to be forfeited for Non-payment of the said several yearly Rents and Pains aforesaid, and of every of them; To have, hold, perceive, receive and enjoy all and every the said yearly Rents at the said several Feasts aforesaid, as the same Rents shall grow due and payable, and also the said Pain and Pains to be forfeited for Non-payment of the said yearly Rents, or any of them as aforesaid, unto the said *R.* his Heirs and Assigns for ever, to and for the only Use of the said *R.* and of his Heirs and Assigns for ever; And the said *W. G.* doth covenant, &c. that he the said *W. G.* and his Heirs, shall and will acquit and discharge, or otherwise from Time to Time save and keep harmless as well the said *R.* his Heirs and Assigns as the said several yearly Rents, and of every of them, of and from all and singular former Bargains, &c. had, made, done or procured by the said *W.* or by his Consent, Knowledge or Procurement: And further, that he the said *W.* and the said *E.* his Wife, and the Heirs of the same *W.* and all and every other Person and Persons, having or which shall have or lawfully claim to have any former Estate, Right, Title or Interest, in or to the said several yearly Rents, or any of them, or any Part of the said several yearly Rents, by, from or under the Estate of the said *W.* from Time to Time, upon reasonable Request within five Years next coming, at the Costs and Charges of the said *R.* his, &c. shall and will do, make, acknowledge and suffer, and cause, &c. all and every such further, lawful and reasonable Act or Acts, Thing and Things, for the further or better Surety, Assurance and sure making of the said several yearly Rents, and every of them, and the Pain and Pains to be forfeited as aforesaid, to be had and made sure to the said *R.* his, &c. to his and their own Use and Uses for ever, as by the said *R.* shall be lawfully and reasonably devised, advised and required; And further, that he the said *R.* his, &c. from henceforth for ever shall or lawfully may have, take, receive and enjoy the said several yearly Rents, and every of them, and all and every Pain and Pains which shall happen

And the Rent granted thereby with Nomine Penae and Distress.

Another Rent granted thereby, with like Remedy for gaining thereof.

Consideration, Assignment of the Rents, and Remedies for Non-payment.

Habendum.

Covenant to save harmless from Incumbrances.

For further Assurance.

And quiet enjoying.

happen to be forfeited as aforesaid, without any Let, Trouble or Interruption of the said *W.* or his Heirs, and without any lawful Let, Trouble, Interruption or Molestation of any other Person or Persons, having or which shall have any Estate or Interest in or to the said several yearly Rents, or any of them, by or from the said *W. G.* or by or under his Estate or Interest.
In Witness, &c.

An Assignment of an Annuity granted by way of Mortgage, and a Judgment given for the better securing thereof by a Trustee, and a Confirmation thereof by an Executor, another Trustee, in Trust for better securing a Sum of Money lent on a Mortgage.

THIS Indenture *Quinquartite*, made, &c. **Between** *A. B.* of, &c. of the first Part, *C. D.* of, &c. the only acting Executor of the last Will and Testament of *D. B.* late of, &c. deceased, of the second Part, *E. F.* of, &c. of the third Part, *G. H.* of, &c. of the fourth Part, and *J. K.* of, &c. of the fifth Part. **Whereas** by Indenture bearing Date, &c. and made or mentioned to be made between the said *J. K.* of the one Part, and the said *A. B.* by the Name of, &c. of the other Part, for the Consideration of 1100*l.* therein mentioned to be paid by the said *A. B.* to the said *J. K.* he the said *J. K.* did give and grant unto the said *A. B.* his, &c. one Annuity or yearly Rent of 200*l.* of, &c. issuing and going out of all those Messuages, &c. of him the said *J. K.* situate, &c. and out of all other the Messuages, &c. whatsoever of him the said *J. K.* in, &c. *To have, &c.* the said Annuity or yearly Rent of 200*l.* free, &c. unto the said *A. B.* his, &c. for and during the Term of 99 Years from thenceforth, &c. if the said *J. K.* and *A. B.* do and shall jointly so long live, to be paid by equal Quarterly Payments, that is to say, At, &c. at or in the common Dining-Hall of the *Inner Temple, London*; the first Payment thereof to begin and to be made at the said Feast of, &c. next ensuing the Date thereof; and if it should happen that the said Annuity or yearly Rent of 200*l.* to be behind, &c. (*Clause of Distress*) in which Indenture is contained a Proviso, that in Case the said *J. K.* should at any Time after one Year from the Date thereof be minded or desirous to determine and make void the said Term, and should give six Months Notice in Writing to the said *A. B.* that then and in such Case, on Repayment of the said 1100*l.* and discharging the Arrears of the said Annuity, and the said Annuity, unto the then next Quarter-Day, unto the said *A. B.* or his Assigns, the said Term of 99 Years should cease and be void, as by, &c. Relation, &c. **And whereas** the said Sum of 1100*l.* so as aforesaid paid to the said *J. K.* was the proper Money of the said *D. B.* and the Name of the said *A. B.* was used in the same Indenture only, in Trust for the said *D. B.* **And whereas** the said *D. B.* is since dead, having first made and duly published his last Will and Testament, and appointed *L. M.* and the said *C. D.* Executors thereof, which said *C. D.* has alone proved the said Will, and taken upon himself the Burden and Execution thereof: **And whereas** the said *J. K.* did in — Term in the said Year of our Lord — confess or suffer Judgment to the said *A. B.* in his Majesty's Court of — for 2000*l.* Debt, besides Costs of Suit, which is defeasanced to be for the better securing the Payment of the Annuity or yearly Rent of 200*l.* **Now this Indenture witnesseth**, That for and in Consideration of the Sum of 1400*l.* 2*s.* 2*d.* being in full of all Arrears of the said Annuity and of the said 1100*l.* and Interest by the said *G. H.* and of 5*s.* by the said *E. F.* to the said *C. D.* and of 5*s.* a-piece by the said *E. F.* and *G. H.* to the said *A. B.* at, &c. the Receipt of which said several Sums of 1400*l.* 2*s.* 2*d.* 5*s.* 5*s.* and 5*s.* they the said *C. D.* and *A. B.* do hereby respectively acknowledge, and thereof, &c. the said *G. H.* and *E. F.* their, &c. he the said *A. B.* by the special Order and Direction of the said *G. H.* and by the Consent and Approbation of the said *C. D.* and the said *J. K.* testified, &c. **Both** assigned, transferred and set over, given and granted, and by these Presents **Doth** assign, &c. unto the said *E. F.* his, &c. the said Annuity or yearly Rent of 200*l.* of, &c. issuing and going, and to be issuing out of all the Messuages, &c. in the above recited Indenture of Grant mentioned, together with the said recited Indenture, and all the Benefit and Advantage thereof, or which can or may be made thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said *A. B.* of, in, to and out of the same, together with the said Judgment, and all Money thereon due and recoverable, and all the Benefit and Advantage that can or may be made thereof, with full Power to sue for and recover the same: **And** the said *C. D.* doth hereby ratify and confirm unto the said *E. F.* his, &c. the said Annuity or yearly Rent of 200*l.* of, &c. and also the said Deed or Grant herein above recited, and all the Benefit thereof; **To have and to hold**, receive, perceive and take the said Annuity or yearly Rent of 200*l.* free and clear of and from all and all Manner of Taxes, Charges, Impositions and Deductions whatsoever, imposed or to be imposed by Authority of Parliament, or otherwise howsoever,

Recital of the Grant of the Annuity by way of Mortgage.

Proviso to make the Annuity void on Re-payment of the Consideration Money.

The Money paid for granting the Annuity was the Money of *D. B.* who is dead.

That a Judgment is confessed for better securing the said Annuity.

Grant.

Power to sue. Confirmation.

Habendum.

unto the said *E. F.* his, &c. together with the said Judgment and Benefit thereof; **In Trust** In Trust. nevertheless for the said *G. H.* his, &c. **And** the better to secure the Payment of the Sum of 8000*l.* and Interest, advanced by the said *G. H.* to the said *J. K.* upon a Deed of Mortgage of the said Premises, bearing even Date with these Presents, and made between the said *J. K.* and *L.* his Wife of the one Part, and the said *G. H.* of the other Part; **And** the said *A. B.* for himself, his, &c. (Covenant that no *Aet* is done to incumber. See before.) **In Witness,** &c.

A common Assignment of Exchequer Annuities, Orders and Tallies.

TO all, &c. *L. L.* of, &c. sends Greeting. **Know ye,** That for and in Consideration of the Sum of ——— *l.* of, &c. to the said *J. L.* at, &c. by *A. A.* of, &c. well and truly paid, the Receipt, &c. **He** the said *J. L.* hath sold, transferred and set over, and by these Presents **Doth,** &c. unto the said *A. A.* several Orders bearing Date, &c. made unto and in the Name of the said *J. L.* by Virtue and in Pursuance of an Act of Parliament made and passed in the ——— Year of the Reign of, &c. intituled, &c. in Consideration of the respective Sums therein mentioned, paid by the said *J. L.* into the Receipt of his Majesty's Exchequer for the same, which said Orders are of the several Numbers, and for the several Annuities or yearly Sums, payable by four equal Quarterly Payments for the Term of 32 Years, to be computed from the, &c. as follows, viz. one Number, together with the several Tallies made and struck for the Purchase Money of the said respective Annuities, and of every of them; and also the said several Annuities or yearly Sums payable by or upon the said Orders respectively during the Residue of the said Term of 32 Years; and all the Benefits arising thereby, and by any of them, and all the Estate, Right, Title and Interest, Property, Claim and Demand whatsoever of him the said *J. L.* of, in and to the said several Orders, Tallies and Annuities aforesaid, and every of them, in any Manner of wise; **To have,** hold, receive and enjoy the said several Annuities, and every of them, and every Part thereof, unto the said *A. A.* her, &c. to her and their own proper Use and Uses for and during the Rest and Residue of the said Term of 32 Years yet to come and unexpired, free and clear of all Charges and Incumbrances made, done or committed by him the said *J. L.* or by any other Person or Persons whatsoever. **In Witness,** &c.

An absolute Assignment of three Exchequer Annuities for 99 Years, payable out of Duties granted by Act of Parliament.

TO all People, &c. *I J. P.* of &c. send, Greeting. **Whereas** by Virtue of an Act Recital of an Act of Parliament made in the fourth Year of the Reign of Queen *Anne*, intituled, An Act Act of Parliament. for continuing the Duties on low Wines and Spirits of the first Extraction, and the Duties payable by Hawkers, Pedlars and Petty Chapmen, and Part of the Duties on stamp'd Vellum, Parchment and Paper, and the late Duties on Sweets, and the one third Subsidy of Tonnage and Poundage, and for settling and establishing a Fund thereby, and by the Application of Establishing a Fund for Payment of Annuities, &c. certain Overplus Monies and otherwise for Payment of Annuities, to be sold for raising a further Supply to her Majesty for the Supply of the Year 1707. and other Uses therein expressed; and by Virtue of 12 several Tallies and three several Orders, levied and made out at the Receipt of her Majesty's Exchequer, according to the antient and accustomed Usage of the said Receipt of Exchequer, **I** the said *J. P.* in Consideration of the several Sums of Money mentioned to be paid by me in the said several Orders, am intituled to receive out of the several Duties granted by the said Act of Parliament, or otherwise, three several Annuities or yearly Sums, making together 50*l.* per Hundred, by Quarterly Payments, for and during and until the full Term and Expiration of 99 Years, commencing from the 25th Day of March 1707. therein mentioned, as in and by the said several Exchequer Orders is directed, that is to say, by one Order bearing Date the 7th Day of November 1707. N^o 1758. the yearly Sum of 10*l.* by one other Order bearing Date the said 7th Day of November 1707. N^o 1764. the yearly Sum of 20*l.* and by one other Order bearing Date the said 7th Day of November 1707. N^o 1766. the yearly Sum of 20*l.* as in and by the said Tallies and Orders, Relation being thereunto respectively had, may more fully appear: **Now know ye,** that for and in Consideration of the Sum of 400*l.* of, &c. to me the said *J. P.* in Hand, &c. by *J. Q.* of, &c. the Receipt, &c. **I** the said *J. P.* have sold, assigned, transferred and set over, and by these Presents **Do** fully and absolutely sell, assign, &c. unto the said *J. Q.* his Executors, Administrators and Assigns, **All** and every the aforesaid several Annuities of 10*l.* 20*l.* and 20*l.* together with all and every the Tallies and Orders herein before mentioned, and all the Estate and Estates, Right, Title, Interest, Term and Terms of Years, Claim and Demand of me the said *J. P.* of, in, **unto**

unto and out of the same; **To have, hold** and enjoy the said several Annuities, Tallies, Orders and Premises above mentioned, unto the said *J. Q.* his Executors, Administrators and Assigns, to and for their own Use and Benefit, for and during all the Rest and Residue now to come and unexpired of the said Term of 99 Years, in as full, ample and beneficial Manner, as he the said *J. P.* might or could have enjoyed the same if these Presents had not been made. **In Witness, &c.**

An absolute Assignment of five Exchequer Annuities, payable by Virtue of an Act for carrying on the War.

Recital of
Exchequer
Annuities.

Annuities as-
signed.

Covenant that
Annuities are
not incum-
bred, nor will
the Assignor
incumber the
same.

Whereas *A. B.* of, &c. by Virtue of an Act of Parliament made and passed in the second Year of her Majesty's Reign, intituled, An Act for granting an Aid to her Majesty for carrying on the War, and other her Majesty's Occasions, by selling Annuities at several Rates, and for such respective Terms and Estates as therein mentioned, and in Pursuance of his paying into the Receipt of her Majesty's Exchequer five several Sums of — is become legally possessed and intituled to five several Annuities or yearly Sums of 100*l.* payable Quarterly to him or his Assigns for the Term of 99 Years, commencing from — as appears by five several Orders bearing Date, &c. **Now these Presents witness,** that the said *A. B.* for and in Consideration of the Sum of — of, &c. to him in Hand paid at, &c. by *C. D.* the Receipt whereof the said *A. B.* doth hereby acknowledge accordingly, **Hath** granted, bargained, sold, assigned, transferred and set over, and by these Presents **Doth** fully and absolutely grant, &c. unto the said — his Executors, Administrators and Assigns, **All** his the said *T. F.*'s Right, Title and Interest of, in and to the said five several Orders (which are N^o 1239. N^o 1240. N^o 1241. N^o 1242. and N^o 1243.) and five several Annuities or yearly Sums of 100*l.* payable thereby, and also in and to the several Tallies relating to the said Orders; **To have and to hold** the said five several Orders and several Tallies relating to the same, and several Annuities or yearly Sums of 100*l.* payable thereby unto the said *C. D.* his Executors, Administrators and Assigns, from the — for and during all the Rest and Residue of the said Term of 99 Years then to come and unexpired. **And** the said *A. B.* **Doth** hereby for himself, his Heirs, Executors and Administrators, covenant and agree to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *A. B.* hath not done, committed, or wittingly suffered; and that he, his Executors or Administrators, shall not, nor will at any Time hereafter do, commit or wittingly suffer any Act, Matter or Thing whereby to charge or incumber the Premises hereby assigned, or any Part thereof; **But** that he, his Executors and Administrators, shall and will at any Time or Times hereafter, at the Request, Costs and Charges of the said *C. D.* his Executors, Administrators and Assigns, make, do and execute, or cause and procure to be made, done and executed, all such further Acts and Things whatsoever for the better Assigning and Assuring of the said five several Annuities or yearly Sums of 100*l.* unto him the said *C. D.* his Executors, Administrators and Assigns, and also for enabling him and them to recover and receive the same to his and their own Use and Uses, as shall be reasonably required. **Witness** his Hand and Seal the — *Anno Domini* —

Another Assignment of several Exchequer Annuities granted by several other Acts of Parliament to several Uses, taken out of a Marriage Settlement.

Recital of the
four Annu-
ties.

AND whereas the said *T. G.* did purchase and is intituled unto two several Annuities or yearly Payments, each for 14*l.* per Year, payable for the Residue of the Term of 96 Years, to be reckoned from the 25th of *January* 1695. out of her Majesty's Treasury, arising by an Act of Parliament passed in the 5th and 6th Years of the Reign of their late Majesties King *W.* and Queen *M.* intituled, An Act for granting to their Majesties several Rates and Duties upon Tonnage, &c. as by two several Tallies and two several Orders, each bearing Date the, &c. may appear; **Which** said two Annuities of 14*l.* were formerly purchased by the said *T. G.* for the Term of his Life, pursuant to a former Act of Parliament: **And whereas** in Pursuance of one other Act of Parliament passed in the fourth Year of the Reign of her present Majesty Queen *A.* intituled, An Act for granting an additional Subsidy of Tonnage, &c. and other Uses therein mentioned, the said *T. G.* did purchase, and is intituled unto another Annuity or yearly Sum of 25*l.* to be paid Quarterly for and during the Term of 99 Years, to commence from the 25th Day of *March* 1706. as by the several Tallies for the same, as also by one Order bearing Date the 9th Day of *March* 1705. may appear: **And whereas** the said *T. G.* did also purchase and is intituled unto one other Annuity or yearly Sum of 100*l.* payable to the said *T. G.* for the Term of 99 Years, to commence from the 25th Day of *March* next before the Date of these Presents, by Quarterly Payments, pursuant to an Act of Parliament

Parliament passed in the 7th Year of her Majesty's Reign, intituled, &c. and other Uses therein expressed; as by several Tallies and one Order for the same, bearing Date, &c. may appear: **Now this Indenture further witnesseth**, That the said T. G. for the Considerations afore-
 said, hath granted, bargained, sold, assigned, transferred and set over, and by these Presents
 Doth grant, &c. unto the said H. S. and J. I. their Executors, &c. The said several An-
 nuities or yearly Sums of 14*l.* and also the said other Annuities of 25*l.* and 100*l.* amounting
 in the whole to the Sum of 153*l.* per Ann. and all Tally and Tallies, Order and Orders made
 out for the same, and every of them, unto the said T. G. his Executors, Administrators and
 Assigns, for the said several Terms of 96 Years, and the said several Terms of 99 Years re-
 spectively, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him
 the said T. G. of, in and to the said several Annuities, and every of them, and of, in and to
 all the said Tally and Tallies, Order and Orders for the same, and of, in and to all Benefit and
 Advantage arising or growing due from, or any or either of them, or out of the same, or out
 of the several Funds appointed for Payment of them, every or any of them, by Virtue of the
 said several recited Acts of Parliament, or any other Act or Acts of Parliament, or otherwise
 howsoever; **To have and to hold** the said several Annuities of 14*l.* and the said Annuity
 of 25*l.* and the said Annuity of 100*l.* and every of them, and all the said Tally and Tallies,
 Order and Orders, and all and singular the last mentioned Premises, unto the said H. S. and
 J. I. their Executors, &c. from henceforth, for and during all the Rest and Residue of the
 said two several Terms of 96 Years, and the said two several Terms of 99 Years respectively
 yet to come and unexpired. **And it is hereby agreed and declared** by and between all
 the said Parties to these Presents, and the true Intent and Meaning of them and of these Pre-
 sents is, that the said several Annuities, and the said several Terms for 96 Years, and the said
 several Terms for 99 Years of the said several Annuities, are so bargained, sold, assigned and
 set over unto the said H. S. and J. I. their, &c. to, for and upon the Trust and Confidence,
 and to and for the several Uses, Trusts, Intents and Purposes herein after mentioned and ex-
 pressed, (that is to say), That they the said H. S. and J. I. and the Survivor of them, his
 Executors and Administrators, shall and will permit and suffer the said T. G. to receive and
 take to his own Use and Benefit the said several Annuities, until the Solemnization of the said
 intended Marriage; and from and after the Solemnization of the said intended Marriage, that
 they shall and will permit and suffer the said T. G. and his Assigns during his Life, if the said
 several Terms of 96 Years, and the said several Terms of 99 Years, shall so long continue, to
 receive and take all the said several Annuities to his and their own Use and Benefit; and after
 the Decease of the said T. G. that they shall and will permit and suffer the said M. R. and her
 Assigns during her natural Life, if the said several Terms of 96 Years, and the said several
 Terms of 99 Years, shall so long continue, to receive and take the said several Annuities or
 yearly Sums to her and their own Use and Benefit; **Which** said several Annuities or yearly
 Sums, amounting in the Whole to the Sum of 153*l.* and the said Messuages, Lands, Tene-
 ments, Hereditaments and Premises herein before granted and released, and the said Lands
 and Tenements so to be purchased as aforesaid, and limited to the said M. R. for and during her
 Life, are so limited to the said M. R. for her Life in full for her Jointure, and for and in Lieu,
 Recompence and full Satisfaction and Bar of all Dower, Right, Thirds and Title of Dower,
 which the said M. R. can or may claim of, in or to any of the Manors, Lands, Tenements
 and Hereditaments whereof the said T. G. now is or at any Time or Times hereafter shall or
 may be seised of any Estate of Inheritance during the Coverture between them: **And** from and
 after the Decease of the Survivor of them the said T. G. and M. R. his intended Wife, **Upon**
this further Trust, in Case at the Time of the Decease of such Survivor there shall be an
 Heir Male of the Body of the said T. G. on the Body of the said M. R. begotten, capable of
 taking Lands from them by way of Descent, who shall have attained his Age of 21 Years; that
 then they the said H. S. and J. I. or the Survivor of them, his Executors or Administrators, shall
 and do assign and set over the said several Annuities or yearly Sums, amounting to the said Sum
 of 153*l.* per Ann. and the several Residues of the said several Terms of 96 Years and 99 Years
 (for which the same Annuities or yearly Sums were granted as aforesaid) unto and to the Use of
 such Heir Male, his Executors, Administrators and Assigns. **But** in Case at the Time of the
 Decease of the Survivor of them the said T. G. and M. R. there shall be any Issue Male of the
 Body of the said T. G. on the Body of the said M. R. begotten, born or to be born, that shall
 be capable of taking Lands from them by way of Descent, and no such Issue Male shall then
 have attained his Age of 21 Years; **Then upon Trust** to permit and suffer such Issue Male,
 who for the Time being shall be the Heir Male of the Body of the said T. G. on the Body of
 the said M. R. begotten, capable of taking Lands from them by way of Descent, from Time
 to Time to receive and take, to and for his own Use and Benefit, the same Annuities or yearly
 Sums, until some Heir Male of the Body of the said T. G. on the Body of the said M. R.
 begotten, capable of taking Lands from them by way of Descent, shall have attained his Age
 of

Consideration.
 Assignment of
 them to the
 two Trustees.

Declaration of
 the Trusts
 thereof.

To permit the
 Husband to
 receive the
 same during
 his Life.

The like to
 his intended
 Wife;

which to-
 gether with
 the Messuages,
 &c. before
 released, and
 others to be
 purchased, are
 declared to be
 in full for her
 Jointure, &c.

And after
 both their
 Deaths, in
 Trust for their
 eldest Son,
 capable of
 taking Lands
 by Descent, to
 be assigned to
 him at his Age
 of 21.

And in the
 mean Time
 such Heirs
 Male to re-
 ceive the said
 Annuities.

of 21 Years: **And then upon this further Trust**, that they the said *H.S.* and *J. I.* or the Survivor of them, his Executors or Administrators, shall and do assign and set over the said several Annuities or yearly Sums, and the then Residue of the said several Terms thereof respectively granted as aforesaid, unto and to the Use of such Heir Male, his Executors, Administrators and Assigns; **And** in Case at the Time of the Decease of the Survivor of them the said *T. G.* and *M. R.* there shall be no Issue Male of their two Bodies begotten, or there being such Issue Male, all of them shall die before any of them shall attain the Age of 21 Years, then and in either of the same Cases, **Upon this further Trust** and Confidence, that they the said *H.S.* and *J. I.* and the Survivor of them, his Executors and Administrators, shall assign over all his and their Estate and Interest of, in and to the said several Annuities, and the Residue of the said several Terms of 96 Years, and the said several Terms of 99 Years, then to come and unexpired of the said several Annuities, unto the Executors, Administrators and Assigns of the said *T. G.* and to, for and upon no other Trust, Intent or Purpose whatsoever.

If no such Issue Male, or in Case of their Death before 21. then in Trust for the Executors, &c. of the Husband.

An Assignment of Exchequer Annuities, or an Assignment of an Assignment thereof, (the Difference being here shewn) upon Trust, for the Assignor for Life, and after his Decease, to such Person as he shall have appointed, and for Want thereof, to his Executors and Administrators.

THIS Indenture made the, &c. **Between** *E. W.* of, &c. of the one Part, and *A. B.* of, &c. and *C. D.* of, &c. (two Trustees) of the other Part.

[If the Assignor purchased the Annuities in his own Name, say thus:]

WHEREAS by Virtue of an Act of Parliament made in the — Year of the Reign of — Majesty — intitled, An Act, (*The Title of the Act verbatim*) and by Virtue of — several Tallies and — several Orders levied and made out at the Receipt of his Majesty's Exchequer, according to the antient and accustomed Usage of the Receipt of Exchequer, the said *E. W.* in Consideration of the several Sums of Money mentioned to be by him paid in the said several Orders, is intitled to receive out of the said several Duties granted by the said Act of Parliament, or otherwise, *Three* several Annuities or yearly Sums, (making together — *l. per Ann.*) by Quarterly Payments, for and during and until the full End, Term and Expiration of 99 Years, commencing from — Day of — 17 — therein mentioned; as in and by the said several Exchequer Orders is directed; that is to say, By one Order bearing Date the — Day of — the yearly Sum of — by one other Order bearing Date, &c. (*and so on*); as in and by the said Tallies and Orders, Relation being thereunto respectively had, may more fully appear.

Recital of Purchase of Annuities in the Exchequer.

[But if they were purchased by Assignment, say in this Manner:]

WHEREAS *R. B.* of, &c. in Pursuance of and upon the Encouragement of an Act of Parliament made in the — Year of his present Majesty's Reign, intitled, An Act for &c. (*The Title of the Act, &c.*) Did within the several Times limited in and by the said Act, pay into the Receipt of his Majesty's Exchequer the full Sum of — *l.* for the Purchase of one Annuity of — *per Ann.* for the Term of 99 Years, to commence from the — Day of — 17 — as by three several Tallies and one Order, the said Order N^o — and dated the — Day of — 17 — may at large appear: **And whereas** by an Assignment dated the — Day of — 17 — the said *R. B.* did sell and assign the said Annuity to the said *E. W.* as by the said Assignment entered in the Office of the Auditor of Receipt of the Exchequer may appear:

Assignments entered.

Assignment to Trustees.

Now this Indenture witnesseth, That for the vesting and settling the said several Annuities upon the Trusts, and to and for the Intents and Purposes herein after mentioned and expressed of and concerning the same, and for and in Consideration of the Sum of 10*s.* of lawful Money to the said *E. W.* in Hand paid by the said *A. B.* and *C. D.* ar, &c. the Receipt, &c. and for divers, &c. he the said *E. W.* hath bargained, sold, assigned and set over, and by these Presents **Doth** fully and absolutely bargain, &c. unto the said *A. B.* and *C. D.* All and every the aforesaid several Annuities of — and — together with all and every the Tallies and Orders herein before mentioned, and all the Estate and Estates, Right, Title, Interest, Term and Terms of Years, Claim, Property and Demand whatsoever of him the said *E. W.* of, in, unto and out of the same; **To have, hold and enjoy** the said several Annuities, Tallies, Orders and Premises above mentioned, and intended to be hereby assigned unto the said

said *A. B.* and *C. D.* their Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue now to come and unexpired of the said Term of 99 Years, in as full, ample and beneficial Manner, as he the said *E. W.* might or could have enjoyed the same if these Presents had not been made; **Nevertheless upon the Trusts**, and to and for the Intents and Purposes herein after mentioned and expressed of and concerning the same, (that is to say) **In Trust** in the first Place, that they the said *A. B.* and *C. D.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, do and shall from Time to Time, and at all Times during the Life of the said *E. W.* permit and suffer him the said *E. W.* and his Assigns, to have, receive, take and enjoy the said several Annuities of — and — to and for his and their own Use and Benefit: **And upon this further Trust**, that they the said *A. B.* and *C. D.* or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, do and shall, immediately from and after the Decease of the said *E. W.* assign and set over the said several Annuities of — and — Tallies, Orders and Premises hereby to them assigned, to and for the Use of such Person or Persons, his, her or their Executors, Administrators or Assigns, for and during the Residue then to come of the said Term of 99 Years, as he the said *E. W.* by any Deed Poll or other Writing or Writings to be by him signed, sealed and executed in the Presence of three or more credible Witnesses, shall give, assign, direct, limit or appoint the same Annuities and Premises; **And** for want of such Assignment, Gift, Direction, Limitation or Appointment, then in Trust for the Executors and Administrators of the said *E. W.* for and during the then Residue of the said Term of 99 Years. (a) **In Witness, &c.**

Upon Trust to the Assignor for Life.

After to assign the same for the Residue of the Term, as the Assignor shall appoint and assign.

For want of Appointment, &c. to his Executors and Administrators.

An Assignment (or Appointmen), pursuant to the Trusts in the foregoing Assignment of the Annuities, after the Assignor's Life.

To all, &c. I *E. W.* of, &c. Gent. send Greeting. **Whereas** by Indenture, bearing Date the, (b) &c. and made between the said *E. W.* of the one Part, and *A. B.* and *C. D.* of the other Part; *Whereby* after reciting as therein is recited, I the said *E. W.* Have bargained, sold, assigned and set over unto the said *A. B.* and *C. D.* their Executors, Administrators and Assigns, The several Annuities, Tallies and Orders therein and herein after mentioned, viz. &c. (Recite them short), For the Residue of a Term of 99 Years therein also mentioned, *Upon the Trusts* therein and herein after likewise also mentioned, viz. in Trust that they the said *A. B.* and *C. D.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, *Did* and should from Time, &c. (The Trustees in the Indenture,) **As** in and by the said recited Indenture (entered in the Office of the Auditor of the Receipt of the Exchequer), more fully appears: **Now know ye**, that in Consideration of the great Love and Affection, which I the said *E. W.* have and bear to my particular Friend *E. F.* of, &c. and for divers other good Causes and Considerations me hereunto especially moving, I the said *E. W.* (by Virtue of the Power and Authority by me received in and by the said recited Indenture, and by Virtue of all and every other Powers and Authorities in that Behalf to me of Right belonging), by this my Deed Poll or Writing, (signed, sealed and executed in the Presence of — and — credible Witnesses, whose Names are hereon indorsed) have given, assigned and set over, and by these Presents do give, assign and set over unto the said *E. F.* his, &c. **All** and every the afore recited several Annuities of — and —, together with all and every the Tallies and Orders in the said recited Indenture mentioned, and all the Estate, Right, Interest, Term and Terms of Years, Claim, Property and Demand whatsoever, whether in Law or Equity, of me the said *E. W.* of, in, unto or out of Annuities and Premises; **To have, hold and enjoy** the said several Annuities, Tallies, Orders and Premises herein above mentioned and intended to be by me hereby assigned unto the said *E. F.* his Executors, Administrators and Assigns, from and immediately after the Decease of me the said *E. W.* for and during the then Residue, which shall be then to come of the said Term of 99 Years, to and for the sole proper Use and Benefit of the said *E. F.* his, &c. and that in as full, ample and beneficial Manner to all Intents, Constructions and Purposes whatsoever, as they the said *A. B.* and *C. D.* or either of them, or I my self, my Executors or Administrators, could or might have held or enjoyed the same, in case these Presents had not been made; **And** I the said *E. W.* do hereby direct and appoint the said *A. B.* and *C. D.* and the Survivor of them, his Executors, Administrators or Assigns, within — Weeks next after my Decease, (at the Request

(a) A Letter of Attorney from the two Trustees to said *E. W.* to empower him to receive the said Annuity. Both to be entered in the Auditor's Office of Receipt of Exchequer, and Oath to be made of the Executing, &c.

(b) To be dated after the other Deed entered in the Office of the Auditor.

and Charges of the said *E. F.* his Executors, Administrators or Assigns, to assign and set over the said Annuities, Tallies, Orders and Premises, by me so given and assigned as aforesaid, unto and to the Use of the said *E. F.* his Executors, Administrators and Assigns, for and during the then Residue of the said 99 Years, to and for his and their Use and Benefit. (a) In Witness whereof I the said *E. W.* have hereunto set my Hand and Seal this — Day of, &c.

An Assignment by an Executor of an Exchequer Annuity purchased by the Testator; Part of the Purchase Money was paid by the Testator in his Life-time, and the Residue by the Executor since his Death.

TD all, &c. I *J. C.* of, &c. (Executor of the last Will and Testament of *W. G.* late of, &c. deceased,) send Greeting. **Whereas** (upon the Encouragement of a late Act of Parliament intituled, &c.) **He** the said *W. G.* did in his Life-time advance and pay in the Receipt, &c. two several Sums of, &c. in Part of the Sum of, &c. for the Purchase of an Annuity of, &c. for the Term of, &c. payable quarterly out of certain Hereditary Duties of Excise: **And whereas** since the Decease of the said *W. G.* I the said *J. C.* have paid into the Exchequer the Sum of, &c. to compleat and perfect the Purchase Money for the said Annuity, As by three several Tallies in that Behalf struck, and an Order thereupon drawn No — and dated, &c. may appear. **Now know ye**, that I the said *J. C.* for and in Consideration of, &c. paid by *J. P.* of, &c. the Receipt, &c. **Have** assigned, transferred and set over unto, &c.

An Assignment of the said Assignment.

TD all, &c. I *J. P.* of, &c. send Greeting. **Whereas** *J. C.* late of, &c. deceased, Executor of *W. G.* late of, &c. also deceased, by his Deed under his Hand and Seal, bearing Date, &c. **Reciting**, that *Whereas* (upon the Encouragement, &c.) **He** the said *W. G.* did, &c. **And also reciting** that *Whereas* since the Decease of the said *W. G.* the said *J. C.* had paid, &c. (*ut supra*) appear, **He** the said *J. C.* for the Consideration therein mentioned, did assign, &c. unto me the said *J. P.* my Executors, &c. the said, &c. as by, &c. **Now these Presents witness**, that I the said *J. P.* for, &c. **Have** assigned, &c. unto *M. P.* the Widow, Relict of *R. P.* my Son, deceased, her Executors, &c. the said, &c. and so as aforesaid assigned over to me by the said *J. C.* and all my Estate, &c.

An Assignment of Exchequer Annuities by two several Annuityants, in Trust to discharge a Mortgage made by one of the Annuityants of his Annuities, and (pursuant to Agreement) in Trust, that out of the Residue a yearly Sum shall be paid to the Survivor of the Assignors.

Recital of paying Money into the Exchequer (upon several Acts for raising Money on Annuities) by *W. C.* and *R. J.*

Whereby they became respectively intitled to Interest.

THIS Indenture Quadripartite made, &c. **Between** *W. C.* of Gray's Inn in the County of *Middlesex*, Esq; of the first Part, *R. J.* of *Lincoln's Inn* in the said County of *Middlesex*, Esq; of the second Part, *G. P.* of, &c. Esq; of the third Part, and *F. T.* of, &c. of the fourth Part. **Whereas** on the — Day of — the said *W. C.* did advance and pay into his Majesty's and the late Queen *Mary's* Exchequer upon the Encouragement of an Act of Parliament, Intituled an Act for granting to their Majesties certain Rates and Duties of Excise upon Beer, Ale and other Liquors, for Securing certain Recompences and Advantages in the said Act mentioned, to such Persons as shall voluntarily advance the Sum of 100000*l.* towards the carrying on of a War against *France*, the Sum of 2150*l.* as by one Tally and Order, bearing Date the same Day appears: **And whereas** the said *R. J.* did upon the — Day of, &c. advance and pay into the said Receipt of Exchequer, upon the Encouragement of the said Act of Parliament, the Sum of — as by one Tally and Order, bearing Date the same Day appears; **By Virtue** whereof the said *R. C.* and *R. J.* became respectively intitled unto Interest for the said respective Sums so by them respectively paid as aforesaid, after the Rate of 10*l.* per Cent. per Ann. from the Days of their said respective Payments to the 29th Day of *September* then next ensuing, and after the Rate of 14*l.* per Ann. for the respective Monies by them respectively paid as aforesaid, during their respective na-

(a) Power of Revocation may be inserted. See Tit. Appointments and Revocations.

rural Lives: **And whereas** on the, &c. the said *W. C.* did advance and pay into the Receipt of his Majesty's Exchequer, upon the Encouragement of one other Act, intituled, (An Act for enabling such Persons as have Estates for Life in Annuities, payable by several former Acts therein mentioned, to purchase and obtain further or more certain Interests in such Annuities, and in Default thereof, for admitting other Persons to purchase or obtain the same, for raising Monies for carrying on the War against *France*), the further Sum of 1354*l.* and 10*s.* **And whereas** on the — Day of — the said *R. J.* did advance and pay into the said Receipt of his Majesty's Exchequer, upon the Encouragement of the last mentioned Act of Parliament, the Sum of — as by one Tally and Order, bearing Date the same Day may appear; **By Virtue** of which said Tally, Order and Acts of Parliament, he the said *W. C.* for and during the Term of his natural Life, is become intituled to an Annuity or yearly Payment of 301*l.* and the said *R. J.* for and during the Term of his natural Life, is become intituled to an Annuity or yearly Payment of — issuing out of his Majesty's Exchequer, and after their respective Deceases, for and during the Remainder of 96 Years, in the said last recited Act mentioned or otherwise, for and during the said Term of 96 Years absolutely: **And whereas** by Indenture bearing Date, &c. made, &c. between the said *W. C.* of the one Part, and the said *F. T.* of the other Part, for and in Consideration of the Sum of 1400*l.* of, &c. to the said *W. C.* in Hand, &c. *F. T.* he the said *W. C.* did bargain, sell, assign and set over unto the said *F. T.* the said Annuity or yearly Payment of 301*l.* and all his the said *W. C.*'s Estate, Title, Interest, Property, Claim and Demand whatsoever of him the said *W. C.* in, to, or out of the said Annuity or yearly Payment of 301*l.* and in, to and out of the said several Sums of 2150*l.* and 1354*l.* and 10*s.* so by him the said *W. C.* paid and advanced as aforesaid; *In which said Indenture there is a Proviso* or Condition for the making void the same, in Case the said *W. C.* his Executors, Administrators or Assigns, should pay or cause to be paid unto the said *F. T.* his Executors, Administrators or Assigns, the Sum of 1484*l.* at the Place and in Manner in the same Indenture in that Behalf mentioned, as by the same Indenture, Relation being thereunto had, may more fully appear: **And whereas** the said Assignment made by *W. C.* unto the said *F. T.* is in Strictness void, in Regard no Entry or Memorandum was thereof made in the Office of the Receipt in two Months after the making the said Assignment, as by the said in Part recited Act of Parliament is required: **And whereas** it is agreed between the said *W. C.* and *R. J.* that whosoever of them the said *W. C.* and *R. J.* should happen to be Survivor, that such Survivor should upon such Survivorship have an Annuity or yearly Payment of 114*l.* per Ann. issuing out of his said Majesty's Court of Exchequer, and payable for and during the Rest and Residue of the said Term of 96 Years, which shall be then to come and unexpired: **Now this Indenture witnesseth**, that in Pursuance of the said Agreement, and for and in Consideration of the Assignment herein after made by the said *R. J.* in Trust for the said *W. C.* in Manner as herein after mentioned, and likewise in Consideration of 5*s.* of, &c. to him the said *W. C.* in Hand paid by the said *F. T.* the Receipt, &c. and for the further Assuring unto the said *F. T.* his Executors, Administrators and Assigns, the said Principal Sum of 1400*l.* and all Interest which now is or hereafter shall grow due for the same, by and with the Consent and with the Direction of the said *R. J.* testified by his being Party to and his Sealing and Delivery of these Presents, he the said *W. C.* hath bargained and sold, assigned, transferred and set over, and by these Presents doth bargain, &c. unto the said *F. T.* his Executors, Administrators and Assigns, All that the said Annuity or yearly Payment of 301*l.* and all Estate, Title, Interest, Property, Trust, Claim and Demand whatsoever either in Law or Equity, of, in, to or out of the said Annuity or yearly Payment of 301*l.* and of, in, to and out of the said several Sums of 2150*l.* and 1354*l.* and 10*s.* and all Interest due or which shall grow due for the same; **To have and to hold** the said Annuity or yearly Payment of 301*l.* and Premises, unto the said *F. T.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the before mentioned Term of 96 Years yet to come and unexpired; **Subject nevertheless** to the Trusts, and to the Intents and Purposes herein after mentioned touching the same, that is to say; **In Trust** in the first Place, that he the said *F. T.* shall in the first Place, by way of Retainer, or otherwise, pay and satisfy unto him and themselves, the said Principal Sum of 1400*l.* and all Interest already due, or which hereafter shall grow due for the same, and to answer and pay the Surplus of the Proceed, Revenue and Income of the said Annuity or yearly Payment of 301*l.* unto the said *W. C.* for and during the Term of his natural Life, and from and after the Death of the said *W. C.* in case the said *R. J.* shall survive the said *W. C.* then upon such Trust and Confidence, that he the said *F. T.* out of such Surplus of the said Proceed, Revenue and Income of the said Annuity or yearly Payment of 301*l.* per Ann. pay and satisfy unto the said *R. J.* his Executors, Administrators and Assigns, the full and clear yearly Sum of 114*l.* for and during the Rest and Residue of the said 96 Years that shall be unexpired at the Time of such Decease of the said *W. C.* **And** as to the

W. C. pays more on another Act.

And so does *R. J.*

W. C. intituled by such Acts to an Annuity of 301*l.* for his Life, and *R. J.* to another Annuity for Life, and after their Deceases for Remainder of 96 Years. *W. C.*'s Assignment to *F. T.* of the 301*l.* Annuity by way of Mortgage.

But in Strictness is void for want of Entry.

Agreement that the Survivor of *W. C.* and *R. J.* shall have an Annuity of 114*l.* for Residue of the Term.

Now it is witnessed in Pursuance of Agreement, &c.

And for further assuring *F. T.* the Mortgage Money, *W. C.* assigns to him said Annuity of 301*l.*

for the Residue of the Term.

Subject to Trusts,

1. To pay himself,

2. The Surplus to the Assignor for Life,

and after his Death if

R. J. survives him,

then that said *F. T.* out of the Surplus,

shall pay thereout to

Remaining

*R. J. 114*l.* per Ann.*

The Surplus after the Mortgage is discharged, to be paid to the Executors, &c. of *W. C.* But if *W. C.* survives *R. J.* then after the Mortgage discharged the said Annuity to be in Trust for *W. C.*

Assignment by *R. J.* at *W. C.*'s Request, to *G. P.* of said Annuity of 114*l.*

Subject to Trusts,

1. That *G. P.* permit *R. J.* to receive the same during his Life, and if *R. J.* dies before *W. C.* then after his Death in Trust for *W. C.* But if *R. J.* overlives *W. C.* then in Trust for *R. J.*

W. C. covenants with *R. J.* that he has done no Act to incumber the Annuity of 301*l.* Except said Mortgage.

And make further Assurance.

R. J. covenants to *W. C.* that he has not incumbered the 114*l.* Annuity.

Remaining Surplus of the said 301*l.* per Ann. beyond what will satisfy the said Sum of 1400*l.* and Interest as aforesaid, and likewise the yearly Sum of 114*l.* shall answer and pay the same unto the Executors, Administrators or Assigns of the said *W. C.* **Provided nevertheless,** that in case the said *W. C.* shall happen to survive the said *R. J.* that then the Trust herein before mentioned, for and on the Behalf of the said *R. J.* shall cease and be void, and then and from thenceforth, and from and after the said Principal Sum of 1400*l.* and Interest as aforesaid, shall be fully paid and satisfied, he the said *F. T.*'s Executors, Administrators and Assigns, shall stand and be possessed of the said Annuity or yearly Payment of the said 301*l.* in Trust, and for the sole Benefit of the said *W. C.* his Executors, Administrators and Assigns, for and during the full Rest and Residue, and to the End of the before mentioned Term of 96 Years. **And this Indenture further witnesseth,** that in Pursuance of the said *R. J.*'s Part of the said Agreement, and for and in Consideration of the Assignment herein before made by the said *W. C.* unto the said *F. T.* in Trust for the said *R. J.* in Manner as aforesaid, and likewise in Consideration of the Sum of 5*s.* of, &c. to the said *R. J.* in Hand paid by the said *G. P.* he the said *R. J.* at the Request and by the Direction of the said *W. C.* testified by his being a Party to and his Sealing and Delivery of these Presents, **hath** bargained and sold, assigned, transferred and set over, and by these Presents **Doth** bargain, &c. unto the said *G. P.* his Executors, Administrators and Assigns, **All** that said Annuity or yearly Payment of 114*l.* and all the Estate, Title, Interest, Property, Claim and Demand whatsoever, either in Law or Equity, of him the said *R. J.* of, in, to, or out of the said Annuity or yearly Payment of 114*l.* and of, in, to or out of the said several Sums of — and all Interest due, or which shall grow due for the same; **To have and to hold** the said Annuity or yearly Payment of 114*l.* and Premises unto the said *G. P.* his Executors, Administrators and Assigns, from henceforth for and during the full Rest and Residue of the before mentioned Term of 96 Years yet to come and unexpired; **Subject nevertheless** to the Trusts, and to the Intents and Purposes herein after mentioned touching the same Term, that is to say, **Upon special Trust** and Confidence, that the said *G. P.* his Executors, Administrators and Assigns, shall and will permit and suffer the said *R. J.* and his Assigns, to receive the said Annuity or yearly Payment of 114*l.* for and during the natural Life of the said *R. J.* and in case it shall happen that the said *R. J.* should depart this Life in the Life-time of the said *W. C.* that then from and after such Decease of the said *R. J.* the said *G. P.* his Executors, Administrators and Assigns, should stand possessed of the said Annuity or yearly Payment of 114*l.* in Trust only, and for the only Benefit of the said *W. C.* his Executors, Administrators and Assigns, for and during the Rest and Residue of the said Term of 96 Years that shall be to come and unexpired at the Time of the Decease of the said *R. J.* **Provided nevertheless,** that if it shall happen that the said *R. J.* shall survive and overlive the said *W. C.* that then and in such Case the said Trust herein before declared, for the Benefit and only Behalf of the said *W. C.* shall cease and be void, and that the said *G. P.* his Executors, Administrators and Assigns, shall then and in such Case stand possessed of the said Annuity or yearly Payment of 114*l.* per Ann. in Trust and for the sole and proper Use and Benefit of the said *R. J.* his Executors, Administrators and Assigns, and to no other Use, Intent or Purpose whatsoever; **And** the said *W. C.* doth for himself, his Heirs, &c. covenant with the said *R. J.* that he the said *W. C.* hath not done nor wittingly suffered any Act, Matter or Thing, whereby the Trust herein before by these Presents declared, for the Benefit and on the Behalf of the said *R. J.* touching the said Annuity or yearly Payment of 301*l.* is, are, shall or may be impeached or incumbered in Estate, Title, Charge, or otherwise howsoever, saving only the herein before recited Mortgage made by the said *W. C.* unto the said *F. T.* as aforesaid; **And** that the said *W. C.* his Executors, Administrators and Assigns, and all Persons, having any Estate or Interest, or lawfully claiming, or which shall have or claim, in, to or out of the Annuity or yearly Payment of 301*l.* by, from or under him, at the Request and Costs and Charges of the said *R. J.* shall and will do any such further and other reasonable Act or Acts, Thing or Things, Conveyance or Assurances whatsoever, for the further Assigning, Assuring and Conveying the said Annuity or yearly Sum of 301*l.* unto the said *F. T.* his, &c. for and during the Rest and Residue of the said Term of 96 Years, Subject unto the Trusts in that Behalf herein before limited, as by the said *R. J.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, should be reasonably advised, devised or required; **And** the said *R. J.* doth for himself, &c. covenant with the said *W. C.* his Executors, Administrators and Assigns, that he the said *R. J.* hath not done or wittingly suffered any Act, Matter or Thing, whereby the Trust herein before touching the said Annuity or yearly Payment of 114*l.* for the Benefit, and on the Behalf of the said *W. C.* shall or may be impeached or incumbered in Estate, Title, Charge, or otherwise; **And further,** that he the said *R. J.* his, &c. and all and every other Person, having or lawfully claiming any Estate, Property or Interest, in, to or out of the said Annuity

Annuity or yearly Payment of 114*l.* by, from or under the said *R. J.* shall and will at the Request, Costs and Charges of the said *W. C.* his, &c. order, make and do any such further and other reasonable Act or Acts, Thing or Things, for the further Assuring, Assigning and Conveying the said Annuity or yearly Payment of 114*l.* unto the said *J. C.* his, &c. for and during the Rest and Residue of the said Term of 96 Years, as by the said *W. C.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required: **Provided always**, and the true Intent and Meaning of these Presents and the Parties to the same, is, that the said *F. T.* and *G. J.* or either of them, their or either of their Executors, Administrators or Assigns, shall not be liable or responsible for more Money than what they or any of them shall actually receive; **And** that no one of them, his Executors, Administrators or Assigns, shall be liable or responsible for the Acts, Receipts, Defaults or such Arrearages of the other of them, his Executors, Administrators or Assigns. **In Witness, &c.**

Proviso, that *F. T.* and *G. J.* shall not be chargeable for more than they receive, nor for the Acts of each other.

An Assignment of a Reversionary Exchequer Annuity, vested in the now Assignor by several Mesne Assignments, to two Assignees in a Commission of Bankruptcy, in Trust for the Bankrupt's Creditors.

TO all, &c. *J. D.* of, &c. sends, &c. **Whereas** *J. H.* of, &c. by Virtue of an Act, &c. did advance, &c. in Consideration whereof the said *J. H.* became intitled unto one Annuity, &c. payable quarterly to him or his Assigns, from and after the Decease of *T. M.* of, &c. Nominee of *J. D.* of, &c. for and during all the Rest, &c. of and in a certain Term of, &c. as by one Order, N^o — dated, &c. and one Tally thereunto belonging, Relation, &c. **Which** said Annuity, Order and Tally, by divers Mesne Assignments, and otherwise, are now lawfully come unto and vested in the said *J. D.* as by the said Assignments may appear: **Now know ye**, that for and in Consideration of the Sum of, &c. paid by *H. F.* of, &c. and *L. R.* of, &c. two of the Assignees in a Commission of Bankruptcy, granted and awarded against *W. J.* at, &c. the Receipt, &c. **He** the said *J. D.* hath bargained, &c. and by, &c. **Doth**, &c. unto the said *H. F.* and *L. R.* their, &c. **The** said Reversionary Annuity or yearly Sum of, &c. and the said Orders and Tallies thereunto belonging, and also all the Estate, &c. of, in and to the said Premises; **To have**, hold, &c. the said Reversionary Annuity, &c. before mentioned and intended to be hereby assigned unto the said *H. F.* and *L. R.* their, &c. from and after the Decease of the said *T. M.* for and during all the Rest, &c. of the said Term, &c. **In Trust nevertheless** for themselves, and the Rest of the Creditors of the said *W. J.* who shall duly come in and prove their Debts, and seek Relief by and under the said Commission. **In Witness, &c.**

The like (reciting (inter alia) the Death of the Nominees) to a Purchaser.

TO all, &c. *A. A.* of, &c. sends, &c. **Whereas** *B. B.* of, &c. in Pursuance of a late Act, &c. did, &c. advance, &c. the Sum of, &c. in Consideration, &c. became intitled to, &c. from and after the Decease of *C. C.* then of, &c. and *D. C.* his Wife Nominees of the said *B. B.* for and during all the Rest, &c. as by, &c. (*ut supra*): **And whereas** the Term, Estate and Interest of the said *B. B.* of, in and to the said Reversion, Annuity or yearly Sum of, &c. and of, in and to the said Order and Tally for the same, is since by divers good and sufficient mesne Assignments and Assurances in the Law, or otherwise, legally come to and vested in the said *A. A.* **And whereas** the said *C. C.* and *D.* his Wife are both sometime since deceased, by Means whereof the said Annuity, &c. is become immediately payable in Possession to him the said *A. A.* and his Assigns, for all the now Rest and Residue of the said Term of, &c. commencing as aforesaid: **Now know ye**, that for, &c. to the said *A. A.* in Hand paid by *E. E.* of, &c. at, &c. in full for the absolute Purchase of the said Annuity, &c. for all the now Residue, &c. the Receipt, &c. **He** the said *A. A.* hath granted, &c. and by, &c. **Doth**, &c. unto the said *E. E.* his, &c. **The** said Annuity, &c. and all Monies now due and payable upon or for the same Annuity, or any Part thereof, and also all the Estate, &c. of him the said *A. A.* of, in, to or out of the same Annuity, and every or any Part thereof, by Force or Virtue of the said Act of Parliament, Order, Tally and Mesne Assignments, or any of them, or otherwise howsoever, together with the same Order, Tally and Mesne Assignments, and every of them; **To have**, &c. and all the Benefit thereof, unto the said *E. E.* his, &c. from henceforth, for and during all the Rest, &c. **And**, &c. (*Covenant that no Act of Incumbrance is done*). **In Witness, &c.**

An Assignment of an Assignment of (a) an Exchequer Annuity, in Trust to be re-assigned to the Assignor and other Persons.

Recital of an Assignment.

TO all, &c. I A. A. of, &c. send, &c. **Whereas** B. B. of, &c. did by a certain Deed Poll or Writing of Assignment, bearing Date, &c. for the Considerations therein mentioned, fully and absolutely sell and assign unto C. C. of, &c. and D. D. of, &c. and me the said A. A. our Executors, &c. all his the said B. B.'s Right, &c. of and in one Annuity of, &c. payable, &c. out of the Exchequer, in Pursuance of an Act of Parliament in the same Deed Poll mentioned, for the Term of, &c. and of, in and to all Orders and Tallies then made, and to be made out for the same Annuity, and all Benefit and Advantage in Respect of the Premises, as by, &c. **And whereas** the said C. C. and D. D. are both since dead, by Means whereof the said Annuity of, &c. and all their Estate, &c. is now come to and legally vested in me the said A. A. by Survivorship: **Now know ye**, that I the said A. A. for and in Consideration of, &c. **Have** bargained, sold, assigned and set over, and by, &c. **Do**, &c. **All** the said Annuity, &c. **To have**, &c. the said Annuity, &c. unto, &c. for and during, &c. **Upon this Special Trust and Confidence nevertheless**, that he the said E. E. his, &c. shall and do within the Space of, &c. next ensuing the Date hereof, assign and transfer, or cause, &c. the same Annuity and other the Premises, and all his and their Estate, &c. unto me the said A. A. and F. F. of, &c. G. G. of, &c. our Executors, &c. for the Rest, &c. **And**, &c. (Covenant no Incumbrance.) **In Witness**, &c.

Death of two Nominees.

Assignment,

in Trust to be re-assigned to the now Assignor and other Persons.

The Re-assignment.

TO all, &c. I E. E. of, &c. **Whereas**, &c. (Recital of the Assignment recited in the above Assignment, and that one of the then Assignees (being intitled by Survivorship) assigned the Annuity upon Trust to re-assign): **Now know ye**, that I the said E. E. in Performance of the said recited Trust in me reposed as aforesaid, and for and in Consideration, &c. paid by the said A. A. F. F. and G. G. at, &c. the Receipt, &c. **Have** bargained, &c. and by, &c. **Do**, &c. unto the said, &c. **All** the said Annuity of, &c. and all Orders and Tallies for or concerning the same, and all the Benefit thereof, and all my Estate, &c. together with the said recited Deeds Poll; **To have**, &c. the said Annuity of, &c. and all other the Premises, unto the said, &c. and the Survivors and Survivor of them, and the Executors, &c. from henceforth, for and during all the Rest, &c. **And**, &c. (Covenant no Act of Incumbrance.) **In Witness**, &c.

An Assignment of a Reversionary Interest in South-Sea Annuities, which had been transferred to Trustees as a Security for the due Payment of an Annuity to a Grantee thereof, to a Purchaser of the South-Sea Stock under an Order in Chancery.

THIS Indenture Tripartite, made, &c. **Between** A. A. of, &c. one of the Masters of the High Court of Chancery, of the first Part, B. A. of, &c. of the second Part, and D. A. of, &c. and E. E. of, &c. of the third Part. **Whereas** by Indenture Tripartite, bearing Date, &c. and made, &c. between the said A. A. of the first Part, B. B. of, &c. of the second Part, and the said D. A. a Person nominated by the said A. A. and the said E. E. a Person nominated by the said B. B. of the third Part, Reciting as therein is recited, **And** for the Considerations therein mentioned, the said A. A. did for himself, his, &c. covenant, &c. to and with the said B. B. his, &c. that he the said A. A. his, &c. should and would well and truly pay or cause, &c. unto the said B. B. and his Assigns, for and during the Term of his natural Life, one Annuity, yearly Rent or Sum of, &c. free, &c. the same Annuity to be paid and payable at or in, &c. yearly at or upon, &c. by even and equal Portions; the first Payment, &c. next ensuing the Date of the same Indenture; **And** reciting that the said A. A. for the better securing the Payment of the said Annuity, yearly Rent or Sum of 600*l.* to the said B. B. for his Life in Manner aforesaid, had on or before the Day of the Date of the same Indenture transferred unto the said D. A. and E. E. the Sum of 12000*l.* in the Joint Stock of the South Sea Annuities; **It** was in and by the said Indenture declared and agreed by and between

Recital of the Grant of the Annuity.

Transfer of South-Sea Annuities for securing Payment,

(a) For an Affidavit of the Execution of an Assignment of Exchequer Annuities, see Tit. *Verdabits*.

between all the Parties thereto, that the said Sum of 12000*l.* *South-Sea* Annuities, so transferred to the said *D. A.* and *E. E.* as aforesaid, was and were so transferred to them, *Upon the Trusts* upon Trust herein after mentioned, that is to say, Upon Trust that they the said *D. A.* and *E. E.* and the Survivor of them, his, &c. should permit and suffer, and do all and every Act and Thing which should be proper and sufficient to enable the said *A. A.* his, &c. to receive and take the yearly Interest, Dividends and Produce of the said 12000*l.* *South-Sea* Annuities, as the same should arise and become due to and for his and their own Use and Benefit, until Default shall be made of or in Payment of the said Annuity, yearly Rent or Sum of 600*l.* or any Part thereof, by the Space of 28 Days next over or after any of the said Feasts whereon the same ought to be paid as aforesaid; **And upon further Trust**, that in Case the said Annuity of 600*l.* or any Part thereof, should be behind or unpaid to the said *B. B.* or his Assigns, by the Space of 28 Days next after any of the Feasts aforesaid, then and so often they the said *D. A.* and *E. E.* or the Survivor of them, his, &c. should by and out of the yearly Interest, Dividends and Produce of the said 12000*l.* *South-Sea* Annuities, or by Sale of any or a competent Part of the same Annuities, or by such Ways or Means as they the same Trustees should think fit, raise and levy such Sum and Sums of Money as should be sufficient from Time to Time to answer, pay and satisfy unto the said *B. B.* and his Assigns, during his natural Life, the said Annuity of 600*l.* or so much thereof as should from Time to Time so happen to be in Arrear and unpaid, together with such Costs and Charges as the said *B. B.* or the said Trustees, or any or either of them, or any or either of their, &c. should sustain or be put unto for or by Reason of the Non-payment of the said Annuity, or any Part thereof, at the Days and Times and in Manner therein before in that Behalf covenanted and agreed upon, and should pay and dispose the same accordingly. *Provided*, and it was thereby further declared and agreed by all the Parties to the same Indenture, that from and after the Decease of the said *B. B.* and Payment of all Arrears which should be then due of the said Annuity, yearly Rent or Sum of 600*l.* (if any such should then be) together with all Costs and Expences attending the Execution of the aforesaid Trusts; then and immediately thereupon, or so soon as conveniently might be, they the said *D. A.* and *E. E.* or the Survivor of them, or the, &c. of such Survivor, should at the Request, Costs and Charges of the said *A. A.* his, &c. re-transfer and make over the said Sum of 12000*l.* *South-Sea* Annuities, or so much thereof as should then remain undisposed of for the Purposes aforesaid, and all Dividends or Interest then due upon or for the same, or any Part thereof, unto him the said *A. A.* his, &c. to and for his and their own Use and Benefit: *And* for the Considerations, Ends and Purposes aforesaid, the said *A. A.* did in or by the same Indentures, for himself, his, &c. further covenant, &c. to and with the said *B. B.* his, &c. that in Case at any Time then after during the natural Life of the said *B. B.* any Part of the said 12000*l.* *South-Sea* Annuities should be sold or disposed of, or that the Price or Value of *South-Sea* Annuities should sink or fall, so and in such Sort as the said 12000*l.* *South-Sea* Annuities, should in the Judgment of the same Trustees, or the Survivor of them, his, &c. be sufficient for securing the Payment of the said Annuity, yearly Rent or Sum of 600*l.* to the said *B. B.* for the Term of his natural Life in Manner aforesaid; then and in both and either of the said Cases, he the said *A. A.* his, &c. should and would at his and their own Costs and Charges, immediately upon the Request of the said *B. B.* transfer and make over, or procure to be transferred and made over unto the said Trustees, or the Survivor of them, his, &c. upon the Trusts, and for the Intents and Purposes aforesaid, so much more Annuities in the said *South-Sea* Company, or so much Capital Stock in the Bank of *England*, *South-Sea* Company, or *East-India* Company, or such Sum and Sums of Principal Money, secured upon some Government or other good and sufficient Security or Securities, at Interest, as they the same Trustees, or the Survivor of them, his, &c. should from Time to Time think sufficient and necessary to be added to the said 12000*l.* *South-Sea* Annuities, or so much thereof as should remain unsold as aforesaid, thereby the better to secure the Payment of the said Annuity or yearly Sum of 600*l.* to the said *B. B.* for his Life in Manner aforesaid; *In* which said recited Indenture it was, among other Things, provided and agreed by and between all the Parties thereto, that in Case the said 12000*l.* *South-Sea* Annuities, or any Part thereof, or such other Stock or Stocks, or Sum or Sums of Money, upon Security or Securities at Interest, as were therein before covenanted and agreed to be transferred to the said Trustees, or the Survivor of them, his, &c. for the Purposes, and upon the Trusts and Contingencies aforesaid, or any of them, or any Part thereof, should at any Time then after during the natural Life of the said *B. B.* be redeemed or paid off by Authority of Parliament, or otherwise should be paid in or come to the Hands of the same Trustees; then and in such Case, and so often it should and might be lawful for them, and the Survivor of them, his, &c. from Time to Time during the natural Life of *B. B.* to lend and place out the Monies so paid in or come to their Hands, or any Part thereof, with the Consent and Approbation of the said *B. B.* and *A. A.* if both then living; and in Case the said *A. A.* should be then dead, then with the Consent and Approbation

upon Trust to permit the Grantor to receive the Produce till Default of Payment;

and on Default of Payment, to raise and pay the Annuity.

Provido that on the Death of the Grantee and Payment of Arrears, to re-transfer what should remain.

The Grantor covenanted with the Grantee to replace in Case of any Deficiency.

And in Case of Redemption by Parliament, the Trustees were by Consent to invest by Securities, &c.

Upon the
same Trusts,
&c.

Recital of an
Order in
Chancery for
the Sale of
the Grantor's
Interest for
the Benefit of
the Suitors.

Master's Re-
port,
allowing the
second Party
hereto the
best Purcha-
for.

Report con-
firmed.

Purchafor has
paid the Mo-
ney.

Assignment

to the Pur-
chafor.

Subject, &c.

Covenant that
the Grantor
has paid the
Annuity to a
certain Day.
And that he
has not incum-
bered.

Quiet Enjoy-
ment.

Further As-
surance.

probation of the said *B. B.* upon any publick or private Security or Securities at Interest, or to invest the same, or any Part thereof, in the Purchase of Stock in any of the publick Funds or Companies, upon the Trusts, and subject to the Provisoes and Agreements aforesaid, as by the said recited Indenture, Relation, &c. **And whereas**, by an Order of the High Court of Chancery, made on or about, &c. *It was ordered*, at the Desire of Mr. Attorney General, on Behalf of the Suitors of the said Court, and by Consent of the said *A. A.* that the said Declaration of Trust of the said 12000*l.* *South-Sea* Annuity Stock, and executed by the said *D. A.* and *E. E.* when the said Stock was transferred to them for securing the said 600*l.* *per Ann.* to the said *B. B.* should be brought before *R. H.* Esq; one of the Masters of the said Court, and that the said Master *H.* should sell the said *A. A.*'s Interest in the said 12000*l.* *South-Sea* Annuities to the best Purchafor; and that the Money arising by Sale thereof should be invested in *South-Sea* Annuities in the Name of the said *A. A.* who was to declare the same to be in Trust for the Suitors, according to the Orders of the same Court made the, &c. **And whereas** the said *R. H.* by his Report bearing Date, &c. and made in Pursuance of the said recited Order of the, &c. did certify, that the said *B. A.* had bid before him the Sum of 6000*l.* for the said Interest of the said *A. A.* of and in 12000*l.* *South-Sea* Annuities, and that no other Person having bid more before the said Master *H.* for the same, he did allow of the said *B. A.* for the best Purchafor of the said Reversionary Interest of the said *A. A.* in the said 12000*l.* *South-Sea* Annuities; *Which* said Report of the said Master *H.* was by a subsequent Order of the said High Court of Chancery, made, &c. ratified and confirmed, as by the said recited Orders and Report, Relation, &c. **And whereas** the said *B. A.* in Pursuance of and Obedience to the said recited Order of the, &c. hath on the Day of the Date hereof paid the Sum of 6000*l.* of, &c. unto the said *A. A.* to be applied and disposed of for the Purposes in the same Order in that Behalf directed: **Now this Indenture witnesseth**, that in Pursuance of and Obedience to the said recited Order of the 10th of *March* last, and for and in Consideration of the said Sum of 6000*l.* so paid by the said *B. A.* to the said *A. A.* for the Purposes in the same Order in that Behalf directed, the Receipt, &c. he the said *A. A.* hath granted, bargained, sold and assigned, transferred and set over, and by these Presents **Doth** grant, &c. unto the said *B. A.* his, &c. the said Sum of 12000*l.* *South-Sea* Annuities, and every Part thereof, and all the Dividends, Interest and Produce thereof, from henceforth to arise or be received; **Subject nevertheless** to the Payment, and Securing thereof the said Annuity, yearly Rent or Sum of 600*l.* unto the said *B. A.* and his Assigns, for and during the Term of his natural Life in Manner aforesaid, and all the Estate, Right, Title, Trust, Property, Equitable and Reversionary, or other Interest, Claim and Demand whatsoever, both at Law and in Equity of him the said *A. A.* of, in, to or out of the same 12000*l.* *South-Sea* Annuities, every or any Part thereof, by Force or Virtue of the said recited Indenture, or the Trusts therein declared, or otherwise howsoever, together with that Part of the said recited Indenture, which was ordered to be brought before the said Master *H.* as aforesaid; **To have**, hold, receive, perceive, take and enjoy the said Sum of 12000*l.* *South-Sea* Annuities, and every Part thereof, and all the Dividends, Interest and Produce, from henceforth to arise or be received for the same, every or any Part thereof, and all and singular other the Premises, mentioned or intended to be hereby assigned, and all the Benefit thereof, unto him the said *B. A.* his, &c. to and for his and their own Use and Benefit for ever, as fully and effectually to all Intents and Purposes, as he the said *A. A.* his, &c. might or could have held and received, or enjoyed the same if these Presents had not been made; **Subject** to the Payment and Securing thereof of the said Annuity, yearly Rent or Sum of 600*l.* unto the said *B. B.* and his Assigns, during his Life, at such Days and Times, and in such Manner, as in the recited Indenture are in that Behalf mentioned and agreed upon; **And** the said *A. A.* doth hereby for himself, his, &c. covenant, &c. to and with the said *B. A.* his, &c. in Manner following, that is to say, that he the said *A. A.* hath duly paid and satisfied to the said *B. B.* the said Annuity, yearly Rent or Sum of 600*l.* and every Part thereof, for and until the Feast-Day of, &c. last past, before the Date of these Presents; **And** also that he the said *A. A.* hath not at any Time heretofore sold, assigned or disposed of the said 12000*l.* *South-Sea* Annuities, and other Premises mentioned or intended to be hereby assigned, or any Part thereof, nor done, committed or suffered any Act, Matter or Thing whatsoever, whereby, or by Means whereof the same, or any Part thereof is, are, shall or may be impeached, charged or incumbered, **Except** as is herein before mentioned; **And further** that he the said *B. A.* his, &c. shall and may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold, receive, take and enjoy the said 12000*l.* *South-Sea* Annuities, and the Dividends, Interest and Produce thereof, and other Premises mentioned or intended to be hereby assigned, and every Part thereof, subject to the Payment thereof of the said Annuity or yearly Rent or Sum of 600*l.* unto the said *B. B.* and his Assigns, in Manner as aforesaid, without any lawful Let, &c. of or by the said *A. A.* his, &c. or of or by any other Person or Persons lawfully claiming, &c. **And moreover**, that he the said

said *A. A.* his, &c. shall and will at any Time, &c. upon Request, and at the Costs and Charges of the said *B. A.* his, &c. make, do, execute, or cause, &c. any further or other lawful and reasonable Acts, Deeds or Things, Assignments or Assurances in the Law whatsoever, for the further and better Assigning and Assuring of the said 12000*l.* *South-Sea* Annuities, and the Dividends, Interest and Produce thereof, and other the said hereby assigned Premises, every or any Part thereof, unto him the said *B. A.* his, &c. to and for his and their own Use and Benefit, **Subject** to the said Annuity of 600*l.* as by the said *B. A.* his, &c. or her or their Counsel, &c. shall be reasonably advised, &c. **And** the said *B. A.* in Consideration of the Premises, doth hereby for himself, his, &c. covenant, &c. to and with the said *A. A.* his, &c. in Manner following, that is to say, that he the said *B. A.* his, &c. shall and will truly perform, fulfil and accomplish, pay and keep all and every the Covenants, Articles, Agreements, Provisoos, Payments, Matters and Things whatsoever, which on the Part and Behalf of the said *A. A.* his, &c. are or ought from henceforth to be done, performed and fulfilled, accomplished, paid and kept by Force or Virtue of the said recited Indenture, or any Covenant, Article, Proviso or Agreement therein contained; and particularly that he the said *B. A.* his, &c. or some of them, shall and will from Time to Time and at all Times hereafter, during the Continuance of the aforesaid Annuity, yearly Rent or Sum of 600*l.* well and truly pay or cause to be paid unto him the said *B. B.* or his Assigns, the same Annuity and every Part thereof, as and when the same shall become due and payable, according to the Purport, true Intent and Meaning of the said recited Indenture; **And also** that he the said *B. A.* his, &c. and some of them, shall and will from Time to Time and all Times hereafter, at his and their own proper Costs and Charges, well and sufficiently save, defend and keep harmless and indemnified the said *A. A.* his, &c. and every of them, and his and every of their Lands and Tenements, Goods and Chattels, of, from and against all and every the said Covenants, Articles, Agreements and Provisoos, Payments, Matters and Things whatsoever, which on the Part and Behalf of him the said *A. A.* his, &c. are or ought from henceforth to be done, performed, fulfilled or accomplished, paid and kept by Force or Virtue of the said recited Indenture, or any Covenant, Article, Proviso or Agreement therein contained, and of, from and against all Actions, Suits, Loss, Costs, Charges, Damages and Expences, which shall or may be brought, commenced or prosecuted against him the said *A. A.* his, &c. or which he, they, or any of them, shall or may sustain, expend, or be put unto, for or by Reason, or on Account of the Non-performance of any of the same Covenants, Articles, Agreements, Provisoos, Payments, Matters or Things as aforesaid. **In Witness, &c.**

Covenant that the Purchaser will perform Covenants with the Annuitants,

particularly to pay the Annuity.

And to indemnify the Grantor.

Assignment of Dividends of South-Sea Annuities by way of a Joint Annuity, for better securing Payment thereof, secured by a Bond of even Date.

THIS Indenture, &c. Between *T. B.* of, &c. of the one Part, and *M. W.* of, &c. *Recitals, viz.* of the other Part. **Whereas** by an Order of the High Court of Chancery, bearing Date, &c. and made in a certain Cause then and there depending, wherein *W. J.* (Administrator of *L. K.* deceased) was Plaintiff, and the said *T. B.* and *A.* his Wife, and others, were Defendants, *It was (inter alia) ordered*, that the Sum of 1000*l.* should be invested in *South-Sea* Annuities in the Name of the Accomptant General of the said Court; *Upon Trust*, that the Interest thereof should be paid to the said *T. B.* for his Life, as by the said Order, Relation, &c. **And whereas** the said Sum of 1000*l.* was laid out in the Purchase of 920*l.* *South-Sea* Annuities, which were transferred to the Account of the said Accomptant General, and were attested by him upon the Trust aforesaid, as by the Report of the said Accomptant General and Certificate of *C. J.* Esq; bearing Date, &c. Relation being thereunto respectively had, may appear: **And whereas** Part of the *South-Sea* Annuities hath been since annihilated, whereby the same are now reduced to the Sum of 914*l.* 16*s.* **And whereas** in Consideration of the Sum of 216*l.* of, &c. to the said *T. B.* by the said *M. W.* paid or agreed to be paid, he the said *T. B.* in and by one Bond or Obligation, bearing even Date with these Presents, became bound unto the said *M. W.* in the Penal Sum of 500*l.* with Condition thereunder written to be void, if he the said *T. B.* his Heirs, Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, during the Joint Lives of them the said *T. B.* and *M. W.* well and truly pay or cause to be paid unto the said *M. W.* her Executors, Administrators and Assigns, one Annuity or yearly Sum of 36*l.* 10*s.* at the Days, Times and Place, and in Manner therein mentioned, as in and by the said Bond or Obligation, Relation being thereunto also had, may appear: **And whereas** for the better securing the Payment of the said Annuity, during such Joint Lives as aforesaid, it hath been agreed by and between the said *T. B.* and *M. W.* that he the said *T. B.* should assign and transfer unto, or otherwise empower the said *M. W.* to receive the Produce of the said *South Sea* Annuities, during the

As to an Order in Chancery, whereby 1000*l.* should be invested in *South-Sea* Annuities in the Name of the Accomptant General, upon Trust, &c. That the same was so laid out, as by his Report, &c. As to the same being since annihilated. As to *T. B.*'s Bond of even Date for paying an Annuity of — to Mr. *W.* during their joint Lives. As to Agreement previous for transferring Produce of the *South-Sea*

Sea Annuities to M. W. for better securing Payment thereof. Joint Lives of them the said T. B. and M. W. **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of 216*l.* of, &c. to him the said T. B. in Hand, &c. by the said M. W. at, &c. the Receipt, &c. he the said T. B. hath bargained, sold, assigned, transferred and set over, and by these Presents doth bargain, &c. and set over unto the said M. W. the Interest, Dividends and Produce of the said 914*l.* 16*s.* *South Sea Annuities*; To have and to hold, receive and take the same, during the Joint Lives of them the said T. B. and M. W. **And** for that Purpose, he the said T. B. hath made, constituted and appointed, and by these Presents doth make, &c. the said M. W. his true and lawful Attorney, from Time to Time, during such Joint Lives as aforesaid, to ask, demand and receive of and from the Accomptant General of the High Court of Chancery, or from whom else it may concern, the Interest or Dividend of the said 914*l.* 16*s.* *South-Sea Annuities*, and all and every Warrant and Warrants, Draft and Drafts, that shall, during such Joint Lives as aforesaid, be drawn and made payable to the said T. B. for or in Respect of such Interest or Dividends, and for him, and in his Name, to give all proper and necessary Receipts and Discharges for the same, or any Part thereof, and from Time to Time, during such Joint Lives as aforesaid, to indorse the Name of him the said T. B. upon all and every such Warrant and Warrants, Draft and Drafts that shall be drawn by the said Accomptant General, and payable to the said T. B. for the Interest or Dividends of the said 914*l.* 16*s.* *South-Sea Annuities*: **And whereas** Part of the said 914*l.* 16*s.* *South-Sea Annuities* may, during such Joint Lives as aforesaid, be paid off and annihilated; **Now** the said T. B. doth hereby for himself, his, &c. covenant, &c. to and with the said M. W. his, &c. by these Presents, that he the said T. B. shall and will from Time to Time consent and agree, and at his own Expence procure all such Sums of Money, as shall at any Time, during such Joint Lives as aforesaid, be paid off by the said *South-Sea Company*, for the Annihilation of any Part of the said 914*l.* 16*s.* *South-Sea Annuities*, to be reinvested and laid out again in *South-Sea Annuities*, **Upon the Trusts** aforesaid; **And** after the same shall have been so re-invested and laid out again, shall and will assign unto, or otherwise empower the said M. W. to receive the Interest, Dividends and Produce thereof, during such Joint Lives as aforesaid; **And** shall not, nor will at any Time, during such Joint Lives as aforesaid, revoke or make void such new Power or Powers, Letter or Letters of Attorney, or these Presents. **Provided always**, and it is hereby agreed and declared by and between the Parties to these Presents, that in Case the said T. B. shall, at any Time after one Year from the Date hereof, be minded and desirous to determine the said Annuity, and shall thereof give six Months Notice in Writing, unto the said M. W. or her Assigns; that then and in such Case, on Re-payment of the said 216*l.* and discharging all Arrears of the said Annuity, and also the said Annuity unto the then next Day of Payment, unto the said M. W. or her Assigns, the said Annuity shall cease and be no longer paid or payable; any Thing herein before contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

*T. B.'s Covenant, that if South-Sea Annuities during Joint Lives, be paid off by the Company, for Annihilation of said 914*l.* 16*s.* that the same shall be again reinvested upon the Trusts aforesaid.*

Not to revoke, &c.

A Power for making Annuity void in one Year's Time on T. B.'s paying, &c.

An Assignment of Annuity and Arrearages thereof to Trustees, in Order to alter the Property, and to vest the same in Trust for the Husband.

Recital of Marriage Articles.

The Husband covenants to levy a Fine, suffer Recovery, &c. for the settling an Annuity to the Wife in Bar of Dower.

THIS Indenture made, &c. Between the Reverend J. H. Doctor of Divinity, and one of the Prebendaries of the Collegiate Church of St. Peter, *Westminster*, of the one Part, and the Right Honourable T. Lord C. B. of H. in the County of B. and Sir C. C. Knt. Master of the Ceremonies, of the other Part. **Whereas** by certain Articles of Agreement indented, bearing Date, &c. and made or, &c. between Sir T. B. (by the Name of, &c. of the first Part, Dame M. B. (by her then Name of M. C. Widow) of the second Part, and F. G. and R. P. Esq; of the third Part; *Reciting* that a Marriage was then intended to be shortly solemnized between the said Sir T. B. and Dame M. B. and which was soon afterwards had and solemnized accordingly, the said Sir T. B. in Consideration thereof, and of the Marriage Portion of the said Dame M. B. *Did* thereby for himself, his Heirs, Executors and Administrators, covenant, &c. to and with the said F. G. and R. P. their Executors and Administrators, that in Case the said intended Marriage should take Effect, he the said Sir T. B. should and would before the End of *Easter-Term* then next ensuing the Date thereof, by Fine, Common Recovery, or by such other good and sufficient Conveyances and Assurances in the Law, as the said F. G. and R. P. or the Survivor of them, or the Executors or Administrators of such Survivor, or his or their Counsel, should advise, well and sufficiently grant, settle and assure *All* those the Manors, Lands, Tenements and Hereditaments, and every Part and Parcel thereof, with their and every of their Appurtenances, lying and being in B. aforesaid; **To the Use, Intent and Purpose**, that the said Dame M. B. should and might have and receive one Annuity or yearly Rent-Charge of 500*l.* of, &c. for and during the Term of her natural Life,

Life, to be issuing out of the said Premises, free and clear of all Parliamentary and other Taxes and Assessments whatsoever, to be paid by quarterly Payments, viz. at the Feasts of, &c. by even and equal Portions; the first of the said Payments to be made at such of the said Feasts as should first happen after the Decease of the said Sir T. B. **Which** said yearly Rent-Charge of 500*l.* is *thereby declared* to be for the Jointure of the said Dame M. B. and as a full Recompence, and in Bar of such Dower and Thirds, as she might afterwards claim out of any the Manors, Lands, Tenements and Hereditaments of the said Sir T. B. and for the better Recovery of the said Annuity or yearly Rent-Charge of 500*l.* a Power of Distress and Entry is given to the said Dame M. B. and her Assigns, in Case of Non-payment: **And whereas** soon after the Execution of the said recited Articles, the said intended Marriage between the said Sir T. B. and Dame M. B. was had and solemnized; but before any Settlement of the said Premises, chargeable with the said Annuity or Rent-charge of 500*l. per Annum* was made by the said Sir T. B. pursuant to his Covenant in the said recited Articles, he the said Sir T. B. departed this Life: **And whereas** the said Dame M. B. did sometime after intermarry with the said Doctor J. H. and being now the Wife of the said Doctor J. H. is still living: **And whereas** by Reason of divers large Mortgages and Incumbrances affecting the said Premises, so chargeable with the said Annuity or yearly Rent-charge of 500*l.* the same Annuity or yearly Rent-charge of 500*l.* has not been duly paid unto the said Dame M. B. since the Decease of the said Sir T. B. but has been left to run in very great Arrears: **And whereas** by a Decree made and pronounced in the High Court of Chancery, on or about the, &c. in a certain Cause there depending, wherein the said Dame M. B. and others were Plaintiffs, and P. P. Esq; and M. his Wife, and others, were Defendants, *It was (inter alia) ordered and decreed, &c.* **And whereas** several Accounts have been stated in Pursuance of the said Decree, and by the last Report of — there was due to the said Doctor J. H. and the said Dame M. his Wife, the Sum of 4527*l.* as by the said Decree, Reports and Proceedings in the said Cause may more fully appear: **And whereas** there is still due and owing a very great Sum of Money to the said Doctor J. H. and the said Dame M. B. his Wife, for Arrears of the said Annuity and other Sums of Money by Virtue of the said Decree, which are not yet liquidated by the stating of the Account and Report of the Master to whom the same stands referred: **Now this Indenture witnesseth**, That to the Intent to vest the absolute Property and Power of Disposition, **In Trust** for the said Doctor J. H. his Executors, Administrators and Assigns, of and in the said Arrears of the said Annuity and the Interest thereof, and of all and every Sum and Sums of Money, Debts, Duties and Demands, by Virtue of the said Decree, or any Proceedings in the said Cause or otherwise, by Reason of the Annuity or Rent-charge of 500*l. per Ann.* or other Demands whatsoever relating thereto, and for and in Consideration of the Sum of 5*s.* of, &c. to the said Doctor J. H. in Hand paid by the two Trustees, &c. the Receipt, &c. **He** the said Doctor J. H. hath bargained, sold, assigned, transferred and set over, and by, &c. unto the said two Trustees, their Executors, &c. **All** and singular the Arrears of the said Annuity or yearly Rent-charge of 500*l.* and the Interest thereof, and all and singular other Sum and Sums of Money whatsoever, Debts, Duties and Demands by Virtue of the said Decree or any Proceedings in the said Cause or otherwise, by Occasion of the said Annuity or Rent-charge of 500*l. per Ann.* or other Demands whatsoever relating thereto, due and owing unto the said Doctor J. H. and Dame M. B. his Wife, or either of them, on the Day of the Date hereof, whether the Accounts thereof be stated or not, together with all such Interest which shall from henceforth accrue and become due for the same respectively; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said Doctor J. H. of, in and to the same and every or any Part or Parcel thereof; **To have and to hold**, receive, take and enjoy the said Arrears of the said Annuity or yearly Rent-charge of 500*l.* and all and singular other the Premises herein before bargained, sold and assigned from henceforth unto the said two Trustees, their Executors, &c. **In Trust nevertheless** for the said Doctor J. H. his Executors, Administrators and Assigns, and to and for no other Use, Trust, Intent or Purpose whatsoever. **And this Indenture further witnesseth**, That to the Intent, the Property of Disposition of the said Annuity or Rent-charge, and the Interest thereof that may hereafter become due during the Coverture between him and his said Wife, may be absolutely vested in Trust for the said Doctor J. H. his Executors, Administrators and Assigns, and for and in Consideration of the Sum of 5*s.* &c. (as above) he the said Doctor J. H. hath bargained, &c. unto the said two Trustees, their Executors, &c. **The** said Annuity or yearly Rent-charge of 500*l.* and the Interest thereof which shall from henceforth grow due, and all the Estate, Right, Title, &c. **To hold** the said Annuity or yearly Rent-charge, &c.

The Marriage; before Annuity settled the Husband died.

The Widow's Marriage. Incumbrances.

Arrears. Decree.

Report.

Arrears still due, and other Monies decreed.

An Assignment of an Annuity, payable out of a Salary which the Assignor is intitled to during his Majesty's Pleasure.

TO all Persons, &c. The Right Honourable *W. A.* Earl of *A.* sendeth Greeting. **W**hereas the said Earl (as one of the Lords of his present Majesty's Bed-Chamber), is intitled to have and receive, during his said Majesty's Pleasure, a Salary or yearly Sum of 1000*l.* **N**ow know ye, and these Presents witness, That for and in Consideration of the Sum of 5*s.* of, &c. to the said *W. A.* Earl of *A.* in Hand paid by *J. R.* of, &c. Esq; at, &c. the Receipt, &c. and for divers other, &c. **H**e the said *W. A.* Earl of *A.* hath assigned, transferred and set over, and by these Presents, **D**oth assign, &c. unto the said *J. R.* his Executors, Administrators and Assigns, **O**ne Annual or yearly Sum of 200*l.* of, &c. (being Part of the said Salary or yearly Sum of 1000*l.* payable to the said Earl by Virtue of his Majesty's Warrant, or by Direction of the Lords Commissioners of his Treasury), and all the Right, Title, Interest, Property, Claim and Demand whatsoever or howsoever, of him the said Earl of *A.* in and to the said hereby assigned yearly Sum of 200*l.* and every Part and Parcel thereof; **T**o have, hold, receive, take and enjoy, the said hereby assigned yearly Sum of 200*l.* unto the said *J. R.* his Executors, Administrators and Assigns, from henceforth, as and for his and their own proper Monies, when and as the same shall become due and payable, for and during the natural Life of the said Earl, and his continuing one of the Lords of his Majesty's Bed-Chamber; **A**nd for the better enabling the said *J. R.* his Executors, Administrators and Assigns, to receive the said yearly Sum of 200*l.* hereby assigned to and for his and their own Use and Benefit, **H**e the said Earl of *A.* hath, and by, &c. **D**oth nominate, ordain, constitute and appoint, and in his Place and Stead depute and put the said *J. R.* his Executors, Administrators and Assigns, the true and lawful Attorney and Attornies, Assignee and Assignees, irrevocable of him the said Earl, and in his Name, (but to and for the only Use and Benefit of his Executors, Administrators and Assigns,) to ask, demand and receive the said hereby assigned yearly Sum of 200*l.* of and from all and every Person or Persons, who are or shall be liable to pay the same; and upon Receipt thereof, or any Part thereof, to make and give such Acquittances, Receipts and Discharges for the same as shall be necessary and sufficient for that Purpose. **I**n Witness whereof he the said Earl hath hereunto set his Hand and Seal this — Day of — in the Year of our Lord —.

II. Concerning Apprentices.

An Assignment of an Indenture of Apprenticeship.

Recital of Indenture of Apprenticeship.

Consideration.

Covenant to perform the Covenants in the Indenture of Apprenticeship.

THIS Indenture made, &c. Between *C. H.* of, — of the one Part, and *S. W.* of — of the other Part. **W**hereas *H. P.* Son of *J. P.* late of — by his Indenture of Apprenticeship, bearing Date, &c. became the Apprentice of the said *C. H.* for the Term of seven Years, commencing from the Date thereof; as by the said Indenture, Relation, &c. **N**ow this Indenture witnesseth, That the said *C. H.* for divers good Causes and Considerations, him hereunto moving, and by and with the Desire and Consent of the said *H. P.* the Apprentice, (testified by his Signing and Sealing these Presents), **H**ath assigned, transferred and turned over, and by, &c. **D**oth, &c. unto the said *S. W.* the said *H. P.* the Apprentice, and the said Indenture of Apprenticeship, and all the Right, Title, Interest, Term, Service, Benefit, Claim and Demand whatsoever, of him the said *C. H.* of, in, or unto the said Apprentice, by Force and Virtue of the said recited Indenture or otherwise howsoever; **T**o have and to hold the said Apprentice, and the said Indenture of Apprenticeship, Right, Title, Interest, Benefit and Service, hereby assigned unto the said *S. W.* his Executors, Administrators and Assigns, from henceforth, for and during all the Residue and Remainder now to come and unexpired of the said Apprenticeship or Term of seven Years aforesaid; and that in as ample and beneficial Manner and Form to all Intents and Purposes whatsoever as he the said *C. H.* might, could or ought to have held and kept the said Apprentice by Force and Virtue of the said recited Indenture or otherwise howsoever; (**U**nder and subject nevertheless to the Covenants and Agreements therein on the Part of the said *C. H.* to be done and performed); **A**nd the said *S. W.* doth for himself, his Executors and Administrators, covenant, promise and agree to and with the said *C. H.* his Executors and Administrators by these Presents, that he the said *S. W.* his Executors and Administrators, shall and will well and truly observe, perform, fulfil and keep the Covenants and Agreements in the said recited Indenture of Apprenticeship, on the Part and Behalf of the said *C. H.* to be done and performed.

It may be made short, thus :

TO all, &c. **Whereas** T. H. by his Indenture, &c. hath put R. H. his Son, an Apprentice to me the said A. B. to learn, &c. as in, &c. **Know ye**, That I the said A. B. **Have**, &c. **To have and to hold**, &c. now to come, **Do** finding to the said Apprentice, Meat, &c. and all other Necessaries during the said Term, and teaching and instructing him in the Art aforesaid, as I A. B. am obliged and bound according to the Tenor of the said Indenture. **In Witness**, &c.

And this Indemnity of the Assignor may be added,

AND of and from the said recited Indentures of Apprenticeship, and all Covenants, Matters and Things therein by the said A. B. to be done and performed; and all Actions, Suits, Costs, Charges, Payments, Troubles and Damages by Reason thereof, at all Times hereafter shall and will indemnify and save harmless him the said A. B. his, &c. and his and their Goods and Estate.

Another.

TO all, &c. I R. C. of — send Greeting. **Whereas** my Apprentice A. B. has certain Years yet to come and unexpired of his Apprenticeship, to wit, — whole Years from — last past, as by his Indenture of Apprenticeship, bearing Date, &c. doth appear: **Now know ye**, that I the said R. C. for divers good, &c. me hereunto moving, **Have** given, granted, assigned and set over, and by, &c. **Do** fully, freely and absolutely give, &c. unto F. J. of —, his, &c. **All** Right, Title, Duty, Term of Years to come, Service and Demand whatsoever, which I the said R. C. have, in, or to the said A. B. or which I may or ought to have in him by Force and Virtue of the said Indenture of Apprenticeship: **And moreover** I the said R. C. do by these Presents, covenant, promise and agree, to and with the said F. J. his, &c. that notwithstanding any Thing by me the said R. C. to be done to the contrary, the said A. B. shall, during the said Term of — Years, well and truly serve the said F. J. as his Master, and his Commandments lawfully and honestly do, and from his Service shall not absent himself Day nor Night during the Term aforesaid. **Provided** that the said F. J. shall well intreat and use the said A. B. finding him Meat, Drink, &c. and all other Necessaries during the said Term. **In Witness**, &c.

Another, wherein the Master not only assigns the Apprenticeship, but the Apprentice binds himself to the Assignee, and covenants to serve him faithfully, &c. and the Master covenants to find Meat, &c. and to instruct the Apprentice, and when out of his Time to pay him a Sum to buy him Necessaries, with a Proviso to make the Assignment void in case of his absenting himself from his Master's Business.

THIS Indenture made, &c. **Between** J. C. Citizen and B. of London and T. G. (the now Apprentice of the said J. C.) of the one Part, and E. C. of, &c. B. of the other Part. **Whereas** the said T. G. by his Indenture of Apprenticeship, bearing Date, &c. **Recital of Indentures.** hath thereby put and bound himself as an Apprentice to serve the said J. C. for the Term of seven Years from the Date thereof, in such Manner as therein is mentioned, as by the said Indenture more fully may appear: **And whereas**, for the Considerations herein after mentioned, **Agreement for Assignment.** **It is hereby mutually agreed** between all the Parties hereto, that the said E. C. from henceforth shall be intitled to and have all Benefit and Profit of the future Service of the said T. G. during the now Residue of his said Apprenticeship: **Now these Presents witness,** **The Master's Assignment.** That in Pursuance of the said Agreement, and to the Intent that the said T. G. may be further improved in the Art or Trade of a B. and also for and in Consideration of the Sum of, &c. to the said J. C. in Hand paid by the said E. C. at or before the Executing hereof, and for other good Considerations, **Do** the said J. C. (by and with the free Consent of the said T. G. testified by his Executing hereof), **Hath** and by these Presents (as much as in him lieth) **Doth** give, assign, transfer and set over unto the said E. C. all and all Manner of Benefit, Profit and Advantage whatsoever, which from henceforth can, shall or may be had or obtained, or made by Virtue of any future Service of the said T. G. during all the now Residue of his said seven Years Apprenticeship, and also all the Right, Interest, Property, Benefit, Claim

The Appren-
tice binds him-
self to the Af-
fignee, and
covenants to
serve faithfully,
&c.

The new Ma-
ster covenants
to find Meat,
Drink, Wash-
ing and Lodg-
ing, and teach
the Appren-
tice, and pay
him Money at
the Expiration
of his Appren-
ticeship to buy
him Necessa-
ries.
Provido that if
the Appren-
tice absents
himself, these
Articles to be
void.

Claim and Demand whatsoever of him the said *J. C.* of, in or to any such future Service of the said *T. G.* by Virtue of the said recited Indenture, together with all Benefit and Advantage whatsoever, or otherwise howsoever: **And these Presents further witness,** That for the Considerations before, and herein after mentioned, he the said *T. G.* (by and with the Direction and Consent of the said *J. C.* testified also by his Executing hereof), **Doth** hereby bind himself truly to serve the said *E. C.* for the now Residue of the said seven Years; **And** doth hereby covenant with the said *E. C.* that the said *T. G.* shall and will from henceforth to the utmost of his Power, well, faithfully, diligently and honestly serve him the said *E. C.* during all the now Residue of his said seven Years Apprenticeship, and that in every Respect as an honest Apprentice ought to do and perform: **And these Presents further witness,** and the said *E. C.* in Consideration of such Service as aforesaid to be by him the said *T. G.* done and performed, **Doth** hereby covenant to and with the said *T. G.* in Manner as follows, *viz.* That he the said *E. C.* during all the now Residue of the said Term, shall find and provide the said *T. G.* with Meat, Drink, Washing and Lodging; **And also** use his utmost Endeavours to teach and further instruct the said *T. G.* in the said Art or Trade of a B. **And further,** That he the said *E. C.* shall and will well and truly pay or cause to be paid unto the said *T. G.* the full Sum of 6*l.* 6*s.* within one Month next after the End of his said Apprenticeship, which will expire on the, &c. to buy him Cloaths and what other Necessaries he shall think fit. **Provided always,** and it is hereby expressly agreed between all the Parties hereto, That in case he the said *T. G.* shall not serve out the Residue of his said Apprenticeship with the said *E. C.* in Manner as aforesaid, according to the true Intent and Meaning of these Presents, or that if he the said *T. G.* shall at any Time absent himself from the Service of the said *E. C.* for the Space of two Days, (without the Consent of the said *E. C.*) then in any such case *these Presents and every Covenant, Matter and Thing herein before contained shall be absolutely null and void*; any Thing herein contained to the contrary notwithstanding. **And lastly,** for true Performance, &c. (*Penalty.*) **In Witness,** &c.

An Assignment of an Indenture of Apprenticeship, in Consideration of finding Victuals, &c. according to the Custom of London, &c. with a Covenant to endeavour to procure the Apprentice's Freedom.

Recital of
Indentures.

Consideration
of finding Vic-
tuals, &c.
according to
the Custom of
London.

T**O** all Persons to whom, &c. *J. H.* Citizen and Vintner of London, sendeth Greeting. **Whereas** *J. B.* (Son of *H. B.* late of, &c. deceased) by his Indenture of Apprenticeship, dated the, &c. **Hath** bound himself to the said *J. H.* as an Apprentice, him to serve from the Date thereof, for and during the Term of seven Years, in such Manner as therein mentioned, as by the said Indenture more fully may appear: **Now these Presents witness,** That in Consideration *J. B.* of London, Merchant, hath agreed from the Date hereof to find and provide the said *J. B.* with Meat, Drink, Lodging, Apparel, and all other Necessaries, according to the Custom of the City of London, during the Residue of the said Term of seven Years, and to indemnify the said *J. H.* therefrom, and also for other good Considerations him thereunto moving, **He** the said *J. H.* (at the Request of, and by and with the Consent and Approbation of the said *J. B.* testified by his subscribing his Name as Witness hereto) **Hath**, and by these Presents, as much as in him lies, **Doth** freely, clearly and absolutely assign, transfer and set over, unto the said *J. B.* his Executors, Administrators and Assigns, **As well** the said recited Indenture, and all Benefit whatsoever to be had or made thereof, **As also** all the Right, Interest, Property, Profit, Advantage, Claim and Demand whatsoever or howsoever, to arise or be had or made to him the said *J. H.* from henceforth, of the Service of him the said *J. B.* during the now Residue of the said Term of seven Years, by Force, Virtue or Means of his said Indenture of Apprenticeship, or otherwise howsoever; **And** he the said *J. H.* **Doth** hereby for himself, his Executors and Administrators, covenant, promise and agree to and with the said *J. B.* his Executors, Administrators and Assigns, that he the said *J. H.* his Executors or Administrators, at the End of the said seven Years, shall and will at the Request and Charge of the said *J. B.* use his utmost Endeavours to obtain and procure the said *J. B.* to be made a Freeman, as well of the Vintners Company in the said City of London, as also of the same City. **In Witness** whereof the said *J. H.* hath hereunto set his Hand and Seal, this — Day of, &c.

An Assignment of an Assignment of an Apprentice, wherein the now Assignor releases his Right to the Assignee, and the Apprentice covenants to serve; with other Covenants as to finding Clothes, &c.

THIS Indenture Tripartite made the, &c. **Between T. H.** of, &c. Butcher, and **J. T.** his now Apprentice, of the first Part, **E. C.** of, &c. Butcher, of the second Part, and **R. W.** of, &c. Widow, of the third Part. **Whereas** by a certain Indenture or Instrument in Writing, dated, &c. the said **J. T.** Did thereby put and bind himself as an Apprentice duly to serve to **N. H.** Glover, from the Date thereof for the Term of seven Years; **And** whereas by an Indorsement made thereon dated, &c. the said **J. T.** by the Consent of the said **N. H.** Did thereby bind himself to the said **T. H.** as an Apprentice for the Term of six Years and three Months, being the then Remainder of his seven Years Apprenticeship: **Now these Presents witness,** That the said **T. H.** for good Considerations him thereunto moving, and by these Presents **Doth**, by and with the Consent of the said **J. T.** (testified by Executing thereof) assign, transfer and set over unto the said **E. C.** his Executors and Assigns the above recited Indenture or Instrument, and all Benefit, Profit and Advantage whatsoever which from henceforth can, shall or may be had or made by Virtue of any Service of **J. T.** **And** the said **T. H.** **Doth** hereby remise, release and for ever quit-claim unto the said **E. C.** his Executors and Assigns, **All** the Right and Interest, Term of Years, Property and whatsoever of the said **T. H.** of, in or to the Service of the said **J. T.** or of, in Profit or Advantage whatsoever to arise or be had or made thereby by Virtue of the Instrument, or otherwise howsoever; **And** the said **J. T.** in Consideration that he may be fully instructed in the Trade of a Butcher, and also that the said **E. C.** is to find and provide him with Mear, Drink, Washing, Lodging and all Apparel, (except Stockings and Shirts) during the said four Years, **Doth** by these Presents (by and with the Consent of the said **T. H.** testified also by his Executing hereof) voluntarily and of his own Free-Will and Accord, covenant and bind himself unto the said **E. C.** his Executors and Assigns, for and as an Apprentice, in all Respects duly to serve, according to the Purport of the before recited Indenture or Instrument, from the Date hereof, for and during the Residue of the said Term of four Years from thence next ensuing: **And** the said **E. C.** in Consideration of such Service to be so performed, **Doth** hereby covenant to and with the said **R. W.** her Executors and Assigns, That he the said **E. C.** his Executors and Assigns, shall and will use his utmost Endeavours to teach and instruct him the said **J. T.** in the Trade of a Butcher; and also that he and they, at his and their Charge, shall and will find and provide the said **J. T.** with Meat, Drink, Washing, Lodging, and all Apparel, (except Stockings and Shirts;) **And** also before the End of the said four Years (on his the said **J. T.**'s good Behaviour) give to him the said **J. T.** a new Suit of Clothes; **And** the said **R. W.** **Doth** hereby covenant to and with the said **E. C.** his Executors and Assigns, that she the said **R. W.** her Executors and Assigns, at her and their Charge, during all the said Term of four Years, shall and will find and provide the said **J. T.** with Stockings and Shirts proper and convenient: **And** each of the Parties hereto for true Performance of each Party's Part to be paid and performed, do and doth hereby bind themselves to each other in the penal Sum of 5*l.* firmly by these Presents. **In Witness, &c.**

An Agreement on Cancelling the above Assignment.

WE the above named **E. C.** **R. W.** and **J. T.** **Do** hereby agree and declare, that the above mentioned Articles, and all and every the Articles, Covenants, Clauses, Conditions and Agreements therein contained, shall from henceforth be null, void and of no Effect; any Law, Usage, Custom, or otherwise whatsoever to the contrary thereof notwithstanding. **As witness** our Hands this — Day of, &c.

An Assignment of an Apprentice who had absented, whereby (in Pursuance of an Agreement) he is assigned over; and he covenants to serve the Time in the Indentures, and a further Time; with Variety of Special Covenants.

THIS Indenture, &c. made, &c. **Between N. T.** of London, Taylor, **R. W.** of, Bound Time &c. Taylor, and **W. H.** of London, Packer, and **E. H.** his Brother. **Whereas** by Indenture dated, &c. the above named **E. H.** is bound as an Apprentice to the said **N. T.** for the Term of seven Years, from the Date of the said Indenture, of which Time there is now to come about three Years and seven Months; **And** whereas the said **E. H.** having some Absence and Differences, Part

Part of his Term absented himself from the Service of the said *N. T.* and some Differences having happened between them, **It is agreed**, upon the Considerations and Covenants herein after mentioned, That the said *E. H.* shall serve the Remainder of the said seven Years with the said *R. W.* And he the said *E. H.* hath further agreed to serve the said *R. W.* after the Expiration of the said Term of seven Years, a further additional Term of about 17 Months, which in the whole, from the Date hereof, is to complete and make up the same to a Term of five Years: **Now these Presents witness**, That the said *N. T.* in Consideration that the said *R. W.* from the Date hereof, is to find and provide the said *E. H.* with all Things needful and necessary as a Servant, and thereof and therefrom to save harmless and indemnified the said *N. T.* as also of teaching him the Trade of a Taylor, and also for and in Consideration of the Sum of 5*l.* of lawful Money, covenanted to be paid him as herein after is mentioned, by the said *W. H.* and for other valuable Considerations him moving, **Doth**, (by and with the Consent of the said *W.* and *E. H.* testified by their Signing and Sealing hereof) assigned, transferred and set over, and by, *&c. Doth*, &c. unto the said *R. W.* the said recited Indenture of Apprenticeship, and all the Right, Title, Interest, Advantage, Service, Command and Demand whatsoever, which the said *N. T.* now hath, may, might, or of Right ought to have by Virtue of the said recited Indenture, or otherwise howsoever; to have, hold and enjoy the same, unto the said *R. W.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during all the Residue and Remainder now to come and unexpired of the said Term of seven Years, in as full and ample Manner, to all Intents and Purposes whatsoever, as he the said *N. T.* could or might have enjoyed the same, in case these Presents had not been made; **And** the said *E. H.* by and with the Consent of his said Brother *W.* testified as aforesaid, doth hereby covenant and bind himself to the said *R. W.* his Executors, Administrators and Assigns, for such further Term of about 17 Months, as shall immediately from and after the Expiration of the said Term of seven Years, make the full and complete Term of five Years; **And** that he the said *E. H.* during all the said five Years shall not, without the Consent of the said *R. W.* absent himself from his Service, either by Day or Night; and also shall and will faithfully, diligently and honestly, during the said five Years, serve the said *R. W.* and all his lawful Orders and Commands do, observe and perform in all Respects to his utmost, as an honest faithful Servant ought to do: **And** the said *R. W.* for himself, his, *&c.* doth hereby covenant and agree to and with the said *N. T.* his Executors and Administrators in Manner following, *viz.* That he the said *R. W.* shall and will, during all the Remainder of the said seven Years now to come, find and provide the said *E. H.* with Meat, Drink, Washing, Lodging, Apparel, (Linen excepted) and all other Necessaries, needful and requisite for a Servant, as usual, and thereof and therefrom shall save, keep harmless and indemnified the said *N. T.* his, *&c.* and also shall use his Endeavours to teach and instruct, or cause to be taught and instructed, the said *E. H.* in the Trade of a ———: **And** the said *R. W.* doth likewise covenant with the said *E. H.* that he the said *R. W.* shall, during the said additional Term of 17 Months, to commence as aforesaid, find and provide him the said *E. H.* with all Things needful and requisite, as usual, in Manner as aforesaid: **And** the said *N. T.* for himself, *&c.* doth hereby covenant and agree to and with the said *E. H.* that when he the said *E. H.* shall have duly served the said *R. W.* his Executors or Assigns, the said full Term of five Years, in Manner as aforesaid, that then he the said *N. T.* his Executors, Administrators or Assigns, shall and will (at the Request, Costs and Charges of the said *E. H.*) use his utmost Power and Endeavour to cause and procure the said *E. H.* to be made a Freeman of the City of *London*, and of the Company of Merchant-Tailors, as tho' he the said *E. H.* had actually served him the said *N. T.* all the said Term of seven Years, pursuant to the said recited Indenture: **And** the said *W. H.* for himself, his Executors and Administrators, doth by these Presents covenant and agree to and with the said *R. W.* his Executors, Administrators and Assigns, That he the said *W. H.* shall and will, during all the said five Years, find and provide the said *E.* his Brother with Shirts, Neckcloths, and other Linen proper; **And** also in case he the said *E. H.* shall not from the Date hereof well and faithfully serve the said *R. W.* his Executors, Administrators and Assigns, during the said Term of five Years, or in case he the said *E. H.* shall during that Term absent himself from his Service, either by Day or Night, without the Privity or Consent of the said *R. W.* that then he the said *W. H.* his Heirs, Executors, Administrators or Assigns, shall pay, or cause to be paid, unto the said *R. W.* his Executors, Administrators or Assigns, the full Sum of 30*l.* of lawful Money of *Great Britain*; **And** for the true Performance hereof, the said *W. H.* doth hereby for himself, his Heirs, Executors and Administrators, bind and oblige himself to the said *R. W.* his Executors, Administrators and Assigns, in the penal Sum of 60*l.* of lawful Money, firmly by these Presents: **And** the said *W. H.* for the Considerations above mentioned, doth hereby for himself, his Heirs, Executors and Administrators, covenant and agree to and with the said *N. T.* his Executors and Assigns, that he the said *W. H.* his Heirs, Executors or Administrators,

Agreements.

Assignment.

The Apprentice binds himself to the Assignee.

The new Master covenants with the old Master to find Meat, &c.

and to instruct, &c. and with the Apprentice as to further Time.

The old Master covenants that after all such Servitude, to endeavour to get the Apprentice's Freedom. Apprentice's Friend covenants to find Clothes, and in case the Apprentice shall absent himself, to pay a Sum of Money to the new Master,

and to pay the old Master 20*s.* per Ann. in Consideration of the Premises.

ministrators, shall and will pay, or cause to be paid, unto the said *N. T.* his Executors, Administrators or Assigns, the full Sum of 5*l.* of lawful Money, by five yearly Payments, at 20*s.* each, in Manner following, *viz.* 20*s.* the first Payment on *Midsummer-Day* next, and so 20*s.* yearly on every *Midsummer-Day* successively, until the said 5*l.* shall be fully paid, the last of which Payments to be at *Midsummer* —. And for the true Performance of which several Payments aforesaid on the respective Days aforesaid, he the said *W. H.* doth hereby for himself, his Heirs, Executors and Administrators, bind and oblige himself to the said *N. T.* his Executors, Administrators and Assigns, in the Penalty of 10*l.* firmly by these Presents. **In Witness, &c.**

An Assignment of two Apprentices.

TO all, &c. I *A. N.* Citizen, &c. send, &c. **Whereas** my Apprentices *J. S.* and *G. R.* have certain Years yet to come and unexpired of their several Apprenticeships, to wit, the said *J. S.* one whole Year and a Half, from the Feast of, &c. last past, and the said *R. G.* the Years to Space of two Years and a Half, from the said Feast, as by their several Indentures thereof unto come. me the said *A. N.* made and sealed at large, it doth and may appear: **Now know ye,** That Assignment. I the said *A. N.* for divers, &c. and the rather for that it stands with the good Liking and Pleasure of my said Apprentices, **Have** given, granted, assigned and set over, and by these Presents **Do,** &c. unto my well-beloved Friend *R. H.* Citizen and H. of *London,* All such Right, &c. which I the said *J. N.* have of, in and to the said *J. S.* and *R. G.* my said Apprentices, or which I might or ought to have of and in them or either of them, by Force and Virtue of the above recited Indentures of Apprenticeships, that is to say, the true and faithful Service of *J. S.* for and during the Space of one whole Year and a Half from, &c. as aforesaid; and the like honest and dutiful Service of *R. G.* for and during the Time and Space of two whole Years and a Half, &c. from the Feast-Day as is afore declared; **Giving** and by **Power.** these Presents granting unto the said *C. B.* my full Power and lawful Authority for the having, keeping and enjoying of my said Apprentices, during the Times before mentioned and not expired; **And moreover,** the said *A. N.* doth by these Presents covenant, promise and grant, **Covenant for** to and with the said *C. B.* his, &c. that the said *J.* and *G.* my Apprentices shall, during their faithful Service, well and truly serve the said *C. B.* as their Master, and his Commandments vice. lawful and honest every where shall do, and from the Service of him, they, nor either of them, shall not be absent or prolong himself by Day or Night, during the said several Terms of their aforesaid Apprenticeships yet to come and unexpired; **Provided** that he the said *C. B.* their **The Master** Master shall well intreat and use the said *J.* and *G.* as becometh Apprentices in such Case to be to use them well, and find them Necessary. used, finding unto them, and either of them, Meat, &c. and all other Necessaries during the said Term. **In Witness, &c.**

An Assignment of an Indenture of Apprenticeship by the Executor of the deceased Master.

TO all People to whom, &c. I *S.* of, &c. Gent. Executor of the last Will and Testament of *R. D.* of, &c. Ironmonger, deceased, send Greeting. **Whereas** *A. B.* (Son Recital of be- of *C. B.* of, &c. *Did* of his own free and voluntary Will, by and with the Advice and Con- ing bound. sent of the said *C.* his said Father, testified, &c. by his Indenture of Apprenticeship, bearing Date, &c. put himself Apprentice to the said *R. D.* the Science, Art, Trade or Mystery of an Ironmonger, which he the said *R. D.* then used, to be taught and instructed, and him the said *R. D.* after the Manner of an Apprentice to serve from the Day next before the Date of the said recited Indentures, for and during and unto the full End and Term of seven Years from thence next ensuing, and fully to be compleat and ended; as in and by the said recited Indentures of Apprenticeship it doth and may appear: **And whereas** the said *R. D.* on or about **Master's** the, &c. departed this Life, having first made his last Will and Testament in Writing, and Death. thereby appointed me the said *S. B.* sole Executor thereof; as in and by the said last Will and Executor ap- Testament it doth and may appear: **And whereas** the said *A. B.* hath already served four pointed. Years, (Part of the said Term of seven Years) **And** that the said *A. B.* may serve out the **Time served.** Remainder of the said Term of his Apprenticeship, and be fully taught and instructed in the said Mystery, Art or Trade of an Ironmonger, according to the Contents of the said Indentures; **Know ye** therefore, that I the said *S. B.* at the Request of the said *A.* and by and with **Assignment.** the Advice and Consent of the said *C. B.* his said Father, testified by their Executing hereof, and for divers other good Causes and valuable Considerations me hereunto moving, **Have** granted, assigned and set over, and by these Presents **Do** fully and absolutely grant, assign and

set over unto S. P. of, &c. Ironmonger, All such Right, Title, Duty, Term of Years yet to come, Service and Demand whatsoever, which I the said S. B. have or hath in or to the said A. B. or which I may or ought to have in him by Force and Virtue of the said Indenture of Apprenticeship, as being Executor to him the said R. D. as aforesaid: **And moreover**, I the said S. B. **Do** by these Presents covenant, promise and agree, to and with the said S. P. his Executors and Assigns, that notwithstanding any Matter or Thing by me the said S. B. already done or to be done hereafter to the contrary, the said A. B. shall as an Apprentice for and during the Space and Term of three Years from the Date of these Presents, (being the Remainder of the said Term of seven Years) well and truly serve the said S. P. as his Master, and his Commands lawful and honest shall do, and from his Service shall not absent himself Day or Night during the said Term of three Years, (Remainder of the said Term of seven Years as aforesaid); **The** said C. B. during the said Term finding and providing for the said A. B. his said Son sufficient Wearing Apparel of all Sorts fitting for such Apprentice. **And** the said S. P. for himself, his Executors and Administrators, **Doth** hereby covenant, promise, grant and agree, to and with the said C. B. his Executors and Administrators, that he the said S. P. his said Apprentice, the said Art, Science, Trade or Mystery of an Ironmonger, which he now useth, shall and will not only well and sufficiently teach and inform, or cause to be taught and informed, the best way that he may or can, but also shall and will find and provide for him the said A. B. his said Apprentice with Meat, Drink, Washing and Lodging, meet and convenient for such Apprentice during the said Term of three Years, Residue and Remainder of the said Term of seven Years. **In Witness, &c.**

Covenant to
serve the Af-
signee,

he finding
Apparel,

Master's Cove-
nant to teach
the Appren-
tice, and find
Viſuals, &c.

III. Of Articles of Agreement.

An Assignment of Articles of Agreement for the Sale of Timber, and the Money arising therefrom for the Payment of Debts in a Schedule.

THIS Indenture Tripartite, made, &c. **Between** A. B. of, &c. of the first Part, C. D. of, &c. and E. F. of, &c. of the second Part, and G. H. of, &c. J. K. &c. of the third Part. **Whereas** by Articles of Agreement indented, bearing Date, &c. made, &c. **Between** the said A. B. of the one Part, and K. E. of, &c. of the other Part, *It is witnessed*, that the said A. B. for the Consideration therein after mentioned, *Did* grant, &c. unto the said K. E. All the Merchantable Oak Timber then standing and growing in, &c. *In Consideration* whereof the said K. E. *Did* thereby for himself, his Executors and Administrators, agree to and with the said A. B. his Heirs, Executors and Administrators, that he the said K. E. his Executors, Administrators or Assigns, should and would pay, or, &c. unto the said A. B. his, &c. for the said Timber, after the Rate of ——— per Ton. *And* it is thereby mutually covenanted, &c. by, &c. that the said Timber should be measured according to Custom 50 Feet per Ton, round Measure; *And also* the said Parties *Did* thereby agree for themselves, &c. that the said Timber should be felled, &c. (*Reciting the whole Agreement*): **Now this Indenture witnesseth**, that the said A. B. for the further and better securing the Payment of all the Debts mentioned and contained in the Schedules hereunto annexed, and for and in Consideration of the Sum of, &c. he the said A. B. **hath** bargained, sold, assigned, transferred and set over, and by, &c. **Doth**, &c. unto the said C. D. and E. F. their, &c. **The** said recited Articles of Agreement made between him the said A. B. and the said K. E. and all Monies hereafter due, payable or to be paid thereupon, and the full Benefit, Profit and Advantage thereof, from and after, &c. last past, the Payment then due being to be made to the said A. B. to and for his own Use; **To have and to hold** the said Articles, and all the said Monies due and payable, or to be paid thereupon, and the full Benefit, Profit and Advantage thereof, unto the said C. D. and E. F. their Executors, Administrators and Assigns, **Upon the Trusts ne- vertheless**, and to and for the Uses, Intents and Purposes herein after mentioned, expressed and declared concerning the same: **And** it is hereby declared and agreed by, &c. all, &c. that the said recited Articles and the Benefit thereof, and of the Money thereby payable, is and are so assigned to the said C. D. and E. F. upon the Trusts following, (that is to say), **Upon Trust** that the said C. D. and E. F. their Executors, &c. do and shall receive and take of and from the said K. E. his, &c. all such Sum and Sums of Money as shall become due and payable by Force or Virtue of the said Articles, and pay and apply the same Money in Discharge of the Costs and Charges of the Trusts hereby created; and after the Payment of the same, then **Upon Trust** to pay and discharge the Principal Money and Interest due to the several Persons in the Schedules hereunto annexed, or so far as the same will extend, in such Proportions, &c. **And** for the Purposes aforesaid the said A. B. **hath** made, &c. and by, &c. **Doth**, &c. the said C. D. and E. F. his true and lawful Attornies irrevocably, &c. for him and in his Name, or in the

Recital of the
Articles.

Trusts.

Letter of At-
torney.

Names

Names of the said Trustees, their Executors and Administrators, but for the Purposes afore-
said, to ask, &c. of and from the said K. E. All such Sum, &c. which now are or shall grow
due and payable to the said A. B. his, &c. upon or by Virtue of the said recited Articles, and
to take and use all lawful Ways, &c. In Witness, &c.

An Assignment of Articles of Agreement for the Sale of Goods.

By Indorsement.

KNOW, &c. indorsed, That I A. B. &c. Administratrix of the within named C. B.
late, &c. deceased, for and in Consideration of, &c. the Receipt, &c. Have granted,
bargained, sold and assigned, and Do hereby grant, &c. unto the said D. E. of, &c. the
within written Articles of Agreement, and all and every the Goods mentioned in the Schedule
thereunto annexed; and all or any Sums of Money to become or grow due by or upon any Co-
venant or Agreement therein contained; and all Right of Action, Estate, Benefit, Advantage,
Claim and Demand whatsoever, or otherwise, in any Manner of wife; To have, hold, re-
ceive, take and enjoy all and singular the said Goods, and all other the Premises, with the Ap-
purtenances, unto the said D. E. his, &c. to his and their own Use and Uses, and as his and
their own proper Goods and Chattels from henceforth for ever, free and clear of all former and
other Estates, Debts, Charges and Incumbrances whatsoever committed, done or suffered by
me the said A. B. or the said C. B. deceased, or any other Person or Persons whatsoever: And
I the said A. B. Do make, &c. the said C. D. his, &c. to be my true and lawful Attorney,
to demand, &c. All and singular the said Premises before bargained, &c. by all lawful Ways
and Means whatsoever, and upon Receipt, &c. In Witness, &c.

IV. Of Attornies Clerks.

An Assignment of Articles of Clerkship.

THIS Indenture Tripartite, made the, &c. Between E. S. of, &c. of the first
Part, J. S. (Nephew of the said E. S.) of the second Part, and P. P. of the third Part.
Whereas, &c. (Recital of Articles of Clerkship, see Tit. Recitals): Now this Indenture
witnesseth, that (in Consideration the said P. P. hath agreed from the Date hereof to find and
provide the said J. S. with competent and sufficient Meat, Drink, Washing and Lodging during
the now Residue of the said Term of five Years, and also to pay him the said J. S. the yearly
Sum of 10*l.* per Ann. during the last three Years of the said Term of five Years; and like-
wise at the End of the said Term to use his Endeavours to get the said J. S. admitted an At-
torney in such Manner as herein after expressed) he the said E. S. (at the Request, and by and
with the Consent and Approbation of the said J. S. testified by his being a Party to and Exe-
cuting hereof) Hath, and by these Presents (as much as in him lies) Doth freely, clearly and
absolutely assign, transfer and set over unto the said P. P. his Executors and Assigns, As well
the said recited Articles, and all Benefit whatsoever to be had or made thereof; As also all the
Right, Interest, Property, Profit, Advantage, Claim and Demand whatsoever or howsoever
to arise, or be had or made to him the said E. S. from henceforth, of the Service of him the
said J. S. during the now Residue of the said Term of five Years, by Force, Virtue or Means
of the said recited Articles, or otherwise howsoever. And he the said P. P. for himself, &c.
doth hereby covenant, &c. to and with the said E. S. his, &c. by these Presents, in Manner
as follows, viz. That he the said P. P. shall and will, at all Times during the Residue of the
said five Years, in the best Manner he can, instruct and inform the said J. S. as his Clerk, in
the Business or Practice of an Attorney in his Majesty's Courts of K. B. and C. P. and also as a
Solicitor in the Courts of C. and E. and all other Courts which he the said P. P. now or shall
use and practice during the Residue of the said Term, and in all the Manner, Method and
Reasons of doing the same; and also that he the said P. P. his Executors or Assigns, shall and
will from the Day of the Date hereof, at his and their Charge find, allow and provide the said
J. S. competent and sufficient Meat, Drink, Washing and Lodging, during all the now Re-
sidue of the said Term of five Years, and thereof and therefrom save, keep harmless and in-
demnified the said E. S. his Executors and Administrators; And also that he the said P. P. his
Executors or Assigns, shall and will well and truly pay to the said J. S. during the last three
Years of the said Term of five Years, the yearly Sum of 10*l.* clear of all Deductions what-
soever, for and towards his Expences, and for finding him with Clothes and other Necessaries;
the same to be paid to him yearly on the first Day of every Hilary Term, Easter Term, Trinity
Term

Term and *Michaelmas* Term, by four equal Proportions; the first of which Payments being 50 s. to begin and be made on the first Day of *Hilary* Term now next ensuing. And lastly, each of them the said *E. S.* and *P. P.* do hereby covenant with the said *J. S.* that they the said *E. S.* and *P. P.* at the Request and Charge of the said *J. S.* at any Time after the Expiration of the said Term of five Years, shall and will make several Affidavits of the respective Times of Service of him the said *J. S.* with them the said *E. S.* and *P. P.* and also do any other lawful Act for the getting him the said *J. S.* to be admitted as an Attorney either in his Majesty's Court of *K. B.* or *C. P.* at *Westminster*, as shall be adjudged needful and requisite for that Purpose. In Witness, &c.

Part of another.

Recital of the Master's Death. Assignment. Covenant to serve. Fidelity, &c. Covenant to instruct, &c.

Whereas the said *C. E.* is lately dead, and the said *T. K.* having duly served his Clerkship to the said *C. E.* from, &c. to the Time of his Death, is now desirous to serve the Remainder of his Term of five Years Clerkship to and with the said *A. B.* Now this Indenture witnesseth, That the said *T. K.* (by and with the Consent of his Father the said *E. K.* testified by his Executing hereof) hath, and by these Presents doth put himself to the said *A. B.* him to serve as his Clerk for the Remainder of the said Term of five Years, to commence from the Day of the Date of these Presents: And this Indenture further witnesseth, That they the said *E. K.* and *T. K.* for themselves jointly and severally, and for their several and respective Heirs, Executors and Administrators, do covenant, promise and agree, to and with the said *A. B.* his Executors, Administrators and Assigns, by these Presents, that he the said *T. K.* from the Day of the Date hereof, shall and will well, truly, faithfully and diligently serve the said *A. B.* as his Clerk during the Remainder of the said Term of five Years; And that he the said *T. K.* during the Remainder of the said Term, the Secrets of the said *A. B.* shall keep; the Goods, Money, Samps and Writings of the said *A. B.* he the said *T. K.* shall in no wise imbezil or lose, nor suffer any other Person or Persons whatsoever so to do; and also shall make just and give true Accounts of all Monies whatsoever which he at any Time shall receive from, or to or for the Use of the said *A. B.* or any of his Clients, unto him the said *A. B.* or his Assigns; and also that he the said *T. K.* shall not at any Time absent himself from the Service of the said *A. B.* during the Remainder of the said Term, without Leave of the said *A. B.* And further, that he the said *T. K.* during the Remainder of his Term of Clerkship, shall and will in all Things behave himself towards the said *A. B.* his Master, in all Respects as becomes a Clerk so to do: And this Indenture further witnesseth, That the said *A. B.* (in Consideration of such Service of Clerkship to be performed to him by the said *T. K.* in Manner as aforesaid; and also in Consideration of the Sum of, &c. to him the said *A. B.* in Hand paid by the said *E. K.* at or before the Executing hereof, the Receipt, &c.) doth hereby covenant and agree to and with the *E. K.* his Executors and Administrators, that he the said *A. B.* shall and will, to the best of his Knowledge, during the Remainder of the said Term of five Years, teach and instruct the said *T. K.* in the Practice of an Attorney, and in all Business relating thereunto wherein he the said *A. B.* now practices the same in his Majesty's Court of Common Pleas at *Westminster*, and in all other Courts; And also that he the said *A. B.* during the Remainder of the said five Years, shall at his Charge find and provide the said *T. K.* with Lodging only, It being mutually agreed between all Parties, that the Board and Maintenance, and all Things necessary for the said *T. K.* during the Remainder of the said Term, shall be found and provided by himself, or at the said *E. K.*'s Charge; and that the said *A. B.* shall at all Times be by them, or one of them, freed, discharged and indemnified of and from the same. In Witness, &c.

An Assignment of Articles of Clerkship by Indorsement.

Assignment of Clerkship. Acceptance of the Clerk.

Whereas the within named Parties having, and by these Presents (by mutual Consent) agreeing to vacate the within written Contract, I the within named *R. B.* at the Request, and by and with the Approbation of the within named *P. J.* and *F. J.* his Son, testified by their being Parties hereto, and Sealing and Executing of these Presents, Do (in Pursuance of an Act of Parliament made in the second Year of his present Majesty's Reign, intituled, An Act for the better Regulation of Attornies and Solicitors) assign and turn over the said *F. J.* to *R. F.* of *Serjeants-Inn*, *London*, Genr. to serve him as his Clerk, under the Conditions within mentioned, for the Remainder of the within mentioned Term of five Years: And I the said *R. F.* being one of the Attornies of his Majesty's Court of Common Pleas, duly sworn, admitted and inrolled, Do by these Presents, in Consideration of the Sum of 65 l. in Hand paid to me by the said *R. B.* (the Receipt whereof I do hereby acknowledge, and thereof and therefrom

therefrom him and his Heirs acquit, release and discharge by these Presents) accept, take and receive him the within named *F. J.* to continue and be with me as my Clerk during the Remainder of the within mentioned Term of five Years, and under the Conditions in the within written Articles mentioned; **And** in Consideration of the above Premises, we the within named *R. B. P. J.* and *F. J.* do hereby jointly and severally for ourselves, and our several Executors, Administrators and Assigns, mutually release and discharge each other, our Executors and Administrators, of and from the within Articles, and of and from the Performance thereof, and of all and every the Covenants therein contained. **In Witness, &c.**

V. Of Bills.

An Assignment of a Bill of Sale of Goods, annexed.

TO all Persons to whom these Presents shall come, *J. S.* of, &c. sendeth, Greeting. **Recital of Bill**
Whereas *G. H.* of, &c. in and by his Deed or Bill of Sale under his Hand and Seal, of Sale,
 bearing Date, &c. (and which is to these Presents annexed) **Did** for the Considerations therein
 expressed bargain, sell and deliver unto me the said *J. S.* all and every his the said *G. H.*'s
 Goods, Utensils and Implements of Household, remaining and being in and about his Dwelling-
 house therein mentioned, in the Schedule or Inventory to the same Deed or Bill of Sale an-
 nexed, particularly mentioned and expressed, and all his the said *G. H.*'s Right, Title and In-
 terest therein and thereunto; **To hold** to and to the Use of me the said *J. S.* my Executors, Ad-
 ministrators and Assigns for ever, as by the said recited Deed or Bill of Sale, and the Schedule
 thereunto annexed, Reference being thereunto had, may appear; **Which** said bargained Pre-
 mises are in my Possession as Tenant under the said *G. H.* of the said Messuage or Tenement
 wherein the same Goods are remaining and being: **Now know all Men by these Presents,** Assignment:
 That I the said *J. S.* for and in Consideration of the Sum of — of lawful, &c. to me in
 Hand paid by *E. E.* of, &c. the Receipt whereof I do hereby acknowledge, and myself there-
 with fully satisfied, have bargained, sold, assigned and delivered, and by these Presents in plain
 and open Market do bargain, sell, assign and deliver unto the said *E. E.* all and every the
 Goods, Utensils and Implements of Household, in the above recited Bill of Sale and Schedule
 thereunto annexed mentioned, and thereby to me bargained and sold as afore said; **To have**
and to hold the said bargained Premises unto the said *E. E.* his Executors, Administrators
 and Assigns for ever (*Warranty*): **And** the said *J. S.* his, &c. shall and will peaceably and quietly Liberty to
 permit and suffer the said *E. E.* his Executors, Administrators and Assigns, to enter and come take the
 into and upon the said Messuage or Tenement, at seasonable Times, to have, take and carry Goods away;
 away the said bargained Premises at his and their Wills and Pleasures. **In Witness, &c.**

An Assignment of a conditional Bill of Sale of Goods, and a Bond for Security of Money lent.

THIS Writing indented, made, &c. **Between** *A.* &c. of the one Part, and *B.* Recital of Bill
 &c. of the other Part. **Whereas** *C.* of, &c. by Bill of Sale under his Hand and Seal, of Sale,
 bearing Date, &c. reciting therein, That **Whereas** the said *C.* by Bond under his Hand, &c. therein reci-
 the said *C.* for better Security of Payment of the said — *l.* and for other the Considerations ting a Bond.
 in the said recited Bill of Sale mentioned, did thereby grant, bargain and sell unto the said *A.*
 the several Goods mentioned in the Schedule to the said recited Bill of Sale annexed, being in
 a Warehouse at — in the Possession of the said *A.* **To hold** the said Premises unto the said
A. his, &c. to his and their own Use and Uses for ever; **Subject** unto and under a Proviso Proviso to
 contained in the said recited Bill of Sale for making void thereof, upon Payment of the said make the Bill
 Sum of — *l.* on the said, &c. or to that Effect, as therein is mentioned, as by the said re- of Sale void.
 cited Bill of Sale, Relation, &c. **Now these Presents witness,** That the said *A.* for and Consideration.
 in Consideration of the Sum of — *l.* of, &c. to him in Hand, &c. by the said *B.* well
 and truly paid, the Receipt, &c. he the said *H.* hath assigned and set over, and by, &c. Assignment of
Doth, &c. unto the said *B.* the said recited Bond or Obligation, and all Monies therein, or the Bond.
 in the Condition thereof mentioned, and thereupon to grow due and payable; and all his
 Right of Action, Benefit, Property, Claim and Demand in and to the same; **And** doth hereby Letter of At-
 give full Power and Authority to him and them to demand, recover and receive the same; **And** torney.
 doth hereby grant, bargain, sell and assign unto the said *B.* his, &c. the said recited Bill of Assignment of
 Sale, Goods and Premises hereby bargained and sold, and all his Right, Claim and Demand the Bill of
 of, in and to the same; **To have and to hold** the said Goods and Premises, and to have Sale.
 and receive the said Money to grow due as afore said unto the said *B.* his, &c. to his and their
 own

own proper Use and Uses from henceforth for ever; **Subject** to the Proviso in the said recited Bill of Sale herein after contained: *Provided, &c.* (Covenant to pay Money without Deduction for Taxes, as common): And if Default shall happen to be made in Payment thereof as aforesaid, contrary to the true Meaning of these Presents; that then he the said *A.* his, &c. shall and will, at the Request and Charges of the said *B.* his, &c. make, do and execute all such further Acts, Deeds, Powers and Things whatsoever, as well for the better enabling the said *B.* his, &c. to demand, recover and receive the said Money to grow due and payable upon the recited Bond; as also for the more sure making and ensuring the said Goods and Premises by the said recited Bill of Sale sold, and hereby assigned as aforesaid unto the said *B.* his, &c. as by him or them, &c. And upon full Payment of the said Sum of — as aforesaid, the said *B.* doth agree to re-deliver the said Goods unto the said *A.* his, &c. (Casualties excepted). **In Witness, &c.**

An Assignment of a Bill of Sale of Part of a Ship.

By Indorsement.

Consideration. **KNOW,** &c. That I the within-named *T.* in Consideration of the Sum of, &c. to me in Hand paid before Sealing and Delivery hereof by *J.* &c. whereof I acknowledge the Receipt, and thereof and of every Part thereof do clearly acquit and discharge the said *J.* his, &c. for ever by these Presents, **have** granted, sold, assigned and released, and by these Presents **do** grant, &c. unto the said *J.* **The** within written Bill of Sale, and one full and equal sixteenth Part of the within mentioned Ship *L.* to me belonging, by Virtue of the within written Bill of Sale, and of and in all her Masts, Sails, Sail-Yards, Anchors, Cables, Ropes, Boats, Oars, Guns, Gunpowder, Shot, Tackle, Apparel, Munition, Furniture, and other the Appurtenances within granted and to the said Ship belonging; and all my Right, Title, Interest, Claim and Demand of, in and to the same, by Virtue of the within written Bill of Sale, or otherwise howsoever; **To have and to hold** the said sixteenth Part of the said Ship, and all other the said Premises with the Appurtenances herein before assigned and released unto the said *J.* his, &c. to his and their own Use and Uses, and as his and their own proper Goods and Chattels from henceforth for ever: **And I** the said *T.* do hereby for me, my, &c. covenant and agree to and with the said *J.* his, &c. that the said sixteenth Part of the said Ship, with the Appurtenances, (Or thus, the said Premises herein before assigned and released, with the Appurtenances) are and be, and so shall remain and continue unto the said *J.* his, &c. free and clear of all Debts, Estates, Charges and Incumbrances whatsoever had, made, committed, done or suffered by me, or by any other Person or Persons whatsoever, by or thro' my Means, Consent or Procurement. **In Witness, &c.**

Another Assignment of a Bill of Sale of a Ship.

Consideration. **KNOW,** &c. That the within-named *B. C.* in Consideration, &c. **hath** granted, &c. Assignment. **and by, &c. doth, &c.** unto the said *T. H.* his, &c. the within Writing, and the Sum of — *l.* within mentioned, and the within mentioned Ship or Vessel formerly called the — and now the — and all the Anchors, &c. whatsoever to the said Ship belonging within granted, which said Ship is since sold to *R.* &c. and all his Right, Title, Interest, Property, Benefit of Action, Claim and Demand of, in and to the said Sum, and Ship or Vessel, with her Appurtenances, by Virtue of the Writing within, or otherwise howsoever; **To have,** hold and receive the Sum of — *l.* within mentioned, and the said Ship or Vessel and Premises, with her Appurtenances, unto the said *T. H.* his, &c. to his and their own Use and Uses from henceforth for ever, as fully as the said *B. C.* might have had and enjoyed the same by Virtue of the said Writing within, or otherwise: **And** the said *B. C.* doth hereby for himself, his, &c. covenant, promise and agree, to and with the said *T. H.* his, &c. that he the said *B. C.* hath not done or committed any Act, Matter or Thing whatsoever, to incur the within mentioned Ship or Vessel: **And** the said *B. C.* doth hereby make and ordain the said *T. H.* his, &c. his lawful Attorney, in his Name, but to the Use of the said *T. H.* as aforesaid, to demand, sue for, recover and receive the within mentioned Sum of — *l.* and all other Monies due and to grow due and payable upon the within written Writing from the said *A. A.* his, &c. and other Person and Persons whom, &c. and upon Receipt, &c. and doth hereby give and grant unto the said *T. H.* his, &c. full Power, &c. and doth hereby ratify, &c. **And** the said *J. S.* doth covenant, promise and agree, to and with the said *T. H.* his, &c. that he the said *J. S.* will at any Time, at the Request and Charges of the said *T. H.* his, &c.

do such further Acts, the better to enable him and them to recover and receive all Benefit and Advantage, by or in Respect of the within written Writing, to his and their own Use and Uses, and to confirm the Sale of the said Ship, as shall be reasonably required. **In Witness,** &c.

Of a Bill Penal.

KNOW all People by these Presents, that I *A. B.* of — have borrowed and received of *C. D.* of — the full Sum of 10*l.* of lawful Money of, &c. which I do promise to pay on — with Interest; **And** for the better securing the Re-payment thereof, I do hereby assign and set over to the said *C. D.* a Bill Penal of 40*l.* made by *E. F.* of — to me the said *A. B.* for the Payment of 20*l.* on — and all my Right, Title and Interest therein and thereunto, with full Power and Authority for him the said *C. D.* to sue for, recover and receive the same of the said *E. F.* to and for the Purpose herein before mentioned. **In Witness** my Hand and Seal this — Day of —

An Assignment of a Victualling Bill.

KNOW, &c. That I *A. C.* in Consideration of the Sum of — *l.* of, &c. to me in Hand paid at, &c. the Receipt, &c. do hereby sell, assign and set over unto the said *F. D.* One Bill signed by the Commissioners for Victualling his Majesty's Navy, dated, &c. N^o — directed to the Treasurer of his Majesty's Navy for the Payment of the Sum of — *l.* unto the said *A. C.* for Provisions supplied his Majesty's Ships therein mentioned, together with the said Sum of Money, and all other Monies thereupon due and to grow due, and to all my Right, Title, Property, Claim and Demand, of, in and to the same; **To have**, hold and receive the same, unto the said *F.* his, &c. to his and their own proper Use and Uses for ever; **And** I do hereby make the said *F.* his, &c. to be my true and lawful Attorney irrevocable to, &c. **In Witness**, &c.

An Assignment of a Navy Bill (Debentures in Effect the same.)

KNOW, &c. (as above) One Bill signed by the Commissioners of his Majesty's Navy, dated, &c. and received the, &c. N^o — made out to me for the Sum of — *l.* for, &c. such Goods by me delivered into his Majesty's Stores at *P.* on Account of the current Service of the Navy out of *B. W. E.* Master, together with the said Sum, &c. (the Letter of Attorney the same; then add this); **And** do hereby for me, my, &c. covenant, grant and agree, to and with *G.* his, &c. that he the said *G.* shall or lawfully may have, receive and enjoy the said Bill and Monies thereupon due and to grow due, without any Let, Hindrance, Claim or Demand, and free and clear, of and from all former Assignments, Sales, Charges and Incumbrances, of or by me the said *T.* my, &c. or any other Person or Persons whatsoever, by or through my Means, Act or Privy. **In Witness**, &c.

VI. Of (a) Bonds.

An Assignment of a Bond for the Payment of Money by Deed Poll.

TO all, &c. **Whereas** *J. W.* of — and *W. B.* of — in and by one Bond or Obligation, bearing Date — which was in the Year of our Lord — became jointly and severally bound to *J. M.* of — in the Penal Sum of — conditioned for the Payment of — and Interest, at a Day long since past, as by the said Bond and Condition thereof may appear: **And whereas** there now remains due to the said *J. M.* for Principal and Interest on the said Bond, the Sum of —: **Now know** all Men by these Presents, that the said *J. M.* for and in Consideration of the Sum of — to him in Hand paid by *T. E.* of — the Receipt whereof the said *J. M.* doth hereby acknowledge, **He** the said *J. M.* hath assigned

Recital of the Bond.

What is now due.

the Consideration of Money. and Assignment.

(a) Bonds being *Things in Action*, are not in their Nature assignable, though Assignments are frequently made of them; but as the Assignee cannot put the same in Suit in his own Name, there is always a Letter of Attorney inserted for his receiving or suing for the Money, &c. in the Assignor's Name, consequently in a legal Sense, the whole amounts to little more than a Letter of Attorney; and yet the Paper, Parchment and Wax of a Bond, &c. may be assigned, and the Assignee may keep or cancel it; but in some Cases by Statutes, a Bond may be assigned, and the Assignee may sue upon it in his own Name; as in Bankruptcy and Bail-Bonds. See the First Part, p.

Letter of At-
torney to re-
ceive the Mo-
ney.

Indemnity.

and set over, and by, *Ec. Doth, Ec.* unto the said *T. E.* the said recited Bond or Obligation, and the Monies thereupon due and owing, and all his Right and Interest thereof in and to the same, (*See an Habendum in the next Precedent*); And the said *J. M.* for the Consideration aforeaid, hath made, ordained, constituted and appointed, and by these Presents doth make, ordain, constitute and appoint the said *T. E.* his Executors and Administrators, his true and lawful Attorney and Attornies irrevocable for him, and in his Name, and in the Name and Names of his Executors and Administrators, but for the sole and proper Use and Benefit of the said *T. E.* his Executors, Administrators and Assigns, to ask, require, demand and receive of the said *J. W.* and *W. B.* and either of them, their and either of their Heirs, Executors and Administrators, the Monies due on the said Bond, and on Non-payment thereof, they and either of them, their and either of their Heirs, Executors and Administrators, to sue for, recover and receive the same, and on Payment thereof, to deliver up and cancel the said Bond, and give sufficient Releases and Discharges thereof, and one or more Attorney or Attornies under him to constitute; and whatsoever the said *T. E.* or his Attorney shall lawfully do in the Premises, the said *J. M.* doth hereby allow and confirm. And the said *J. M.* for himself, his, *Ec.* doth covenant and promise with the said *T. E.* his, *Ec.* that he the said *J. M.* hath not, nor will receive the said Monies due or to be due on the said Bond, or any Part thereof, neither shall or will release or discharge the same, or any Part thereof, nor shall or will disavow, discontinue, release or discharge any Action, Suit, Bill, Complaint, Judgment, or Execution thereupon, or for the same or any Part thereof, to be had, brought, prosecuted or obtained, nor countermand or revoke any Power or Authority hereby given to the said *T. E.* his, *Ec.* without the special Licence and Consent of the said *T. E.* his Executors, Administrators or Assigns, therein or thereunto first had and obtained in Writing, or the Rule, Order, or Decree of some Court of Law or Equity, but will own and allow of all lawful Proceedings for Recovery thereof; *He* the said *T. E.* saving the said *J. M.* harmless of and from any Costs that may happen to him thereby. *In Witness, &c.*

Another Assignment of a Bond, for Payment of Money, by Indenture.

THIS Indenture, &c. Between *A. J.* of, *Ec.* of the one Part, (*the Assignor*) and *J. S.* of, *Ec.* of the other Part, (*the Assignee*). *Whereas, Ec. (Recital of the Bond):* And whereas the said *A. J.* (in Consideration of — hereafter mentioned to be paid to him by the said *A. S.*) Hath agreed absolutely to assign the said before recited Bond, and all Principal and Interest Monies thereby secured, in such Manner as herein after is mentioned and expressed, of and concerning the same respectively: *Now this Indenture witnesseth,* that the said *A. J.* in Consideration of — the Receipt whereof is hereby acknowledged, *Hath* bargained, sold, assigned, transferred and set over, and by these Presents he the said *A. J.* *Doth* fully, freely, clearly and absolutely bargain, sell, assign, transfer and set over unto the said *J. S.* his Executors, Administrators and Assigns, *The* said herein above recited Bond or Obligation, and all and every Sum and Sums of Money thereon now due and owing, or to become due and owing by Virtue thereof, and all the Right, Title, Interest, Property, Claim and Demand whatsoever or howsoever of him the said *A. J.* of, in, or to the said hereby assigned Bond and Monies thereby secured, together with the said Bond or Writing obligatory, and all Benefit and Advantage whatsoever to be had or made thereof; *To have, hold, receive, take and enjoy* the said Bond, Monies, and all and singular the last hereby assigned Premises, unto, and to and for the only Use and Benefit of the said *J. S.* his Executors, Administrators and Assigns, from henceforth for ever; And for the better and more effectual enabling him the said *J. S.* his Executors, Administrators and Assigns, to recover and receive the said hereby assigned Money and Premises, to and for his and their own Use and Benefit, he the said *A. J.* *Hath, Ec.* and by, *Ec. Doth* nominate, make, constitute, authorise and appoint the said *J. S.* his, *Ec.* the true and lawful Attorney and Attornies, *Ec. (as in the foregoing Precedent.)*

A Covenant to indemnify the Assignor (or Assignor of an Assignor, as the Case is) of a Bond, in an Assignment by Indenture.

— that the said *C. B.* his Executors, Administrators or Assigns, shall and will indemnify, save and keep harmless the said *J. H.* his Executors and Administrators, of and from all Costs, Suits, Troubles and Expences, that he or they may be put unto, for or by Reason of the assigning of the said Bond, (*or for or by Reason of any Covenant, given by the said J. H. to the said — (the first Assignor) in the said recited Assignment*), or for or by Reason of any Suit to be commenced against the said *T. J.* and *E. J.* (*the Obligors*), or either of them, their Heirs,

Heirs, Executors or Administrators, upon the said Bond or Obligation, or any Matter or Thing relating thereunto.

An absolute Assignment of a Bond, wherein there is a Covenant, that if the Monies shall not be duly paid by the Obligor at the Time mentioned therein, that then the Assignor shall make it good and pay the same, and in such Case the Assignee shall re-assign the Bond to the Assignor.

To all, &c. *A. B. &c.* sends Greeting. **Whereas** *E. F. and G. F. &c.* by Obligation, &c. (the Recital and Assignment as Common, but absolutely, and at last add); and for the better securing the said Sum of — *l.* and Interest thereof, it is agreed, that the said *A. B.* in Consideration of the said Sum of, &c. to him paid as aforesaid, hath undertaken and doth hereby for himself, his, &c. covenant, promise and agree, to and with the said *C. D. his, &c.* that if the said Sum of, &c. with the Interest for the same, shall not be duly paid by the said *E. F. and G. F. their, &c.* or some of them, on the said — at the Time mentioned, according to and in Discharge of the Condition of the said recited Obligation; that then and in such Case, he the said *A. B. his, &c.* shall or will pay or cause to be paid unto the said *C. D. his, &c.* the said Sum of — and all Interest due and to grow due for the same, and all Charges in Respect thereof; he the said *C. D. his, &c.* upon such Payment thereof by the said *A. B. his, &c.* and delivering the said recited Obligation to the said *A. B. his, &c.* or to such other Person or Persons, as he or they shall direct, safe and uncanceled, to the Intent he and they may recover and receive the said — *l.* and the Interest thereof, to his and their own Use, notwithstanding any wilful Act by him or them to be done to the contrary, and at the Charge of the said *A. B. his, &c.* giving and executing to him and them such Power, Acts and Things in that Behalf, as the said *A. B. his, &c.* or his or their Counsel shall be advised and required, which the said *C. D.* doth hereby covenant and agree in such Case to seal and execute accordingly; and to the Payments and Performance of the Covenants, Payments and Agreements herein contained on the Part of the said *A. B. his, &c.* to be paid and performed, he the said *A. B. bindeth himself, his, &c.* unto the said *C. D. his, &c.* in the Sum or Penalty of — *l.* of lawful, &c. firmly by these Presents. **In Witness, &c.** Penalty.

Assignment of a Bond for Payment of Money, by Indorsement.

NOW all Men by these Presents, that I the within named *A. B.* for and in Consideration of — of lawful Money of, &c. to me in Hand paid by *C. D.* of — at and before the Sealing and Delivery of these Presents, the Receipt whereof I do hereby acknowledge, have granted, bargained, sold, assigned, transferred and set over, and by these Presents do grant, &c. unto the said *C. D. his* Executors, Administrators and Assigns, the within written Bond or Obligation and Condition, and the Sum of — mentioned in the said Condition, and all Interest due and to grow due for the same, and all my Right, Title, Interest, Claim and Demand whatsoever, of, in, and to the same; And I do authorise the said *C. D.* in my Name to demand, sue for, receive, have, hold and enjoy the said Sum of — and Interest, to his own Use and Behoof for ever. **In Witness** whereof, I the said *A. B.* have hereunto set my Hand and Seal this — Day of, &c.

Part of Another.

NOW, &c. All my Right, Title, Interest, of, in, or to the within written Bond or Obligation, together with all Principal and Interest thereon due, or which shall hereafter become due and payable on the same; **To have and to hold** the said hereby assigned Bond or Premises, unto the said *F. P. his* Executors, Administrators and Assigns, in as full and ample Manner, to all Intents and Purposes, as I could have had and enjoyed the same, had not these Presents been made; And I do hereby make, ordain and constitute the said *F. P.* my true and lawful Attorney in my Name, Place and Stead, to ask, demand, sue for and receive, of and from the within bounden — his Heirs, Executors or Administrators, to and for his own proper Use, all and every the Sum or Sums of Money due to, or to become due and payable on the said Bond or Obligation, and to do or cause to be done, all and every Act and Acts, Thing and Things, for or in Relation to the Recovery or Discharge of the said Bond and Money, as I myself might or could do or cause to be done. **In Witness, &c.**

Assignment of a Bond as a Security for a Debt.

TD all, &c. B. R. of — fends Greeting. **W**hereas the said B. R. hath taken up and borrowed of B. N. of — Esq; the Sum of — : **A**nd whereas, &c. (Recital of a Bond for Payment of Money from J. H. and C. H. to the now Assignor.) **N**ow know ye, that the said B. R. in Consideration of the said Sum of — so borrowed as aforesaid, and for the better Securing the Repayment of the same, as herein after is mentioned, unto the said B. N. his Executors, Administrators and Assigns, **H**ath granted, &c. to his and their own Use, Benefit and Behoof; (Covenant added for the Payment of the same Money at such a Time.) **I**n Witness, &c.

Assignment of a Bond for securing Payment of Monies now lent by Husband and Wife, it being given to the Wife dum sola.

NOW all Men by these Presents, that we R. H. of, &c. and S. my Wife, late S. T. of, &c. Spinster, for and in Consideration of the Sum of, &c. to us, or one of us, in Hand well and truly paid by R. W. of, &c. the Receipt, &c. **H**ave bargained, &c. and by, &c. **D**o bargain, &c. unto the said R. W. his Executors and Administrators, **O**ne Bond or Obligation from E. P. of, &c. bearing Date, &c. in the Penalty of — conditioned for Payment of — with Interest of the — Day of — then next to the said S. T. before her Intermarriage with the said R. H. as by the said Bond or Obligation, may more fully appear, together with all Principal Money and Interest, due or hereafter to become due and payable on the same; **T**o have and to hold the said Bond or Obligation, and all Money thereon due, or to become due and payable to us, or either of us, unto the said R. W. his Executors, Administrators and Assigns, and to his and their sole Use and Behoof, in as full and ample Manner, to all Intents and Purposes, as we the said R. H. and S. my Wife, or either of us, could or might have held or enjoyed the same, had not these Presents been made; **U**pon this Condition nevertheless, and it is the true Intent and Meaning of these Presents, that if we the said R. H. and S. my Wife, or either of us, or either of our Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid unto the said R. W. his Executors, Administrators or Assigns, the full Sum of, &c. on, &c. next; then he the said R. W. his Executors, is to deliver up the said Bond or Obligation, (and these Presents to be cancelled and made void); any Thing in these Presents, or at Law or in Equity contained to the contrary thereof in any wise notwithstanding. **A**nd we do hereby constitute the said R. W. our true and lawful Attorney, to demand, sue for and receive all such Sum and Sums of Money, as now are, or hereafter shall become due and payable on the said Bond, from and after the said — Day of — next ensuing, in Case the said Sum of, &c. is not then fully paid and satisfied, and to give Discharges for the same, and to do and act in every Thing relating to the same, as we or either of us might or could have done, had not these Presents been made; **W**e the said R. W. his Executors, Administrators or Assigns, rendering or paying to us the Overplus or Remainder of the Money that shall become due and payable to us, or either of us upon the said Bond, and which he shall receive thereupon, after deducting what shall be justly due and owing to him the said R. W. at the Time of such Receipts or Payments; **A**nd the said R. H. doth covenant, promise and agree, to and with the said R. W. that he the said R. H. his Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said R. H. his Executors, Administrators or Assigns, the said Sum of — on the — Day of — next following, without any Deduction or Abatement whatsoever, according to the true Intent and Meaning of these Presents. **I**n Witness, &c.

On Condition to deliver up the Bond on Payment of the Money at a Day.

Special Letter of Attorney.

Overplus.

Covenant to pay the Money borrowed.

An Assignment of a Bond as a Collateral Security for Money borrowed, for which the Assignor of this Bond has likewise given his own Bond.

THIS Indenture made, &c. **B**etween J. M. of, &c. of the one Part, and E. C. of, &c. of the other Part. **W**hereas G. J. Esq; Governor of North Carolina in America, by his Bond or Obligation, bearing Date, &c. is and stands bound unto the said J. M. in the Sum of 50 L. with Condition thereunder written, for Payment unto the said J. M. his Executors, Administrators or Assigns, of the full Sum of 25 L. on or before, &c. **A**nd whereas the said J. M. having Occasion to borrow the Sum of 21 L. he the said E. C. before the Executing hereof, hath at the Request of the said J. M. actually advanced, lent and paid to

Recital of the Bond to be assigned.

Money borrowed.

to him the same; and as a Security for Re-payment thereof, with Interest, he the said *J. M.* by A Bond given his Bond or Obligation, bearing even Date with, and executed immediately before these Presents, is and stands bound unto the said *E. C.* in the Penal Sum of 42*l.* with Condition thereunder written for Payment of the said Sum of 21*l.* together with legal Interest for the same, on or before the, *&c.* then and now next ensuing, as by the said two Bonds, Relation being thereunto had, more fully may appear: **And whereas** previous to and before the Lending of Agreement the said Sum of 21*l.* he the said *J. M.* (as a further Security for Payment of the same, and as to collateral the Interest thereof), proposed and agreed to assign unto the said *E. C.* the said first recited Bond, and all Monies thereby secured, in such Manner, and subject as herein after is in that Behalf mentioned: **Now this Indenture witnesseth**, That in Pursuance of the said recited Agreement, and in Consideration of the said Sum of 21*l.* so lent and paid to the said *J. M.* Consideration by the said *E. C.* as aforesaid, the Receipt whereof is by him the said *J. M.* hereby acknowledged, and for divers other good and valuable Causes and Considerations him thereunto especially moving, **He** the said *J. M.* **Doth**, and by these Presents **Doth** bargain, sell, assign, Assignment. transfer and set over unto the said *E. C.* **The** first herein before in Part recited Bond, made from the said *G. J.* to the said *J. M.* as aforesaid, and all and every the Sum and Sums of Money thereby secured and to become due and owing by Virtue thereof, **And also** all the Right, Title, Interest, Property, Claim and Demand whatsoever of him the said *J. M.* either at Law or in Equity, of, in, or to the said hereby assigned Monies and Premises, by Virtue of the said first recited Bond, or otherwise howsoever, together with the same Bond, and all Benefit and Advantage whatsoever to be had or made thereof; **To have, hold**, receive, take and enjoy the same Bond, Monies, and all and singular other the hereby assigned Premises, unto, and to and for the only Use and Benefit of the said *E. C.* his Executors, Administrators and Assigns, as and for his and their own proper Monies, for evermore; (**Subject nevertheless** to the Proviso herein after contained touching the same); **And** for the more effectual enabling him the said *E. C.* his Executors, Administrators and Assigns, to recover and receive all and singular the hereby assigned Monies and Premises, to and for his and their own Use and Benefit, subject nevertheless to the said Proviso, **He** the said *J. M.* **Doth**, and by these Presents **Doth** nominate, make, constitute, ordain, authorize and appoint the said *E. C.* his Executors, Administrators and Assigns, the true and lawful Attorney and Attornies irrevocable of him the said *J. M.* his Executors and Administrators, and in his or their Name, Place and Stead, or otherwise, so as to demand and receive of the said *G. J.* his, *&c.* all and every the Sum and Sums of Money to become due and payable, by Virtue of his said recited Bond so made to the said *J. M.* as aforesaid, and upon Non-payment thereof, to commence, sue and prosecute to Effect, any Action or Suit, either at Law or in Equity against the said *G. J.* his Heirs, Executors or Administrators, for the Recovering and Receiving thereof, and upon Receipt of the same, or any Part thereof, to give proper and sufficient Discharges in the Name of the said *J. M.* his Executors and Administrators, or otherwise for the same; and the said *J. M.* doth hereby for himself, his Executors and Administrators, give and grant his and their full, whole and absolute Property, unto the said *E. C.* his Executors, Administrators and Assigns, in all and singular the said hereby assigned Monies and Premises, as well for the Recovering and Receiving thereof, as also for the Releasing and Discharging the same, and that as fully, effectually and absolutely, and in as large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as if he the said *J. M.* his Executors or Administrators were personally present, and had actually done the same; **And** the said *J. M.* doth hereby establish, ratify, allow and confirm, all and every such lawful Act and Things, as he the said *E. C.* his Executors, Administrators or Assigns, shall do or cause to be done touching the Premises by Virtue of these Presents. **Provided always**, and these Presents are upon this Condition nevertheless, that if the said *J. M.* his Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid unto the said *E. C.* his Executors, Administrators or Assigns, at or in his now Dwelling-House, situate in *V.* Street aforesaid, the said Sum of 21*l.* together with legal Interest for the same, on or before the said — Day of — next ensuing the Date hereof, without any Deduction for Taxes, or any other Charges whatsoever, that then and from thenceforth these Presents shall be utterly void and of no Effect; **And** that then also the said two recited Bonds shall be by him the said *E. C.* his Executors, Administrators or Assigns, delivered up to the said *J. M.* his Executors or Administrators, (Casualty of Fire, and all other inevitable Accidents only excepted); any Thing to the contrary thereof notwithstanding. **And** the said *J. M.* for himself, his Executors and Administrators, doth hereby covenant with the said *E. C.* his Executors, Administrators and Assigns, in Manner as follows, *viz.* That he the said *J. M.* his, *&c.* shall and will well and truly pay unto the said *E. C.* his Executors, Administrators or Assigns, the said Sum of 21*l.* and the Interest thereof, at the Place, on the Day, and in the Manner, as in the above mentioned Proviso is appointed for Payment of the same, according to the true Intent and Meaning thereof and of these Presents; **And** that he

Letter of Attorney.

Proviso, that these Presents shall be void on Payment of the Money borrowed, and that the two recited Bonds shall be delivered up to the Assignor. Covenant to pay the Money borrowed; that the Assignor has not released, &c.

the said *J. M.* hath not at any Time heretofore released or discharged the said first recited Bond or Obligation, nor shall he the said *J. M.* his Executors or Administrators, during the Continuance of the Security hereby made, (without the Consent of the said *E. C.* his Executors, Administrators or Assigns, first had in Writing for that Purpose), release or discharge the same Bond, or all or any Part of the Monies thereby secured, nor shall or will (without such Consent as aforesaid), disavow, discontinue, release or discharge any Action or Suit, which at any Time hereafter shall or may be brought or commenced for Recovery of the said hereby assigned Monies and Premises, nor revoke or countermand any Power or Authority hereby given to the said *E. C.* his Executors, Administrators or Assigns, without such his or their Consent as aforesaid. **And lastly,** (if Default shall be made in Payment of the said Sum of 21*l.* and Interest, or any Part thereof, on the Day and in Manner aforesaid), that then he the said *J. M.* his Executors and Administrators, (at the Request of the said *E. C.* his Executors, Administrators or Assigns) shall and will at any Time then after make, do and execute any Act, Matter or Thing, as well for the Corroberating and Strengthening of these Presents, as also for the more perfect and absolute Assigning of the said hereby assigned Bond, Monies and Premises, unto and to the Use of the said *E. C.* his Executors, Administrators and Assigns, (free and absolutely discharged of the aforesaid Proviso), as by his or their Counsel at Law shall be reasonably advised or required. **In witness,** &c.

In Case of Default in Payment, the Assignor to execute any further Act, &c.

Assignment of a Bond in Consideration of Services.

THIS Indenture made, &c. **Between** *J. M.* of, &c. Spinster, of the one Part, and *W. W.* of *Gray's Inn* in the said County of *Middlesex*, Gent. of the other Part.

Whereas in or by one Obligation or Writing obligatory, bearing Date, &c. *T. N.* late of the City of *W.* Gent. deceased, together with one *J. M.* of *W.* aforesaid, Gent. as Surety for the said *T. N.* became bound to the said *J. M.* in the Penal Sum of 200*l.* of, &c. conditioned for the Payment unto the said *J. M.* of the Sum of 100*l.* of, &c. on, &c. then next ensuing, *As* by the said Obligation or Writing obligatory may more fully appear: **Now this Indenture witnesseth,** that for and in Consideration of the many great and faithful Services, Assurances, Benefits and Advantages, which she the said *J. M.* hath had and received, by and from the said *W. W.* and for and in Consideration that the said *W. W.* hath laid out and expended divers Sums of Money in Business, and otherwise, upon the Behalf and in Service of the said *J. M.* and for divers other good Causes and valuable Considerations the said *J. M.* thereunto moving, she the said *J. M.* hath assigned, transferred and set over, and by these Presents **Doth** assign, &c. unto the said *W. W.* his Executors, Administrators and Assigns, the said in Part recited Bond or Writing obligatory, and the said Principal Sum of 100*l.* therein mentioned, and all Interest due or to grow due upon the said Obligation or Writing obligatory, and all Benefit and Advantage whatsoever of the same; **And** to the Intent that the said *W. W.* his Executors, Administrators and Assigns, may be enabled to recover and receive the same, to his and their own proper Use, **She** the said *J. M.* hath made, constituted and appointed, and by these Presents **Doth** make, &c. the said *W. W.* his Executors, Administrators and Assigns, her true and lawful Attorney and Attornies irrevocable for her and in her Name, but to his and their own proper Use and Uses, Behoof and Behoofs, to ask, demand, sue for, recover and receive all Monies, both Principal and Interest, due or to grow due upon the said Obligation or Writing obligatory, and to have, sue and take all lawful Means in the Name of the said *J. M.* or otherwise, for Recovery thereof, and to compound and agree for the same, and to give Receipts, Acquittances, or other sufficient Discharges for the same in the Name of the said *J. M.* or in his or their own Name or Names, and to do all other lawful Act or Acts, Thing or Things whatsoever concerning the Premises, as fully in every Respect as the said *J. M.* herself might or could do, if she were personally present; **And** the said *J. M.* for herself, her Heirs, Executors and Administrators, doth covenant with the said *W. W.* his Executors, Administrators and Assigns, that she the said *J. M.* her Executors or Administrators, shall not, nor will at any Time hereafter, without the Consent of the said *W. W.* his Executors, Administrators or Assigns, acquit, discharge or release the said Obligation, or the Monies thereupon due, or any Part thereof, but shall and will satisfy all such lawful Accounts and Proceedings in Law or Equity, as shall be brought, prosecuted or defended, concerning the same, or by Reason thereof, and will not voluntarily suffer a Nonsuit, or disavow or discontinue any such Action or Suit, and that it shall and may be lawful, to and for the said *W. W.* his Executors, Administrators and Assigns, to receive and enjoy to his and their own Use and Uses all such Sum and Sums of Money, as shall be duly recovered by Virtue of the said Obligation or Writing obligatory, or the Condition thereof, without any Account to be given for the same: **And** that neither she the said *J. M.* her Executors, Administrators or Assigns, shall or will revoke

Recital of the Bond with Surety.

Consideration.

Assignment.

Letter of Attorney.

Covenant not to discharge the Bond, &c.

Nor to revoke these Presents.

voke these Presents, but upon every reasonable Request do and execute all and every such further Act or Thing whatsoever, for the better enabling and authorizing him the said *W. W.* his Executors, Administrators and Assigns, to recover and receive to his and their own proper Use and Uses all such Sum and Sums of Money, as are or shall be due by Virtue of the said Obligation, as by the said *W. W.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably required. **In Witness, &c.**

An Assignment of several Bonds to a Trustee for a Widow, with Consent of her intended Husband, that the Money be at her Disposal after Marriage.

THIS Indenture Tripartite made, &c. **Between** *J. D.* of — of the first Part, *S. G.* of —, of the second Part, and *O. W.* of —, of the third Part.

Whereas *J. T.* of — did heretofore, by one Writing Obligatory, bearing Date the —, become bound unto the said *S. G.* in the Penal Sum of 40*l.* with Condition to be void upon the Payment of 20*l.* 10*s.* on the — Day of — then next following; and also by one other Obligation, bearing Date, &c. (as before): **And whereas** *A. T.* of — did likewise by one Obligation, &c. (as before,) and also by one other Obligation, &c. — as by the said recited Obligations, Relation being thereunto respectively had, may more at large appear; which several principal Sums of Money in the several Conditions of the above-recited Obligations, amount in the whole to the Sum of 200*l.* and are yet due and owing unto the said *S. G.*

Now this Indenture witnesseth, That a Marriage being intended shortly to be had and solemnized between the said *J. D.* and *S. G.* in Consideration thereof, among other Things it is agreed, that the said Sum of 200*l.* Principal Money in the Conditions of the recited Obligations mentioned, and the Interest thereof, shall be disposed in such Manner as herein after is expressed; And in Pursuance of the said Agreement, the said *S. G.* with the Consent of the said *J. D.* hath granted and assigned, and by these Presents **Doth** grant and assign unto the said *O. W.* the several Writings Obligatory before recited, and all and every the Sum and Sums of Money upon them due, or to become due. **And** the said *J. D.* and *S. G.* (here insert a

Letter of Attorney, as before Mutatis Mutandis) for the Uses, Intents and Purposes herein after mentioned, &c. — **And, &c.** (inserting a Covenant that *J. D.* and *S. G.* their, &c. shall not discharge or release the Bonds); **And also, &c.** (adding a Covenant for further Assurance. *Vid.* Tit. Covenants.) **Provided** always, and upon the special Trust and Confidence, and to this Intent and Purpose, that the said *O. W.* his Executors and Administrators, shall pay unto the said *S. G.* so much Money as the said *O. W.* shall receive for the Interest or Proceed of the said 200*l.* during so long Time as the said *J. D.* and *S. G.* shall live and cohabit together. **And** the said *J. D.* for himself, his Heirs, Executors and Administrators, doth hereby further covenant and grant to and with the said *O. W.* in Manner following, (to wit,) That the whole Interest, Product or Proceed of the said 200*l.* which the said *O. W.* his Executors or Administrators, shall, as aforesaid, from Time to Time, and at all Times, accept, receive and take, he the said *O. W.* his Executors or Administrators, shall pay to the said *S. G.* as a Feme Sole. **And** the said *S. G.* is hereby authorized and impowered to receive and take the same, and fully to discharge the said *O. W.* his Heirs, Executors and Administrators, and every of them, by her Acquittance or otherwise, with or without the Consent of the said *J. D.* as if she were a Feme Sole, and all the Residue of the Interest or Proceed of the said 200*l.* together with the said Principal Sum, to such Person or Persons as the said *S. G.* by any Writing under her Hand and Seal, with or without her said intended Husband, or by her last Will and Testament in Writing, shall appoint or direct; and for Want of such Direction and Appointment, to the Executors and Administrators of the said *S. G.* **Provided** also, and it is agreed between all the Parties hereunto, That if the said *O. W.* his Executors or Administrators, shall receive any Part of the said Principal Sum of 200*l.* then he or they shall lend out the same again at Interest, to such Person or Persons, and on such Security, as the said *S. G.* by Writing under her Hand and Seal, with or without the said *J. D.* shall direct: **And** that the said *O. W.* his Executors or Administrators, shall not be chargeable to answer any Interest or Profit of the said 200*l.* or so much thereof as shall remain in his or their Hands unlent in Default of such Direction. **And** also that, notwithstanding any Thing before in these Presents contained, it shall and may be lawful to and for the said *O. W.* his Executors and Administrators, out of any Interest Money by him or them to be received by Virtue of these Presents, to reimburse and retain to him and themselves all such Sum and Sums of Money, as he or they shall necessarily expend or lay out by Reason of any Suit or Suits in Law touching the Premises, not occasioned by any Breach of Trust by the said *O. W.* his Executors or Administrators. **In Witness, &c.**

Recital of Bonds.

Letter of Attorney.

Covenant not to discharge the Bonds.

Proviso for Trustee to pay the Wife Interest of the Bonds.

Covenant that the Husband shall permit Trustee to pay Wife as if a Feme Sole, and she to give Acquittances.

Proviso that Trustee shall let out such Part of the Premises as he may receive.

And that the Trustee not chargeable with Interest, &c. of such Money as is unlent.

And that he may lay out Interest in necessary Charges in Law, &c.

An Assignment of a Mortgage Bond, by Indorsement thereon, to the Intent to keep the same on Foot against the Heirs of the Mortgagor deceased.

Whereas *A.* of, &c. on the Day of the Date hereof hath paid unto me the within named *B.* all Principal and Interest Monies secured unto me by the within written Bond and Indenture of Mortgage bearing even Date therewith, within likewise mentioned; And I the said *B.* in Consideration thereof, by Indenture Tripartite of Assignment bearing even Date with these Presents, made between me the said *B.* of the first Part, Dame *S. H.* Widow and Relict of the within named Sir *J. H.* of the second Part, and the said *A.* of the third Part, have assigned unto the said *A.* his Executors, Administrators and Assigns, the said Indenture of Mortgage, and all and singular the Lands and Hereditaments thereby demised, and all my Estate, Right and Interest therein, in the Manner therein mentioned: **Now these Presents witness,** That I the said *B.* (in Consideration of the Premises, and to the Intent that the said within written Bond may be assigned and kept on Foot, and that he the said *A.* his Executors and Assigns, may have the full Benefit thereof,) have assigned and transferred, and by, &c. assign, transfer and set over, unto the said *A.* his Executors, Administrators and Assigns, The said within written Bond, and all Sum and Sums of Money thereby secured and now due, or to become due and payable by Virtue thereof, and all Benefit and Advantage whatsoever, for or in Respect of the same; And I the said *B.* have constituted and appointed, and by, &c. appoint, and in my Place and Stead put the said *A.* his Executors, Administrators and Assigns, my true and lawful Attorney and Attornies irrevocable, for me and in my Name, but to the only Use of the said *A.* his Executors and Assigns, to ask, demand, sue for, recover and receive all Principal and Interest Money due and to become due by Virtue of the said Bond, and to have and take all lawful Ways and Means, in the Name of me the said *B.* or otherwise, for the recovering, receiving and discharging the same, and that as fully, amply and effectually, to all Intents and Purposes whatsoever, as I the said *B.* could or might have done the same if personally present, or if these Presents had not been made; Provided I the said *B.* my Heirs, Executors and Administrators are saved harmless and kept indemnified by the said *A.* his Heirs, Executors and Administrators, of and from all Costs and Damages which shall or may happen by Virtue of any Power hereby given. **In Witness, &c.**

An Assignment of a Mortgage Bond to the Assignee of the Mortgage, by an Administrator and Brother of the Obligee, to another Brother, towards Satisfaction of his Share of the Obligee's personal Estate.

Recitals.
Obligee's
Death.
Administra-
tion.
Mortgage and
Bond.

Acceptance by
one Brother of
Assignments
in Part of his
Share of Obligee's Effects.

Assignment of
the Bond.

To all, &c. I *J. R.* of, &c. send Greeting. **Whereas** the within named *P. R.* died Intestate, leaving three Brothers and one Sister, of which *S. R.* of, &c. is one, and I the said *J. R.* am another; **And whereas** Letters of Administration of the Goods, Chattels, Rights and Credits late of the said *P. R.* have been duly granted unto me out of the Prerogative Court of *Canterbury*; **And whereas** the within recited Indenture of Mortgage was made for securing the Repayment of 1000*l.* Principal Money, and Interest thereof, and the within-written Bond or Obligation was entered into for better securing the Payment of the same Principal Money and Interest, and there is now due by Virtue of the said Security for Principal and Interest, the Sum of 1083*l.* 6*s.* 8*d.* **And whereas** the said *S. R.* having proposed to accept of Assignments of the said Principal and Interest Monies due as aforesaid, and of the Securities for the same, as and for the Sum of 1083*l.* 6*s.* 8*d.* in Part of his Share of the Personal Estate, late of the said *P. R.* I the said *J. R.* did agree that such Assignments should be made accordingly, and in Pursuance of such Agreement by Indenture, bearing even Date herewith, the said Mortgage and Monies thereupon due, are assigned to the said *S. R.* **Now know ye,** that in further Pursuance of the said Agreement, and in Consideration of the Sum of 5*s.* to me the said *J. R.* in Hand paid by the said *S. R.* I the said *J. R.* as far as in me lies, **Have** assigned, transferred and set over, and hereby **Do,** &c. unto and to and for the Use and Benefit of the said *S. R.* his Executors, Administrators and Assigns, The said Bond or Obligation, and all Monies due and to grow due by Virtue thereof, and all Benefit and Advantage to be had and made by Virtue of the same Bond or Obligation, and all my Right and Interest in and to the said Bond or Obligation, and Money due and to grow due thereupon; **And I** do hereby make and constitute the said *S. R.* his Executors, Administrators and Assigns, the true and lawful Attorney and Attornies irrevocable of me and my Executors, at his and their Costs and Charges, in the Name or Names of me or my Executors, to commence and prosecute any Action or Actions, Suit or Suits, for Recovering and Receiving all Monies due or to be due, upon or by Virtue of the said Bond or Obligation. **In Witness, &c.**

An Assignment of a Bond by two Executrices and Residuary Legatees of the deceased Oblige, which is decreed to be paid out of the Real Estate of the Obligor, he being also dead, in Consideration of Money paid.

THIS Indenture made, &c. Between *M. W.* of, &c. Widow, and *J. E.* of, &c. Spinster, being the Executrices and Residuary Legatees of the last Will and Testament of *M. E.* late of, &c. Spinster, deceased, of the one Part, and *E. L.* Gent. of the other Part. **Whereas** Sir *R. P.* late of, &c. Knt. deceased, by his Bond or Obligation, bearing Recital of Sir *R. P.*'s Bond Date, &c. became bound unto the said *M. E.* in the Penal Sum of 200*l.* conditioned for Payment by the said Sir *R. P.* his Heirs, Executors or Administrators, unto the said *M. E.* her Executors, Administrators or Assigns, of the Sum of 101*l.* 10*s.* of, &c. on, &c. **And** *M. E.*'s Death. **Whereas** the said *M. E.* afterwards departed this Life, having first made and executed her Will. **Whereas** the said *M. W.* and *J. E.* the Executrices and Residuary Legatees of her said Will, soon after which said Decease of the said *M. E.* the said *M. W.* and *J. E.* did duly prove the said Will of their said Testatrix in the Spiritual Court: **And whereas** Sir *R. P.* departed this Life, after whose Decease, by a Decree made in the high and honourable Court of Chancery, upon the — Day of, &c. *R. P.* the in a Cause there depending, wherein Dame *M. P.* Widow and Relict of the said Sir *R. P.* Obligor's and *P.* and *M. P.* Infants by the said Dame *M.* their next Friend, were Plaintiffs, and *T. P.* Death. Esq. Son and Heir of the said Sir *R. P.* and others were Defendants, and in a Cross Cause A Decree in Chancery, wherein the said *T. P.* by his next Friend was Plaintiff, and the said *M. P.* and others were Defendants, the Real Estate of the said Sir *R. S.* was subjected to the Payment of his Debts: **And whereas** the said Bond or Obligation was proved in the said Causes, and the Receiver of the said Court of the Estate, late of the said Sir *R. P.* has cleared and paid the Interest due upon the said Bond to the — of — and has been allowed the said Payments before the Master, to whom the Account of the said Estate is referred by the said Court, and such Payments of Interest are indorsed upon the said Bond, as by the said Bond or Obligation, and Condition and Indorsement thereupon, and the said Will and Probate thereof, and the said Decree and Master's Report, and other Proceedings in the said Causes in the said Court of Chancery, Relation being thereunto had, doth and may more fully appear: **And whereas** the said Principal Sum of 100*l.* together with the Sum of — *l.* for the Interest thereof, (amounting together to the Sum of — *l.*) is now remaining due upon the said Bond from the Estate late of the said Sir *R. P.* **Now this Indenture witnesseth**, that for and in Consideration of the Sum of — *l.* of good *British* Money to the said *M. W.* and *J. E.* in Hand well and truly paid by the said *E. L.* at, &c. the Receipt, &c. they the said *M. W.* and *J. E.* **Have** assigned, transferred and set over, and by these Presents **Do** assign, &c. unto the said *E. L.* his Executors, Administrators and Assigns, the said Bond or Obligation, and all the Benefit and Advantage thereof, and all Monies due or to grow due upon the same. **And** the said *M. W.* and *J. E.* do by these Presents make, ordain, &c. (as usual) and to do or cause to be done all lawful Act and Acts, Thing and Things, for the recovering, obtaining and getting of the said Debt or Sum of Money which they the said *M. W.* and *J. E.* might or could do or cause to be done; and also to keep and detain to his and their Use all such Monies so to be received, without any Account to be given to the said *M. W.* and *J. E.* or either of them, their or either of their Executors or Administrators concerning the same: **And** the said *M. W.* for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not jointly, nor one of them for the other of them, nor for the Heirs, Executors, Administrators, nor Acts of the other of them, do covenant with the said *E. L.* his Executors, Administrators and Assigns, by these Presents, in Manner following, *viz.* That they the said *M. W.* and *J. E.* their, &c. and every of them, shall and will justify, allow, ratify and confirm all and whatsoever the said *E. L.* his Executors, Administrators or Assigns, shall lawfully do or cause to be done in or about the Premises; **And** that neither they the said *M. W.* and *J. E.* their, &c. nor any of them, shall or will revoke or make void this Letter of Attorney, nor any Authority hereby given to the said *E. L.* his, &c. **And** also that they the said *M. W.* and *J. E.* without the Consent of the said *E. L.* his, &c. **And** also that they the said *M. W.* and *J. E.* their Executors or Administrators, shall not nor will (unless it be at the Request of the said *E. L.* his Executors or Administrators) release or discharge the said Obligation, or any Debt thereby due, nor disavow or become nonsuit in any Action or Suit to be brought upon the said Obligation; nor do or willingly suffer to be done any Act or Thing whereby the said Monies payable, or which shall grow payable by or upon the said Obligation, may not be recovered, had and received by the said *E. L.* his Executors or Administrators, to his and their own Use; **And** will do any other or further reasonable Act or Acts for the better assigning the said Bond but will do any further and Act.

The Assignee
covenants to
indemnify the
Assignors from
Costs, &c. of
Actions, &c.
prosecuted in
their Names.

and Monies thereby secured unto the said *E. L.* his Executors, Administrators or Assigns, provided that they, or any of them, be not at any Charge, nor compelled to travel from their respective Places of Abode for doing thereof: **And** the said *E. L.* for himself, his Heirs, Executors and Administrators, doth covenant with the said *M. W.* and *J. E.* their Executors and Administrators, by these Presents, that he the said *E. L.* his, &c. shall and will from Time to Time, and at all Times hereafter, save and keep harmless and indemnified the said *M. W.* and *J. E.* their Heirs, &c. and every of them, of and from all Costs, Charges, Damages and Expences whatsoever, which shall or may any way fall upon or become payable by or be recovered against the said *M. W.* and *J. E.* their Heirs, Executors or Administrators, or any of them, by Means or Occasion of any Action or Actions, Suit or Suits, to be brought or prosecuted in the Names of the said *M. W.* and *J. E.* (or either of them) their or either of their Executors or Administrators, by Virtue of these Presents, or of any Power or Authority hereby given unto the said *E. L.* his Executors, Administrators or Assigns. **In Witness,** &c.

An Assignment of a Bond for Payment of Money, pursuant to an Order in Chancery.

THIS Indenture made, &c. **Between** *J. L.* of, &c. and *J. R.* of, &c. **Whereas,** &c. (*Recite the Bond from J. B. and J. S. to the said J. L.*) as by, &c. **Now this Indenture witnesseth,** That the said *J. L.* in Obedience to and in Pursuance of a Decree or Order made the, &c. last past before the Date hereof, in his Majesty's High Court of Chancery, upon a Hearing in a Cause there depending between the said *J. R.* Plaintiff, and the said *J. L.* and *J. S.* Defendants, **hath** assigned and set over unto the said *J. R.* his, &c. **As well** the said Obligation, &c.

An Assignment of an Assignment of a Bond for Payment of Money.

By Indenture.

THIS Indenture made, &c. **Between** *T. H.* of, &c. of the one Part, and *C. B.* of, &c. of the other Part. **Whereas,** &c. (*Recital of the Bond, and of an Indenture of Assignment thereof*): **Now this Indenture witnesseth,** That, &c. (*as usual to*) recited Bond or Obligation, and the said recited Indenture of Assignment thereof, and all and every such Sum, &c. and all the Right, &c. of, in or to the said Bond or Obligation, and the said Indenture of Assignment thereof, and all Benefit, &c. **To have,** &c. the said Bond, Assignment, Monies, and all, &c. (*Add a Letter of Attorney and Covenants; see before*). **In Witness,** &c.

An Assignment of an East-India Bond by a Feme Sole (by the Consent of her intended Husband) to Trustees for her Use notwithstanding her Coverture.

Recital of
East-India
Bond to *E. F.*
which is as-
signed to *B.*
the Possessor
thereof.

Agreement on
Treaty of
Marriage.

Consideration.

Assignment,

THIS Indenture Tripartite, made, &c. **Between** *A.* of, &c. of the first Part, *B.* of, &c. Spinster, of the second Part, and *C.* and *D.* (*two Trustees*) of the third Part. **Whereas** the *English* Company trading to the *East-Indies*, by their Bond or Obligation under their common Seal, bearing Date on or about the, &c. and numbered 1708. became bound unto *E. F.* Esq; in the penal Sum of 200*l.* with Condition thereunder written for the Payment of 100*l.* and Interest unto the said *E. F.* his Executors, Administrators or Assigns, on a certain Day therein mentioned, *As* by the said Bond or Obligation may appear; **And whereas** the said Bond is duly assigned to the said *B.* who is at present thereof possessed and intitled to the Money due thereupon: **And whereas** a Marriage is intended (by God's Permission) to be shortly had and solemnized between the said *A.* and *B.* And it hath been agreed between them, that the said Bond or Obligation, and all Monies thereupon due, should before the Solemnization of the said intended Marriage be assigned in such Manner and upon such Trusts as are herein after mentioned and expressed of and concerning the same: **Now this Indenture witnesseth,** that in Pursuance of the said Agreement, and for and in Consideration of the Sum of 5*s.* of, &c. to the said *B.* in Hand paid by the said *C.* and *D.* at or before, &c. the Receipt whereof is hereby acknowledged, she the said *B.* (by and with the Consent of the said *A.* testified, &c.) **hath** assigned, transferred and set over, and by, &c. **Doth,** &c. unto and to the Use of the said *C.* and *D.* their Executors, Administrators and Assigns, the said recited Bond or Obligation, and all Monies thereupon due and to grow due, and all Benefit and Advantage to be had, made or obtained, upon or by Virtue of the same Bond

Bond or Obligation: **Nevertheless upon the Trusts**, and to and for the Intents and Pur- Upon Trusts.
 poses herein after declared, mentioned and expressed of and concerning the same, *viz.* **In**
Trust for the said *B.* her Executors, Administrators and Assigns, until the Solemnization of
 the said Marriage; and from and after the Solemnization thereof, **Then upon Trust** that
 they the said *C.* and *D.* and the Survivor of them, and the Executors, Administrators and
 Assigns of such Survivor, shall and do from Time to Time, and at any Time or Times then
 after, assign, pay, apply and dispose of the said Bond or Obligation, and the said Principal
 Sum of 100*l.* and the Interest, Profit and Proceed to arise and be made thereof, unto such
 Person and Persons, in such Parts and Shares, and for such Uses, Intents and Purposes, as the
 the said *B.* by Deed or Writing, Deeds or Writings under her Hand and Seal, duly executed
 in the Presence of two or more credible Witnesses, or by her last Will and Testament in Wri-
 ting, or any other Writing purporting to be her last Will and Testament, signed and published
 in the Presence of the like Number of Witnesses, shall from Time to Time notwithstanding
 the said intended Coverture, direct or appoint with or without the Consent of the said *A.* (it
 being intended that the Premises hereby assigned shall not be subject to his Controul, Dispo-
 sal, Forfeiture or Incumbrance); **And** for Want of such Direction or Appointment, then in
 Trust for all and every the Child and Children of the Body of the said *B.* to be begotten, to
 be paid intirely to one such Child in Case there be no more than one; and to be equally divi-
 ded between them Share and Share alike in Case there shall be more such Children than one:
But in Case there shall be no Child or Children of the Body of the said *B.* or there being such,
 all of them shall happen to die before any of them shall attain the Age of 21 Years, **Then in**
Trust for the said *A.* his Executors, Administrators and Assigns; **Provided**, and it is
 hereby declared, that the Receipt in Writing of the said *B.* under her Hand and Seal, shall
 after the Solemnization of the said intended Marriage be a sufficient Discharge for the said Bond
 or Obligation, or so much of the Monies thereupon due and to grow due, as she shall think fit
 to receive and take into her own Hands. **Provided also**, and it is hereby declared and agreed, **Provido that**
 that when the said Principal Sum of 100*l.* shall be paid in by the said Company (trading as when the
 aforesaid) the same shall and may be from Time to Time placed out by the said *C.* and *D.* or the Company
 Survivor of them, or the Executors or Administrators of such Survivor, upon some Security at pays off the
 Interest, to be approved of by the said *B.* (in Case she shall be then living, otherwise without Bond, the
 such Approbation); **And that** the same 100*l.* when so placed out, and the Interest, Profit and Money to be
 Proceed to arise and be made thereof, shall be upon the same or like Trusts aforesaid: **And the** put out upon
 said *A.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant the same
 and agree, to and with the said *C.* and *D.* their Executors and Administrators, by these Pre- Trusts.
 sents, in Manner following, *viz.* That the said Bond or Obligation, and the said Principal Husband co-
 Sum of 100*l.* and all Interest, Profit and Proceed to arise thereby, shall and may from Time venants that
 to Time, and at all Times from and after the Solemnization of the said intended Marriage, be the Money
 received, taken, used and quietly enjoyed, pursuant and according to such Directions and Ap- shall be so en-
 pointments as shall be thereof made by the said *B.* notwithstanding her Coverture, without the joyed without
 Let, Suit, Interruption or Disturbance of or by the said *A.* his Executors, Administrators or his Interrup-
 Assigns, or of or by any Person or Persons lawfully claiming or to claim, by, from or under tion.
 him, them, or any of them: **And also** that he the said *A.* his Executors and Administrators, That he will
 shall and will from Time to Time, and at all Times hereafter, do, perform and execute any execute fur-
 such reasonable Act, Matter or Thing, Acts, Matters or Things whatsoever, be it by Letter ther Acts, &c.
 or Letters of Attorney irrevocable, or otherwise, for the making good and effectual the As-
 signment hereby made, and such Dispositions as by such Direction or Appointment as afore-
 said shall be made of the said Principal Sum of 100*l.* and of the Interest, Profit and Proceed
 thereof, or of any Part or Parts thereof, and of the said Bond or Obligation, or other Security
 to be made or taken by Virtue or in Pursuance of these Presents, for the said Sum of 100*l.* or
 any Part thereof, or any the Interest, Profit or Proceed thereof, or any Part thereof, as shall
 be reasonably required by the said *C.* and *D.* or by the Survivor of them, or the Executors or **Provido that**
 Administrators of such Survivor. **Provided**, and it is hereby declared and agreed by and be- the Trustees
 tween the said Parties to these Presents, that the said *C.* and *D.* or either of them, or the shall not be
 Heirs, Executors or Administrators of either of them, shall not be answerable for any Loss answerable for
 that shall happen of the said Principal Sum of 100*l.* or Part thereof, or of the Interest, Profit Loss, &c.
 or Proceed to be made thereof, without their wilful Neglect or Default; **And** that they, either
 or any of them, shall not be answerable for the other or others of them, or for the Acts, De-
 faults or Receipts of the other or others of them, but every one of them for his own Acts,
 Defaults and Receipts only; **And** that they, any or either of them, shall not be answerable
 for any more Monies than they shall respectively actually receive; **And** that they, each and but shall be
 every of them, shall be reimbursed all their Costs, Charges and Expences which they shall re- reimbursed
 spectively lay out, expend or be put unto in the Execution or Management of the before men- their Costs.
 tioned Trusts, or any of them, out of the before mentioned Principal Sum of 100*l.* or the
 Interest, Profit or Proceed thereof. **In Witness, &c.**

An Assignment of a Bond in Trust for the Uses of Marriage Articles, in Discharge of the Residue of Money (a Mortgage being made for Part) due on a Bond to the like Uses.

Recital of
Bond from
M. H. to
C. W. to
Uses.

Another from
R. M. now
deceased, and
said J. E. to
said M. H.
Mortgage
from M. H. to
C. W.

Assignment
of second
Bond.

Letter of At-
torney upon
Trust.

THIS Indenture Quadripartite, made, &c. Between M. H. of, &c. of the first Part, J. E. of, &c. of the second Part, E. H. of, &c. and R. his Wife, of the third Part, and C. W. of, &c. and L. H. of, &c. of the fourth Part. **Whereas** the said M. H. in and by one Bond, &c. dated, &c. became bound unto the said C. W. in the Penal Sum of, &c. conditioned for the Payment of, &c. on, &c. to be applied and disposed to, for and upon such Ends, Intents, Trusts and Purposes, as were agreed and declared in and by certain Articles of Agreement bearing Date, &c. and made between the said E. H. of the one Part, and the said C. W. and L. H. of the other Part: **And whereas** R. M. of, &c. since deceased, together with the said J. E. in and by one Bond, &c. became bound unto the said M. H. in the Penal Sum of, &c. conditioned to be void on Payment by the said R. M. and J. E. of the Sum of, &c. on, &c. as by, &c. **And whereas** the said M. H. hath, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, granted to the said C. W. by way of Mortgage a Messuage, &c. for securing — l. and Interest towards Discharging and in Part of Payment of the said first recited Bond: **Now this Indenture witnesseth**, that the said M. H. for the Payment and Satisfaction of, &c. and in full Discharge of the said first recited Bond, and in Consideration also of the Sum of 5s. of, &c. to her in Hand, &c. by the said C. W. and L. H. well, &c. she the said M. H. hath, &c. unto the said C. W. and L. H. their, &c. **The** said last recited Bond or Obligation entered into by the said R. M. and J. E. to the said M. H. as aforesaid, and the Monies thereby secured, and all his Right, &c. **And**, &c. (Letter of Attorney) for her and in her Name, and in the Name or Names of her Executors and Administrators, but upon the Trusts, and for the Ends, Intents and Purposes in the said Articles mentioned, to ask, &c. and for Non-payment, &c. and on Payment, &c. **All** which Monies, when received, shall and ought to be laid out, applied and disposed to and for such Uses, Intents, Trusts and Purposes, as are agreed and declared by and in the said before mentioned Articles. **And**, &c. (Covenant not to receive the Money, nor release, &c.) **In Witness**, &c.

An Assignment of a Bond for Payment of Money, from the Obligee to a Friend of one of the Obligors (who was bound as Surety with the other Obligor for his proper Debt) in Trust for the said Surety, given on his paying the Money, he having no Counter-Bond or other Indemnity.

THIS Indenture made, &c. Between T. L. of, &c. of the one Part, and A. W. of, &c. Widow, and R. S. of, &c. of the other Part. **Whereas** by one Bond, &c. bearing Date, &c. A. M. of, &c. (together with the said R. S. but for the proper Debt of the said A. M.) became jointly and severally bound unto the said T. L. in, &c. **And whereas** before the Day of the Date of these Presents, it was agreed by and between the said T. L. and R. S. that the said T. L. in Consideration of the Sum of, &c. to him paid by the said R. S. should assign over the said Bond unto her the said A. W. and give and grant unto her the said A. W. and her Assigns, full Power and Authority to receive and take of the said A. M. his, &c. the Money due and to be due on the said Bond, in Trust for him the said R. S. **Now**, &c. as well for and in Consideration of the said Sum of 625l. in Hand, &c. by the said R. S. as in Performance of the said Agreement on the Part of him the said J. T. and also for and in Consideration of the Sum of 5s. of, &c. by the said A. W. the Receipt, &c. **He** the said T. L. hath, &c. unto the said A. W. her, &c. (Letter of Attorney in Trust for R. S. his, &c. and proper Covenants as usual; see before). **In Witness**, &c.

An Assignment of a Bond for Payment of Money for Goods sold on their Arrival abroad.

To all, &c. D. F. &c. sends, Greeting. **Whereas** R. L. for himself, and J. B. and J. M. of, &c. in New England, Merchants, by Obligation under his Hand and Seal, dated the, &c. stands bound unto the said D. F. in the Sum and Penalty of — l. of, &c. with Condition underwritten, That if the said R. L. J. B. and J. M. or either of them, their, &c. should pay unto the said D. F. at London, his, &c. the Sum of, &c. of like Money, &c. for

for Merchandizes bought by the said R. L. for himself and the said J. B. and J. M. of the said D. F. and shipped on Board the T. J. M. Master, bound from London to B. in New England, six Months after the safe Arrival and Delivery of the said Goods at B. aforesaid to them or their, or either of their Order, then the said Obligation to be void, or to that Effect, as thereby, Relation, &c. which said Goods are since arrived and delivered at B. aforesaid: **Now know ye**, that for and in Consideration of the Sum of, &c. to the said D. F. in Hand, &c. the Receipt, &c. he the said D. F. hath assigned and set over, and by these Presents doth fully and absolutely assign and set over, and deliver unto the said J. D. his, &c. the said recited Bond or Obligation, and all Monies therein, and in the Condition thereof mentioned, and thereupon to grow due and payable, and all his Right, &c. **To have**, hold and receive the same unto the said J. D. his, &c. to his and their own proper Use and Benefit: **And** for the better Recovery and Receiving thereof, he the said D. F. doth hereby make, &c. the said J. D. his, &c. to be his true and lawful Attorney, &c. (Letter of Attorney, and then insert the usual Covenants). **And** the said D. F. for himself, his, &c. doth hereby further covenant and agree with the said J. D. his, &c. that if the said R. L. J. B. and J. M. their, &c. or any of them, shall make any Deduction or Abatement out of the said Sum of — l. and Interest thereof, due or to grow due and payable by Virtue of the said recited Bond, upon Account of Damage of the said Goods, or upon any other Pretence whatsoever, that then he the said D. F. his, &c. will pay and make good to the said J. D. his, &c. whatsoever shall be deducted or abated out of the said Sum as aforesaid. **In Witness**, &c.

An Assignment of a Bond for the peaceable Enjoyment of a Ship; made on assigning a Bill of Sale of the Ship.

To all, &c. T. M. &c. sends Greeting. **Whereas** J. O. and D. R. &c. by Obligation under their Hands and Seals, bearing Date, &c. stand bound unto the said T. M. in Bond. Recital of the the penal Sum of, &c. with Condition thereunder written, reciving therein that they the said J. O. and D. R. by Bill of Sale under their Hands and Seals, dated therewith for the Considerations therein mentioned, Did grant unto the said T. M. all that Ship called the M. Burthen about — Tons, whereof P. J. then late was Master, and all Appurtenances and Things to the said Ship belonging; that if the said T. M. his, &c. shall enjoy the said Ship with her Appurtenances, free of all former Gifts, &c. by them or any other Persons whatsoever, then the said Obligation to be void, or to that Effect, as by the said, &c. **And whereas** the said Bill of Sale. Ship by Bill of Sale, dated herewith, is now sold unto S. H. &c. **Now these Presents** Assignment. witness, That to the Intent the said S. H. may have and take the Benefit of the said Obligation for his Security and Enjoyment of the said Ship, and in Consideration of the Sum of 5s. to him in Hand paid by S. H. before Sealing hereof, the Receipt, &c. he the said T. M. hath assigned, and doth hereby assign and set over unto the said S. H. his, &c. the said recited Obligation, and all his Right, Title, Interest, Property, Benefit of Action, Claim and Demand of, in and to the same; **And** the said T. M. doth hereby make, name and appoint the said S. H. his, &c. his lawful Attorney, &c. **And** the said T. M. for himself, his, &c. doth hereby covenant, &c. to and with the said S. H. his, &c. that he the said T. M. hath not at any Time released, vacated, destroyed and discharged the said Obligation; **And** will at any Time, at the Request and Charge of the said S. H. his, &c. do any further Acts To do any further Act for the better to enable him and them to recover and receive all Benefit and Advantage, by or in the Assignee's respect of the said Obligation to his and their own Use and Uses, as by him and them, or his or their own Counsel shall be reasonably required. **In Witness**, &c. of.

An Assignment of a Bond to perform Covenants from the first Mortgagee to an Assignee of the said Mortgagee.

THIS Indenture, &c. Between J. T. of, &c. of the one Part, and R. G. of, &c. Recitals: of the other Part. **Whereas** by Indenture of Mortgage, bearing Date, &c. and made Of Mortgage: between A. S. of, &c. T. S. the Younger, of, &c. and S. his Wife, and T. S. the Elder, of, &c. of the one Part, and the said J. T. of the other Part, they the said T. S. the Younger, and S. his Wife, and the said A. S. and T. S. the Elder, for the Considerations therein mentioned, Did demise and grant unto the said J. T. two Messuages and several Parcels of Arable Land, situate, &c. in the said Indenture particularly mentioned and described: **And whereas** the Of Bond. said T. S. the Younger, and A. S. by their Bond or Obligation bearing even Date with the said recited Indenture, Did become jointly and severally bound to the said J. T. in the penal Sum

Of Assign-
ment of the
Mortgage.

Assignment of
the Bond.

Special Letter
of Attorney.

Covenant that
the Assignor
has not, nor
will discharge
the Bond.

And that the
Assignee, if
the Bond be-
comes forfeit-
ed, shall have
the Benefit
thereof.

Letter of At-
torney not to
be revoked,
and any Suit,
&c. dischar-
ged.

Covenant to
indemnify the
Assignor.

Sum of 400*l.* conditioned that he the said *T. S.* the Younger, his Heirs, Executors and Administrators, should observe, perform, fulfil and keep, all and singular the Covenants, Payments and Agreements, mentioned and contained in the said recited Indenture; as by the said in Part recited Indenture and Bond or Obligation and the Condition thereof, (Relation being to them respectively had) more at large may appear: **And whereas** by Indenture *Tripartite* of Assignment, bearing even Date with, and executed immediately before these Presents, and expressed to be made **Between** the said *T. S.* the Younger of the first Part, the said *J. T.* of the second Part, and the said *R. G.* of the third Part, the said *J. T.* in Consideration of 210*l.* and the same *T. S.* in Consideration of 90*l.* therein mentioned to be to them respectively paid by the said *R. G.* *Did* (by the Direction of the said *T. S.* the Younger) assign and set over unto the said *R. G.* the said Messuage, &c. and all other the Premises whatsoever, demised by the said recited Indenture of Mortgage as aforesaid, with their Appurtenances, for the Remainder of 830 Years, thereby granted, as by the said last in Part recited Indenture, &c. **Now this Indenture witnesseth**, That the said *J. T.* to the Intent and Purpose that the said *R. G.* may have the Benefit and Advantage of the said recited Bond or Obligation, and if the Condition thereof shall happen hereafter to be broken and not performed, and also for other good Causes and Considerations, him the said *J. T.* in this Behalf moving, hath granted, bargained, sold, transferred, assigned and set over, and by these Presents *Doth* fully, freely and absolutely grant, &c. unto the said *R. G.* his Executors and Assigns, the said recited Bond or Obligation, and all the Benefit, Profit and Advantage which shall or may be had, gotten or obtained thereby, if the Condition thereof shall happen hereafter to be broken and not performed; **And** doth also by these Presents make, assign, ordain, constitute, appoint, and in his Place and Stead put the said *R. G.* his Executors and Administrators his true and lawful Attorney and Attornies irrevocable, in the Name and Names of the said *J. T.* his Executors and Administrators, but for the sole Use and Benefit of the said *R. G.* his Executors and Administrators, to ask, sue for, (in Law or Equity) levy, require, recover and receive of and from the said *T. S.* the Younger, his Heirs, Executors or Administrators, the said penal Sum of 400*l.* mentioned in the said recited Obligation or any Part thereof, if the Condition of the same Obligation shall happen to be hereafter broken and not performed; giving, and by these Presents granting unto his said Attorney and Attornies his full and whole Power and Authority, in and about the Premises, for him and in his Name, but to the only Use of the said *R. G.* to do, perform, fulfil, accomplish and execute all such lawful Ways and Means whatsoever, as shall be needful, necessary or requisite to be done, in, about or touching or concerning the same, as fully and amply in every respect to all Intents and Purposes as the said *J. T.* might or could do if he were personally present at the doing thereof, ratifying and by these Presents allowing and confirming all and whatsoever his said Attorney or Attornies shall lawfully do or cause to be done in or about the Execution of the same, according to the Intent and true Meaning of these Presents. **And** the said *J. T.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant and grant to and with the said *R. G.* his Executors, Administrators and Assigns by these Presents, that he the said *J. T.* hath not at any Time heretofore remised, released, nor any ways discharged the said Bond or Obligation, or the Sum of Money therein contained, nor the said *T. S.* the Younger and *A. S.* therein named; neither shall he the said *J. T.* nor his Executors, or Administrators, or any of them at any Time hereafter remise, release or otherwise discharge the said Bond or Sum of Money therein contained, nor the Parties obliged, nor either of them, their or either of their Heirs, Executors or Administrators or any of them; **And** that he the said *R. G.* his Executors, Administrators and Assigns, shall or may (if the said Bond shall happen hereafter to become forfeited) have and enjoy the Penalty thereof and the Sum of Money therein contained and expressed, to his and their own proper Use and Benefit, without any Account to be given, yielded or rendered for the same or any Part thereof, to the said *J. T.* his Executors, Administrators or Assigns, or any of them; **And** that neither he the said *J. T.* nor his Executors nor Administrators nor any of them, shall or will revoke, release or discharge this present Letter of Attorney, nor any other Power or Authority thereby given, nor release, discharge, disclaim or discontinue any Suit, Process, Judgment, Execution, Order or Decree which shall or may at any Time hereafter be obtained or gotten against the said *T. S.* the Younger, and *A. S.* or either of them, their or either of their Heirs, Executors or Administrators, but shall and will ratify, allow and confirm the same and every of them, and all and every other lawful Act and Acts, Thing and Things whatsoever, which he the said *R. G.* his Executors, Administrators or Assigns, shall lawfully do or cause to be done, in, about, or for, touching or concerning, or by Reason or Means of the Premises, according to the Intent and true Meaning of these Presents; **And** the said *R. G.* for himself, his Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said *J. T.* his Executors, Administrators and Assigns, and to and with every of them by these Presents, that he the said *R. G.* his,

his, &c. or some of them, shall and will from Time to Time and at all Times hereafter, well and sufficiently save, defend, keep harmless and indemnified, as well the said J. T. his Executors and Administrators, as also the Lands, Goods and Chattels of him, them and every of them, of and from all and all Manner of Costs, Charges, Losses, Troubles, Expences and Damages whatsoever, which they or any of them shall or may sustain, lay out, expend or be put unto, for, or by Reason or Means of any Suit or Suits, Process, Judgment, Execution, Order or Decree, so to be had and obtained as aforesaid, or any Dismission or Costs that shall be had, obtained or gotten, in, upon, about or any ways touching or concerning any such Suit or Process, or otherwise howsoever, for, touching or concerning, or by Reason or Means of the Premises, according to the Intent and true Meaning of these Presents. **In Witness,** &c.

An Assignment of a Bond of Bottomry.

THE same as an Assignment of another Bond, only after the Recital of the Bond recite: **And** whereas the said Ship did on or about the — safely arrive in the River Thames from the said Voyage: **Now know ye,** &c.

Of a Bail-Bond.

I W. R. Esq; Sheriff of the County of — do hereby assign the within written Bail-Bond to the Use of the Plaintiff, to be sued for by him, according to the Form and Effect of the Statute in that Case made and provided. **In Witness** whereof I have hereunto set my Hand and the Seal of my Office, this — Day of —.

*Sealed and delivered in
the Presence of*
G. R.
S. W.

An Assignment of a Bond of Arbitration and Money awarded, (reciting that the Assignee had been bound as Surety for the Assignor, and reciting the Bond of Arbitration and an Award thereon) for indemnifying the Assignee against his Suretiship.

TO all People to whom, &c. I R. S. of London, Merchant, send Greeting. **Whereas** my loving Friend J. Y. of, &c. at the special Instance and Request, and for the proper Debt of me the said R. S. standeth bound and obliged with me the said R. S. unto A. G. of, &c. in and by one Bond or Obligation, bearing Date, &c. in the penal Sum of 100*l.* of, &c. conditioned for the true Payment of 51*l.* 10*s.* of like Money, on, &c. as by, &c. **Which** said Sum of 50*l.* doth yet remain due and unpaid, and the said recited Bond or Obligation is and standeth in full Force: **And whereas** J. F. of, &c. and I the said R. S. by our several Bonds or Obligations, bearing Date, &c. do stand bound and obliged each to the other, in the penal Sum of 600*l.* of, &c. conditioned for the true Observance and Performance of the Award, Arbitrement, Determination and Judgment of J. K. R. T. and R. W. of London, Merchants, or any two of them, Arbitrators between us, indifferently chosen to end and determine all and all Manner of Suits and Differences whatsoever, to the Day of the Date of the said Bonds or Obligations; the Burthen of which said Award two of the said Arbitrators, viz. R. T. and W. W. took upon them, and after a full and due Examination, and Consideration of the Matters in Difference between the said J. F. and me the said R. S. they the said R. T. and W. W. did make and give up their Award in Writing indented under their Hands and Seals, bearing Date, &c. whereby they the said R. T. and W. W. (amongst other Things) did Award and Order that the said J. F. his, &c. should pay, &c. unto me the said R. S. my Executors, Administrators or Assigns, the full Sum of 82*l.* of, &c. in Manner following, (that is to say), &c. (at different Times) as by, &c. **Now know ye,** That I the said R. S. for indemnifying him the said J. T. his, &c. of and from the said recited Bond wherein the said J. Y. stands bound with me the said R. S. unto the said A. G. and that the said J. Y. his Executors and Administrators may be hereby enabled to reimburse him and themselves the same and the said Sum of 50*l.* and the Interest thereof, in case he shall be compelled to pay the same, and all Costs, Charges and Damages that he or they shall or may sustain, or be put unto by Reason thereof, **Have** granted, &c. unto the said J. Y. his, &c. **The** said recited Bond to me the said R. S. and all Sums, &c. to me due or to be due

Letter of Attorney.

Proviso as to the Overplus of the Money assigned after the Debt paid.

In case the Assignee be otherwise indemnified, then to deliver back, &c.

due by Virtue thereof, and of the said recited Award or either of them; **To have**, hold and enjoy the same and every Part thereof to his and their own Use and Uses; **And** I the said R. S. hereby for myself, &c. do constitute, depute, &c. **And**, &c. (*Covenants not to receive the Money, nor release, &c.*) **Provided always**, and it is the true Intent, &c. that if the said J. Y. his, &c. shall have received of and from the said J. F. his, &c. the said Sum of 82*l.* on or before, &c. it shall be lawful for him the said J. Y. his, &c. thereout to pay unto the said A. G. his, &c. the said principal Sum of 50*l.* and all Interest due for the same, and to deduct to him the said J. Y. his, &c. all Costs, Charges and Damages, that he or they shall or may sustain by Virtue thereof; and afterwards that he the said J. Y. his, &c. shall well and truly pay or cause, &c. unto me the said R. S. my, &c. the Overplus or Residue of the Money; or in case the said J. Y. his, &c. shall not have received any Money upon or by Virtue of the said recited Bond or Obligation on or before the said, &c. and shall in the mean Time be otherwise indemnified and saved harmless by me the said R. S. my, &c. of and from the said recited Bond or Obligation wherein we stand jointly and severally bound to the said A. G. that then the said J. Y. his, &c. shall deliver up to me the said hereby assigned Bond or Obligation safe, whole and uncanceled. **In Witness**, &c.

VII. Of Bond and Judgment.

An Assignment of a Bond and Judgment, the Judgment being obtained on a Suit upon Non-payment of the Principal and Interest due on the Bond.

Recital.

Bond given.

Default in Payment.
Judgment thereon.

Assignment.

Letter of Attorney.

Covenant that Assignor has

THIS Indenture, &c. **Between** S. B. of, &c. of one Part, and W. G. of the other Part. **Whereas** T. B. Esq; (by the Name of Sir T. B. Bart. of, &c. and J. J. of, &c. by their Bond or Obligation, bearing Date, &c. became jointly and severally bound unto the said S. B. in the penal Sum of — conditioned for Payment of the Sum of — of, &c. with lawful Interest for the same, unto the said S. B. his Executors, &c. on, &c. as by the said Bond, &c. **And whereas** Default being made in Payment of the said Sum of — and Interest, secured by the said Bond, he the said S. B. did in *Hilary* Term now last past obtain a Judgment in his Majesty's Court of Common Pleas at *Westminster*, in an Action of Debt for the Sum of — upon the said Bond, besides Costs of Suit, against them the said Sir T. B. and J. J. as by the Record of the said Judgment entered up in the same Court, &c. **And whereas** there is now due and owing to the said S. B. the whole principal Money, Interest and Costs, by Virtue of the said recited Bond and Judgment: **Now this Indenture witnesseth**, That for and in Consideration of the Sum of — of, &c. to the said S. B. &c. by the said W. G. at or before, &c. the Receipt, &c. he the said S. B. hath assigned, transferred and set over, and by, &c. **Doth**, &c. unto the said W. G. **The** said recited Bond and Judgment so recovered thereon as aforesaid, and all Money thereupon due or to become due and owing, and all Benefit and Advantage whatsoever to be had, made or obtained by Virtue or Means of the said Bond and Judgment, or either of them, or of any Process, Extent or other Execution or Executions to be thereupon had, sued out and executed; and all the Right, Interest and Property, Claim and Demand whatsoever, both in Law and Equity, of him the said S. B. of, in, to or out of the said hereby assigned Bond and Judgment, Monies and Premises, and every Part and Parcel thereof; **To have**, hold, receive and enjoy all and singular the hereby assigned Monies and other the Premises, unto the said W. G. his Executors, Administrators and Assigns, from henceforth, and for his and their own proper Use and Benefit for ever; **And** for the better and more effectual enabling, &c. the said W. G. his Executors, Administrators and Assigns, to recover and receive all and singular the said hereby assigned Monies and Premises, to and for his and their own Use and Benefit, he the said S. B. hath and by these Presents doth authorize, &c. the said W. G. his, &c. his true and lawful Attorney, &c. in the Name of him the said S. B. his, &c. but at the proper Costs and Charges of him the said W. G. his, &c. to sue and prosecute any Action, Suit, Execution or Extent upon the said Judgment, and to acknowledge, make and give full Satisfaction, Release and Discharge, for all Monies thereby secured, and now due and owing or to become due and owing by Virtue of the said Bond and Judgment or either of them, and generally to do all and every such further and other lawful Acts and Things, as well for the Recovering and Receiving, as also for the Releasing and Discharging of all and singular the said hereby assigned Monies and Premises, and that in as full, large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as he the said S. B. his Executors or Administrators could or might do, if personally present and did the same, and doth hereby for himself, his Executors and Administrators, ratify and confirm all such legal Acts as he the said W. G. his, &c. shall do or cause to be done in the Premises, by Virtue of these Presents; **And** the said S. B.

S. B. for himself, his Executors, Administrators and Assigns doth covenant by these Presents, ^{not received} in Manner as follows, viz. That he the said S. B. hath not received or discharged all or any ^{the Money,} Part of the Monies due on the said Bond and Judgment, or either of them, and that he the ^{nor will re-} said S. B. his, &c. shall not, nor will at any Time hereafter receive, release or discharge the ^{lease, &c. but} said Bond and Judgment or either of them, or any Monies thereby secured; nor release, non- ^{will execute} suit, vacate or disavow any Suit or other legal Proceedings to be had, made or prosecuted by ^{any further} Virtue of these Presents, for the suing for, recovering, releasing or discharging the said Bond and Judgment or either of them, without the Licence of the said W. G. his, &c. first had in Writing for that Purpose, nor shall or will revoke, invalidate, hinder or make void these Presents, or any Authority or Power hereby given to the said W. G. his, &c. without such Licence as aforesaid, and that he the said S. B. his, &c. shall and will at the Request and Charge of the said W. G. his Executors or Assigns, at any Time make, do and execute any further or other lawful and reasonable Act in the Law, for the better enabling the said W. G. his, &c. to recover and receive all and singular the hereby assigned Monies and Premises to and for his or their own Use and Benefit, as by him or them, or by his or their Counsel learned in the Law, shall be reasonably advised or required, so as no Person for the doing thereof be compelled to go from his or their then Place of Habitation of Abode: **And** the ^{Assignor's In-} said W. G. for himself, his Executors, Administrators and Assigns, doth hereby covenant to ^{demnity.} and with the said S. B. his Executors and Administrators, by these Presents, that he the said W. G. his Executors or Administrators, shall and will at all Times indemnify the said S. B. his Executors and Administrators, of, from and against all Costs, Charges, Expences and Damages which he, they or any of them, shall pay, sustain or be put unto, for or by Reason or on Account of any Proceedings to be had either in Law or Equity on Account of the Premises, by Virtue or Means of these Presents, so as the same do not arise or accrue through the Collusion or Act of the said S. B.

An Assignment of a Bond and Judgment after a Verdict, in Consideration of Money paid down.

THIS Indenture, made, &c. Between E. W. of, &c. Spinster, of the one Part, and W. B. of *Lincoln's Inn* in the County of *Middlesex*, Gent. of the other Part. **Whereas** on or about the — in the — Year, &c. J. B. of, &c. Esq; became bound ^{Recital of a} to the said E. W. in one Obligation of the penal Sum of 320*l.* conditioned for the Payment ^{Bond.} of the Sum of 160*l.* and Interest, at a Time therein mentioned for the Payment thereof; as in and by, &c. **And whereas** at the Sittings held at *Guildhall, London*, after *Trinity Term* ^{Verdict.} last, the said E. W. obtained a Verdict against the said J. B. in his Majesty's Court of King's Bench for the said 320*l.* besides Costs of Suit: **And whereas** in *Michaelmas Term* last Judg- ^{Final Judg-} ment was signed against the said J. B. for the said 320*l.* and 15*l.* allowed by the Master for ^{ment.} Costs of Suit, by Virtue of the said Verdict, as by the Record of the said Judgment now remaining in his said Majesty's Court of King's Bench at *Westminster*, Relation, &c. **And** ^{Money paid.} **Whereas** the said W. B. hath on the Day of the Date hereof paid to the said E. W. the Sum of 192*l.* 8*d.* of, &c. being the Principal, Interest and Costs due on the said Bond and Judgment: **Now this Indenture witnesseth**, that the said E. W. for and in Consideration of ^{Assignment.} the said Sum of 192*l.* 8*d.* to her in Hand, &c. hath assigned and set over, and by these Presents **Doth** assign, &c. to the said W. B. the said recited Bond and the Judgment recovered thereupon as aforesaid, and all Monies due or to be due thereon, and all her the said E. W.'s Right and Title either in Law or Equity, of, in or to the same; **To have**, receive and take the same to the said W. B. his Executors, Administrators and Assigns, to his and their own proper Use for ever; **To which End** the said E. W. doth hereby authorize, constitute ^{Letter of At-} and appoint the said W. B. his, &c. her lawful Attorney, &c. but at the proper Costs and ^{torney.} to the sole Use of the said W. B. his, &c. to sue, &c. the Monies due or to be due on the said Bond and Judgment, and to do all necessary Acts, &c. in as ample Manner to all Intents and Purposes, as the said E. W. her, &c. could do if personally present, and did the same: **And** the said E. W. doth hereby ratify, &c. **And** the said E. W. doth by these Presents cove- ^{Covenant that} nant, promise and agree, to and with the said W. B. his Executors, Administrators and Assigns, ^{the Assignor} in Manner and Form following, (that is to say) That she has not received or discharged, or ^{has not dis-} caused to be received or discharged, all or any Part of the Monies due on the said Bond and ^{charged, &c.} Judgment, or either of them, and that she the said E. W. her, &c. shall not nor will receive, ^{nor will re-} release or discharge the said Bond and Judgment, or either of them, or release, nonsuit, vacate ^{lease, &c.} or disavow any Suit or other legal Proceedings to be had, made or prosecuted by Virtue of these Presents, for the suing for or recovering, releasing, compounding or discharging the said Bond and Judgment, or either of them, without the Licence of the said W. B. his Executors, Administrators

Administrators or Assigns, in Writing, for that Purpose first had and obtained; nor shall or will revoke, invalidate, hinder or make void these Presents, or any the Authorities hereby given to the said *W. B.* his Executors, Administrators or Assigns, without such Licence as aforeaid; **And** that the said *E. W.* her Executors or Administrators, shall, at the Request and Costs of the said *W. B.* his, &c. do any other lawful or reasonable Act in the Law for the better enabling the said *W. B.* his, &c. to recover and receive the Monies now due, or hereafter to become due, on the said Bond and Judgment, or either of them, for the respective Uses above mentioned. **And** the said *W. B.* doth by these Presents covenant for himself, his Executors, Administrators and Assigns, to and with the said *E. W.* her Executors and Administrators, in Manner following, (that is to say) That he the said *W. B.* his Executors or Administrators, shall and will indemnify the said *E. W.* her Executors and Administrators, from all Costs, Charges, Damages or Expences, which she, they or any of them shall or may suffer, sustain or be put unto on Account of any Proceedings to be had either in Law or Equity on Account of the Premises, by Virtue or Means of these Presents, so as the same do not arise or accrue through the Collusion or Act of the said *E. W.* her Executors or Administrators. **In Witness, &c.**

An absolute Assignment of a Bond and two Judgments thereon by Confession, one in the C. P. in England, and the other in the C. P. in Ireland, defeasanced on Payment of a Sum of Money, in Consideration of a Sum advanced, subject to such Defeasance.

THIS Indenture Tripartite, made, &c. Between *J. G.* of London, Merchant, of the first Part, *A. L.* of Bilboa in the Kingdom of Spain, Merchant, of the second Part, and *J. H.* of London, Merchant, of the third Part. **Whereas** *E. C.* and *F. C.* both of, &c. and *L. C.* of, &c. by their Bond, &c. (Recital of the Bond and two Warrants of Attorney): **And whereas** by Deed Poll of Defeasance, bearing Date, &c. last past (herein Reciting the herein before mentioned Bond and Warrants of Attorney for entering up the several Judgments thereon) *The said J. G.* did thereby acknowledge, agree and declare to and with them the said (*three Obligors*) that the said two Warrants of Attorney so by them given, and the several Judgments entered, or to be entered up thereon, were so made, given, and to be entered up only for the further and better securing Payment to the said *J. G.* his Executors and Assigns, of the said 900*l.* according to the Condition of the said Bond: And the said *J. G.* did thereby for himself, his Executors and Assigns, covenant with the said (*three Obligors*), their Executors and Administrators, that he the said *J. G.* his Executors, Administrators or Assigns, should not nor would sue out any Writ of Execution, or other Process whatsoever, against them the said (*three Obligors*), any or either of them, their, any or either of their Heirs, Executors or Administrators, or their or any of their Goods or Chattels, Lands or Tenements, until such Time as Default be made in Payment of the said 900*l.* or any Part thereof, contrary to the Condition of the said Bond; and that from and after Payment thereof, according to the Condition of the said Bond, then the said *J. G.* his Executors or Assigns, (at the Request and Charges of the said (*three Obligors*), their Executors or Administrators) would acknowledge Satisfaction upon the Record of the said Judgments, or do any other legal Act to vacate the same, as should be reasonably advised or required; **As** in and by the said in Part recited Bond, Warrants of Attorney and Defeasance thereon (Relation being to them respectively had) may appear: **And whereas** since the Executing of the said Defeasance, by Virtue of the before recited Warrants of Attorney, two several Judgments have been entered up against them the said (*three Obligors*) at the Suit of the said *J. G.* upon the said Bond, *viz.* One of them in the Court of Common Pleas at *Westminster* for the Sum of 1800*l.* and the other of them in the Court of Common Pleas in *Ireland* for the like Sum of 1800*l.* as by the Records thereof may appear: **And whereas** the Name of him the said *J. G.* in the said recited Bond, Warrants of Attorney, and in the said several Judgments so entered up thereon as aforeaid, was so used, in Trust and for the only Use and Benefit of him the said *A. L.* and the said Sum of 900*l.* so secured as aforeaid, was not the proper Monies of him the said *J. G.* but the same was and is the proper Monies of and belongs to him the said *A. L.* **Which** is by him the said *J. G.* hereby acknowledged, agreed and declared, so to be testified by his being Party to and Executing of these Presents: **And whereas** the said *A. L.* having immediate Occasion for the Monies belonging to him, and so secured, in Trust for him as aforeaid, *He* the said *J. H.* (at the Request of the said *A. L.* *Has* agreed to advance and pay to him the Sum of 810*l.* and to accept of an Assignment of the said Bond and Judgment, and Monies thereby secured, together with his the said *A. L.*'s Covenant herein after contained, as a further Security for Payment of the

Further Act.

To indemnify the Assignor.

Recitals, viz.

As to the Bond and two Warrants thereon to Mr. G.

As to the Defeasance thereon from him to the three Obligors.

As to the Judgments being entered up.

As to Mr. G.'s Name being used in Trust for Mr. L.

As to Mr. L.'s now having Occasion for the same, and of Mr. G.'s Trustee advancing the same.

the said 810*l.* and Interest, in such Manner as herein after is mentioned and expressed: **Now** ^{Considerations.} **this Indenture witnesseth,** that for and in Consideration of the Sum of 810*l.* of, &c. to him the said *A. L.* in Hand well and truly paid by the said *J. H.* at or before the Executing hereof, and also for and in Consideration of the Sum of 5*s.* of like Money to the said *J. G.* now also paid by the said *J. H.* the Receipt and Payment of which said several Sums of 810*l.* and 5*s.* so paid in Manner as aforesaid, they the said *A. L.* and *J. G.* do hereby respectively acknowledge, and thereof, and of and from every Part and Parcel thereof, *Do* severally and respectively acquit, exonerate and for ever discharge the said *J. H.* his Executors, Administrators and Assigns, and every of them, by these Presents, **He** the said *J. G.* (at the special Instance and Request, and by the Direction and Appointment of the said *A. L.* testified by his being a Party to and Executing hereof) and also he the said *A. L.* **Have**, and each of them **Hath** bargained, sold, assigned, transferred and set over, and by these Presents do, and each of them do *h* freely, clearly and absolutely bargain, &c. unto the said *J. H.* his Executors, Administrators and Assigns, **As well** the said recited Bond, and the said two several Judgments so entered up thereon as aforesaid, **As also** the said Sum of 900*l.* thereby secured as aforesaid, and all and every other Sum and Sums of Money whatsoever thereby secured, due and payable, or which at any Time hereafter shall become due and payable, and the full and whole Benefit and Advantage of the said Bond, and of the said several Judgments, and all Forfeitures and other Benefit and Advantage whatsoever to be had, made, taken or obtained by Virtue of any Execution or Executions, or other Process whatsoever, to be sued out upon the said Judgments, or either of them; and all the Right, Interest, Property, Claim and Demand whatsoever, both in Law and in Equity, of them the said *J. G.* and *A. L.* or of either of them, or of any Person or Persons in Trust for them, or either of them, of, in, to and out of the said hereby assigned Bond, Judgments, Monies and Premises thereby secured, and every Part and Parcel thereof; **To have**, hold, receive, take and enjoy the said Bond, Judgments, Sums of Money thereby secured, and all and singular other the hereby assigned Premises, unto and to and for the only Use and Benefit of the said *J. H.* his Executors, Administrators and Assigns from henceforth, as and for his and their own proper Monies for evermore, and that in as full, large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as they the said *A. L.* and *J. G.* or either of them, their or either of their Executors or Administrators, could or might have had, held, recovered, received or enjoyed the same, if these Presents had not been made; **Subject nevertheless** to the herein above recited Deed Poll of Defeasance touching the same. **And** for the further, better and more effectual enabling the said *J. H.* his Executors, Administrators and Assigns, to recover ^{Letter of Attorney.} and receive all and singular the said hereby assigned Monies and Premises, to and for his and their own Use and Benefit, they the said *A. L.* and *J. G.* **Have**, and each of them **Hath**, and by these Presents do, and each of them doth authorise, &c. the said *J. H.* his, &c. the true and lawful Attorney and Attornies irrevocable of them the said *A. L.* and *J. G.* and each of them, and in the Names of them or either of them, or of their or either of their Executors or Administrators, or otherwise, to ask, &c. of and from the said (*three Obligors*), and every of them, their and every of their, &c. the said Sum of 900*l.* so secured, and now due and owing as aforesaid; and upon Receipt, &c. and upon Non-payment thereof, or of any Part thereof, (**Subject nevertheless** ^{Subject, &c.} to the aforesaid Defeasance) to sue out and prosecute, to Effect, any Execution or Executions, or other Process whatsoever, upon the said hereby assigned Judgments, or either of them, against the said (*three Obligors*), every, any or either of them, their, every, any or either of their Heirs, Executors or Administrators, their, every, any or either of their Goods and Chattels, Lands, Tenements or Hereditaments, and also to do all and every such other and further lawful Act and Acts, Thing and Things, as shall be advised, and thought fit and requisite for the recovering and receiving of all and singular the hereby assigned Monies and Premises, and upon Receipt thereof to acknowledge Satisfaction upon the Records of the said Judgments, or to give any other proper and sufficient Releases or Discharges, or otherwise for vacating the same; and finally, to make, do and execute all and every such further and other lawful Acts and Things whatsoever, as well for the obtaining, recovering and receiving of all and singular the said hereby assigned Monies and Premises, as also for the releasing and discharging of the same, or any Part thereof, and that as fully, effectually and absolutely, and in as large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as they the said *J. G.* and *A. L.* or either of them, their or either of their Executors or Administrators, could or might have done the same if personally present, or as if these Presents had never been made; and each of them the said *A. L.* and *J. G.* doth hereby allow, establish, ratify and confirm all such lawful Acts and Things as he the said *J. H.* his Executors, Administrators or Assigns, shall do or cause to be done by Virtue of these Presents, and the Power hereby given. **Covenant** **And** the said *J. G.* for himself, his Executors and Administrators, doth hereby covenant to from *J. G.* and with the said *J. H.* his Executors, Administrators and Assigns, that he the said *J. G.* ^{that he has not assigned,} **hath** &c.

hath not assigned or released the said hereby assigned Judgments, or either of them, or any Sum or Sums of Money thereby secured, or thereon due or payable, or any Part thereof: *And* the said *A. L.* for himself, his Heirs, Executors and Administrators, and for every of them, doth hereby covenant, promise, grant and agree, to and with the said *J. H.* his Executors, Administrators and Assigns, in Manner as follows, *viz.* That the said Sum of 900*l.* so secured by Virtue of the said recited Bond, and the said several Judgments so entered up thereon, in Trust for him the said *A. L.* in Manner as aforesaid, is now justly due and owing to him the said *A. L.* and that the same, or any Part thereof, hath not been by him received, released or discharged; and that they the said *J. G.* and *A. L.* or either of them, their or either of their Executors or Administrators, shall not nor will at any Time hereafter receive the same, or any Part thereof; nor release, discharge or revoke the Power or Authority hereby given for the recovering and receiving thereof; nor release or discharge the said hereby assigned Judgments, or either of them, or the Monies thereby secured, or any Part thereof, or any Execution or Executions, or other Process to be had, brought or sued out thereupon, without the Consent and Direction of the said *J. H.* his Executors, Administrators or Assigns, first had in Writing under his or their Hands and Seals for that Purpose: **And also** that they the said *A. L.* and *J. G.* their respective Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, upon the Request and at the Costs and Charges of the said *J. H.* his Executors, Administrators and Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful Acts and Things in the Law whatsoever, as well for the Corroborating and Strengthening of these Presents, as also for the further, better, more perfect and absolute Assigning, Assuring and Confirming of the said Bond, Judgments, Monies, and all and singular other the hereby assigned Premises, unto, and to and for the only Use and Benefit of him the said *J. H.* his Executors, Administrators and Assigns, as by him or them, or his or their Counsel learned in the Law, shall in that Behalf be reasonably advised or required. **And lastly**, he the said *A. L.* (in Consideration of the said Sum of 810*l.* so paid to him by the said *J. H.* as aforesaid, and in Pursuance and Performance of his said recited Agreement, for better securing Re-payment thereof with Interest to him the said *J. H.*) doth for himself, his Heirs, Executors and Administrators, further covenant, promise and agree, to and with the said *J. H.* his Executors, Administrators and Assigns, by these Presents, (that in Case they the said (*three Obligors*), their Heirs, Executors or Administrators, shall make Default or Failure in Payment of the said Sum of 900*l.* to the said *J. H.* his Executors, Administrators or Assigns, by Instalments on the several Days in the Condition of the said recited Bond appointed for Payment of the same, or any Part thereof, in Manner aforesaid) that then and in such Case (but not otherwise) he the said *A. L.* his Heirs, Executors or Administrators, (immediately after any such Default or Failure so made in all, any or either of the said Payments) shall and will out of his and their own proper Monies well and truly pay or cause to be paid in *London* unto the said *J. H.* his Executors, Administrators or Assigns, the said Sum of 900*l.* or so much thereof as shall not have been paid by them the said (*three Obligors*) in Discharge of and according to the true Intent of the Condition of the said recited Bond. **In Witness, &c.**

An Assignment of two Bonds, and a Judgment by Executors, in Consideration of Money in Hand paid.

THIS Indenture, made, &c. **Between** *A. B.* of, &c. and *B. B.* of, &c. Executors of the last Will and Testament of *C. D.* late of, &c. deceased, of the one Part, and *E. F.* of, &c. of the other Part. **Whereas** *G. H.* of, &c. and *J. K.* of, &c. by their Bond, &c. became bound unto the said *C. D.* by the Name of, &c. in the Penal Sum of, &c. with Condition, &c. **And whereas** the said *G. H.* and *J. K.* by one other Bond or Obligation bearing Date, &c. became bound unto the said *C. D.* in, &c. with Condition, &c. as in and by the said several Bonds or Obligations, Relation, &c. **And whereas** the said *C. D.* departed this Life on or about the, &c. having first made his last Will and Testament in Writing, and the said *A. B.* and *B. B.* Executors thereof, who have since proved the same in the Prerogative Court of *Canterbury*: **And whereas** the said *A. B.* and *B. B.* as Executors to the said *C. D.* did in — Term last before the Date of these Presents, in his Majesty's Court of Exchequer at *Westminster*, recover Judgment on the said first recited Bond of — Debt, besides Coits of Suit, as by the Record of the said Judgment, Relation, &c. **And whereas** there is now due to the said *A. B.* and *B. B.* as Executors of the said *C. D.* on the said first recited Bond, and the Judgment obtained thereon, for Principal and Interest, the Sum of, &c. and for Coits — *l.* and on the said last recited Bond for Principal and Interest the Sum of

of — l. which said Sums of, &c. make in the Whole the Sum of, &c. And whereas, which the Assignee agrees to pay.
at the special Instance and Request of the said G. H. and J. K. he the said E. F. hath agreed
to advance and pay to the said A. B. and B. B. the Sum of — l. due on the said recited
Securities as aforesaid: **Now this Indenture witnesseth**, that for and in Consideration of
the said Sum of, &c. they the said A. B. and B. B. **Have** and either of them **hath** assigned,
&c. and by, &c. **Do** and either of them **Doth** assign, &c. unto the said E. F. his, &c. the
said two several Bonds or Obligations, and the said Judgment, and the said Sum of, &c. due
on the same respectively, and all Benefit and Advantage of the same; **To have**, hold, receive and
take unto the said E. F. his, &c. to his and their own Use and Uses, (add a Letter of Attor- That not-
ney); And the said A. B. and B. B. for themselves severally, &c. that for and notwithstanding withstanding
any Act, Matter or Thing by them done or committed to the contrary, there is now justly any Act, &c.
due and owing on the said recited Securities the said Sum of, &c. And, &c. (Covenant to do the Money is
any further Act for enabling the Assignee to receive the Money; another to indemnify the Assignor.) due.
In witness, &c.

An Assignment of a Bond and Judgment to a Trustee, for a Purchaser, to protect his Purchase from Mesne Incumbrances.

TO all, &c. A. A. of, &c. B. A. of, &c. his Son, and C. C. of, &c. send, &c. Recital of
Whereas the said A. A. hath lately sold unto the Executors of P. L. late of, &c. All, Sale of Pre-
&c. for the Sum or Price of, &c. (Part of the Personal Estate of the said P. L.) In Confi- miffes.
deration whereof the same, &c. and Premises by Indentures, &c. and made, &c. are con-
veyed and assured, or mentioned, &c. unto and to the Use of the said, &c. their Heirs and
Assigns for ever: And whereas a Judgment was obtained as of this present — Term in Judgment on
his Majesty's Court of King's Bench at Westminster, against the said A. A. at the Suit of the Bond against
said B. A. for 95 l. Debt upon Bond, besides 63 s. Costs of Suit, as by the Record of the said the Vendor by
Judgment may appear; which said Judgment was so obtained in the Name of the said B. A. his Son, for
upon the Prosecution and for the Benefit of the said C. C. to whom the said B. A. had assigned the Benefit of
the said Bond on which the said Judgment was grounded, for securing divers Sums of Monies a third Person.
advanced, and lent to or paid for him the said B. A. by the said C. C. And whereas the Paid off out of
said Executors of the said P. L. by the Direction and Appointment of the said A. A. have on Purchase
the Day of the Date hereof, by and out of the said — l. Purchase Money, paid and satisf- Money.
fied unto the said B. A. and C. C. respectively, all Sum and Sums of Money due and owing to
them, or either of them, on Security or by Virtue of the said Bond and Judgment thereupon
obtained, or either of them, which they the said A. A. B. A. and C. C. do hereby respec-
tively own, acknowledge and declare, and thereupon the said A. A. and C. C. have agreed to
assign over the said Judgment and all the Benefit thereof, unto the said H. H. in Trust for the
said Executors of the said P. L. their Heirs and Assigns, in Manner herein after expressed:
Now know ye, that in Pursuance of the same Agreement, and in Consideration of the Pre- Assignment.
mises, and also in Consideration of the Sum of 5 s. of, &c. the Receipt, &c. **They** the
said B. A. and C. C. at the Request and by the Direction of the said A. A. (testified by his
Executing these Presents), **Have** and each of them **hath** granted, &c. and by, &c. **Do**
and each of them **Doth**, &c. unto the said H. H. his Executors, Administrators and Assigns,
the said recited Judgment and all Benefit thereof, and all Powers and Remedies, which they
the said B. A. and C. C. or either of them have or hath, or ever had, for Recovery of the
same Monies, or for suing out Execution upon, or otherwise prosecuting the said Judgment;
To have, hold and enjoy the said Judgment, Monies and Premises hereby assigned or
mentioned so to be, and all Benefit thereof unto the said H. H. his Executors, Administrators
and Assigns, absolutely for ever; **In Trust nevertheless** for the said, &c. their Heirs and In Trust for
Assigns, to be by them, or any of them, at all Times hereafter, made Use of for Protecting the Purchaser
and Preserving the said purchased — of and from all Mesne Charges and Incumbrances (if to protect the
any be); and the said B. A. doth hereby for himself, &c. covenant, &c. to and with the said Purchase.
H. H. his, &c. that he the said B. A. hath not at any Time heretofore done or committed Covenant that
any Act, Matter or Thing whatsoever, by Means whereof the said Judgment and Premises the Judgment
hereby assigned or mentioned so to be, is, are, shall or may be assigned, discharged, vacated &c.
or incumbered in any wise howsoever. (The like Covenantis from C. C. to H. H.) **In Wit-**
ness, &c.

An Assignment of an Assignment (by Indorsement) of a Bond and Judgment, in Trust to protect the Freehold and Inheritance of Lands purchased.

Whereas the Right Honourable J. S. Esq; Lord Chief Baron of his Majesty's Court of Exchequer in Scotland, and one of the Barons of his Majesty's Court of Exchequer at Westminster, Hath by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and other good Assurances in the Law, purchased the Inheritance of several Messuages, Farms, Lands, Tithes, Tenements and Hereditaments, situate, lying and being, coming, growing or renewing within the Parish, Hamlets, Fields, Precinct or Territories of F. in the County of L. (late the Estate of the within named W. S.) of and from the within named G. W. at and for the Sum of 6000*l.* **N**ow these Presents witness, that for and in Consideration of the Sum of 5*s.* of, &c. to the within named T. W. in Hand, &c. by G. A. of, &c. Esq; at, &c. the Receipt, &c. the said T. W. by the Direction and Appointment, and at the special Instance and Request of the said G. W. and at the Nomination of the said Lord Chief Baron S. (testified by their being made Parties to, and by their Signing and Sealing of these Presents), Hath bargained, sold, assigned and set over, and by these Presents Doth, &c. unto the said G. A. his, &c. the Obligation and Judgment thereupon obtained for 100*l.* within mentioned and assigned to the said T. W. and all Sum and Sums of Money therein and within mentioned and contained, and all the Benefit and Advantage whatsoever to be had or taken, upon or by Reason of the said within mentioned Obligation and Judgment, or any Execution or Executions had or taken out, or to be had or taken out upon the said Judgment; **T**o have and to hold the said Obligation and Judgment, and all Extents and extended Interests thereupon, and all the Benefit and Advantage thereof unto the said G. A. his Executors, Administrators and Assigns, for ever: **I**n Trust for the said Lord Chief Baron S. his Heirs and Assigns, and from Time to Time to be made Use of to protect the Freehold and Inheritance of the said purchased Messuages, Farms, Lands, Tithes, Tenements and Hereditaments, now vested in the said Lord Chief Baron S. and his Heirs; **A**nd the said T. W. for himself, his Heirs, Executors and Administrators, Doth covenant with the said Lord Chief Baron S. his Heirs and Assigns, by these Presents, that he the said T. W. Hath not at any Time heretofore assigned or released the said Judgment, nor any Sum of Money therein mentioned or thereon due or payable, nor any Part thereof; **A**nd that he the said T. W. his Executors or Administrators, shall not assign, release or discharge the same Judgment, or any Execution or Process had or to be had thereon, without the Consent in Writing first had and obtained of the said Lord Chief Baron, his Heirs or Assigns. **I**n Witness whereof the said G. W. the Lord Chief Baron S. T. W. and G. A. have hereunto set their Hands and Seals the, &c.

Purchase of Lands.

Assignment of an Assignment of Bond and Judgment.

In Trust to protect, &c.

An Assignment of a Bail-Bond and two Judgments thereon recovered, in Trust for one of the Obligors in the same Bond, who paid the Money due on the original Action.

THIS Indenture Tripartite, made, &c. Between N. N. of, &c. Gent. of the one Part, G. T. of, &c. Gent. of the second Part, and G. M. of, &c. Esq; of the third Part. **W**hereas E. R. Gent. J. S. Esq; and E. R. Widow, by their Bond or Obligation, bearing Date the, &c. did become bound unto the said N. N. in the Penal Sum of 60*l.* conditioned for the Payment of 30*l.* and Interest, on the, &c. **A**nd whereas the said 30*l.* and Interest, or any Part thereof, was not paid according to the said Condition, and thereupon an Action was brought, and the said E. R. arrested upon the said Bond: **A**nd whereas at the Request of the said E. R. and G. R. the said G. M. and T. L. of, &c. by their Bond or Obligation, bearing Date the, &c. became bound unto Sir J. S. Knt. and Sir W. C. Knt. the Sheriff of the County of Middlesex, in the Penal Sum of 120*l.* conditioned for the Appearance of the said E. R. in the Court of King's Bench, at a certain Day in the same Condition mentioned: **A**nd whereas the said E. R. did not appear in the said Court of King's Bench at the Day in the same Condition mentioned, and thereupon the said Sheriff, according to the Method used in such Cases, did assign the said last mentioned Bond unto the said N. N. and thereupon in T. Term last past, two several Judgments were recovered on the said last mentioned Bond, in the Name of the said Sir J. S. and Sir W. C. in his Majesty's Court of King's Bench at Westminster, that is to say, one Judgment against the said G. M. for the Sum of 120*l.* Debt, and 66*s.* Costs of Suit, and one other Judgment against the said T. L. for the Sum of 120*l.* Debt, and 66*s.* Costs of Suit, as by the said several Bonds or Obligations, and the Records of

Recital of the Bond.

Put in Suit.

Bail-Bond given for the Appearance.

Default in Appearing. Bail Bond assigned to the Plaintiff.

Judgments recovered.

of the said several Judgments, may appear: **Now this Indenture witnesseth**, that for and Money paid in Consideration of the Sum of, &c. to the said N. N. in Hand paid by the said G. M. in by one of the full for the Principal and Interest due upon the said first mentioned Obligation, and also of the Bail, in Consideration of the Sum whereof the Costs of the Prosecution upon the said Sheriff's Bond, and for and in Consideration of the Sum Plaintiff assigns the said of 5*s.* of, &c. to the said N. N. in Hand paid by the said G. T. the Receipt, &c. and for Bail Bonds and Judgments there- divers, &c. he the said N. N. at the Request and by the Direction of the said G. M. testified signs the said by his being a Party to, and Signing and Sealing of these Presents, **hath** bargained, sold, as- Bail Bonds and Judgments there- signed and set over, and by, &c. **Doth**, &c. unto the said G. T. the said two Bonds or Ob- upon, in Trust every of them due, and all Right, Title, Interest, Trust, Claim and Demand whatsoever, for him who which he the said N. N. hath or may have or claim of, in, to or out of the said Bonds and paid the Mo- ney. Judgments, or any or either of them; **To have and to hold** the same unto the said G. T. his, &c. **In Trust nevertheless** for the said G. M. his, &c. **And these Presents fur-** Letter of **ther witnesseth**, that the said N. N. doth hereby make, &c. the said G. T. his, &c. the true, &c. Attorney. A torney, &c. to take out Executions upon the said Judgments; **And also** doth by these Pre- sents give unto the said G. T. his, &c. full Power and Authority for him the said N. N. and in his Name and Stead, and in the Name and Stead of his Executors and Administrators, to do, per- form, execute and accomplish all and every such lawful Act, &c. and, &c. (Covenant to ratify, &c. that Assignor has not, nor will release, &c.) **And moreover** that he the said N. N. his, &c. Covenant to shall and will at all Times hereafter being thereunto lawfully required by the said G. M. his, consent to ac- &c. and at the Costs and Charges of the said G. M. and G. T. or one of them, their or one knowledge of their, &c. testify his and their Consent, by any Writing under his or their Hands and Satisfaction on Seals, or otherwise, that Satisfaction be acknowledged upon Record of the said Judgments. Record. (Covenant to save the Assignor harmless.) **In Witness**, &c.

VIII. Of Bridges and Toll.

An Assignment of a Bridge, and the Pontage (or Toll thereof) from the Commissioners appointed by Parliament for building the same, &c. to Truslees, in Trust for the Proprietors.

THIS Indenture Tripartite made, &c. **Between** the Persons whose Hands and Parties: Seals are hereunto subscribed and set, being nine or more of the Commissioners and Trustees, constituted and appointed in and by an Act of Parliament made in the — Year of the Reign of, &c. (intituled an Act for building a Bridge cross the River of T. from the Town of F. in the County of M. to the Town of P. in the County of S. and by another Act of Parliament made in the — Year of the Reign of, &c. intituled an Act to explain and amend an Act made in the — Year of the Reign of, &c. for building a Bridge cross the River of T. from the Town of F. in the County of M. to the Town of P. in the County of S. and for making the said Act more effectual), of the first Part, the Right Honourable Sir R. W. Knight of the most Noble Order of the Garter, E. H. Esq; Captain P. S. Sir C. W. Knt. T. R. Esq; Sir G. W. Knt. S. B. Esq; W. G. Esq; (Son and Heir of W. G. Esq; deceased), J. H. Esq; G. D. Esq; T. P. Esq; Sir M. D. Bart. T. C. Doctor in Physick, J. H. Esq; T. M. Esq; G. T. Esq; T. P. Esq; the Right Honourable G. Lord C. W. C. Esq; K. E. Esq; the Honourable Colonel G. C. E. S. Esq; E. J. Esq; J. A. Esq; A. M. Esq; J. M. Esq; R. M. Esq; H. P. Esq; Captain C. M. and B. G. Esq; (being all the Contractors and Subscribers for building the said Bridge), of the second Part, and the Right Honourable A. O. Esq; (Speaker of the House of Commons), Sir J. G. of the Inner Temple, London, Knt. Sir A. F. of St. James's Westminster, Knt. R. O. of M. H. V. of S. D. C. S. of R. T. W. of O. N. H. Junior, of K. C. B. of R. P. L. and J. T. of P. in the County of S. Esq; J. A. Esq; (Surveyor General of his Majesty's Ordnance), R. L. of K. in the County of M. Esq; and P. H. of St. P. C. G. in the County of M. Esq; of the third Part. **Whereas** in and by the said Recitals of first mentioned Act of Parliament of the — Year of the Reign of the said, &c. **Reciting**, Acts for Building the Bridge. that it was necessary a Bridge should be built cross the River of T. from the Town of F. in the County of M. to the Town of P. in the County of S. **It was** (amongst other Things) **Enacted**, That the Persons and Officers therein particularly named, should be, and they were thereby constituted and appointed Commissioners and Trustees, for Designing, Directing, Ordering and Building such Bridge, and for Maintaining, Preserving and Supporting the same when built, and that it should and might be lawful for the said Commissioners, or any nine or more of them, and they were thereby impowered, at any Time or Times after the — Day of, &c. to design, assign and lay out, how and in what Manner the said then intended Bridge should be made, erected and built, and the Ways and Passages

Passages to and from the same, and to preserve and keep in Repair such Ways and Passages from Time to Time, and to make Contracts, and all Matters and Things for carrying on and effecting the Purposes aforesaid, and to cause the same to be done and perfected accordingly; **And** to the Intent the Navigation of the said River of *T.* might receive no Prejudice, *It was thereby further Enacted*, That when the said Bridge should be built: cross the said River, there should remain free and open Passage for the Water to pass and repass through the Arches or Passages under the said Bridge of 700 Feet at the least, within the then present Banks of the said River: **And whereas** it might happen that some Persons or Bodies Politick, Corporate or Collegiate, Feoffees in Trust, or others, who were seised of some Houses or Ground within the said Parishes of *F.* and *P.* which might be necessary to be pulled down or purchased, and set out or assigned for making convenient Ways and Passages to and from the said Bridge, might be willing to sell such Houses and Ground to perfect so useful and necessary a Work, but were incapable of Granting or Selling and Conveying the same, by Reason of Infancy or other Disability; *It was therefore thereby further Enacted*, That it should be lawful for all Bodies Politick, Corporate or Collegiate, Corporations aggregate or sole, and all Feoffees in Trust, Executors, Administrators, Guardians or other Trustees whatsoever, for and on the Behalf of any Infants, Females Covert, or other *Cestuy que Trusts*, and for all and every other Person or Persons whatsoever, who were or should be seised, possessed of or interested in any House or Houses or Ground, situate or being within the said Parishes of *F.* and *P.* or either of them, to sell and convey to the said Commissioners and Trustees, or to any nine or more of them or their Successors, or as they should appoint, all or any such Houses, Ground, or any Part thereof, for the Purposes aforesaid; *And it was thereby further Enacted*, That it should be lawful, to and for his Majesty, his Heirs and Successors, by Letters Patent under the Great Seal of *Great Britain*, to incorporate all and every the Commissioners and Trustees appointed by the said Act, or who should be appointed pursuant thereto, or such of them as should be then living, and such others as his Majesty, his Heirs and Successors should think fit, to be one Body Politick and Corporate in Deed and Name, and to do and execute all and singular the Matters and Things, that to them should or might appertain, to do with such Powers and Clauses as should be requisite or necessary for Erecting, Building, Preserving and Supporting the said Bridge, and the Ways and Passages thereto from Time to Time, and to be under such Rules, Qualifications and Appointments, as his Majesty, his Heirs and Successors should think necessary or reasonable to be inserted in any such Letters Patent, *Subject* to such Restrictions and Limitations as are in the said Act expressed. *And* for as much as the Erecting and Building the Bridge before mentioned, and the Repairing, Preserving and Supporting the same, and the Ways and Passages thereto, and the Purchasing such Houses and Grounds as aforesaid, would be attended with considerable Charge and Expence; *It was thereby further Enacted*, That there should be paid to the Receiver or Receivers, Collector or Collectors, to be nominated as is therein after mentioned for Pontage, or in the Name of a Toll, before any Passage over the said Bridge should be permitted, the several Sums therein and herein after mentioned, *viz.* for every Coach, Chariot, Berlin, Chaise, Chair or Calash, drawn by six or more Horses, the Sum of 2*s.* for every Coach, Chariot, Berlin, Chaise, Chair or Calash, drawn by four Horses the Sum of 1*s.* 6*d.* for every Coach, Chariot, Berlin, Chaise, Chair or Calash drawn by less than four Horses, the Sum of 1*s.* for every Waggon, Wain, Dray, Carr, Cart or Carriage drawn by four or more Horses or Oxen, the Sum of 1*s.* and 6*d.* and by less than four Horses or Oxen, the Sum of 1*s.* for every Horse, Mule or Ass, laden or unladen, and not drawing, the Sum of 2*d.* for every Foot Passenger on *Sundays* 1*d.* and on every other Day $\frac{1}{2}$, for every Drove of Oxen or neat Cattle, the Sum of 12*d.* *per* Score, and after that Rate for any greater or lesser Number, for every Drove of Calves, Hogs, Sheep or Lambs, the Sum of 6*d.* *per* Score, and after that Rate for a greater or lesser Number; which said respective Sums of Money should and might be demanded and taken in the Name of Pontage, or as a Toll or Duty; and the Monies to be received as aforesaid, and all other Monies to be received by Authority of the said Act, were thereby vested in the said Trustees, and the same and every Part thereof, was to be paid, applied and disposed of, and assigned to and for the several Uses, Intents and Purposes, and in such Manner, as is therein and herein after mentioned and directed, (the reasonable Charges expended in, or obtaining or passing the said first Act, being first deducted); *And* the said Commissioners and Trustees and their Successors, or any nine or more of them, were thereby empowered, by themselves, or by any Person or Persons by them or any nine or more of them thereunto authorised, to levy the Toll or Duty thereby required to be paid, upon any Person or Persons, who should, after Demand thereof made, neglect or refuse to pay the same as aforesaid, or to deny or hinder any Passage over the said Bridge until Payment thereof; which said Toll and Duty should and might be levied by Distress of any Horse or Horses, or other Cattle or Goods, upon which such Toll or Duty was by the said Act imposed, or upon any other of the Goods and Chattels of

of such Person or Persons as ought to pay the same, and all such Horses or other Cattle or Goods might be detained until such Toll or Duty, with reasonable Charges of such Distress, should be paid; and that it should be lawful for the Person or Persons so distraining, after the Space of four Days after such Distress made or taken, to sell the Cattle or other Goods so distrained for Payment of the said Toll or Duty, rendering to the Owner or Owners the Overplus upon Demand, after Satisfaction of the said Toll or Duty, and the reasonable Charges in or about making such Distress and Sale and keeping the same, should be deducted and paid; And to the End the said Tolls and Duties might be duly accounted for, *It was further Enacted* in and by the said Act, that it should be lawful to and for the said Commissioners and Trustees and their Successors, or any nine or more of them at any Time or Times then after, by any Writing under their Hands and Seals, or under their Common Seal when incorporated as aforesaid, to nominate and appoint such Person or Persons, to be Receiver or Receivers, Collector or Collectors of the said Tolls or Duties as they should think fit, and all Persons by the said Act, liable to pay the said Tolls or Duties, or either of them, are thereby required to pay the same after the Rates aforesaid, to such Receiver or Receivers, Collector or Collectors aforesaid, and all such Receivers and Collectors should respectively pay the same into the Hands of such Person and Persons, as the said Commissioners and Trustees or their Successors, or any nine or more of them, should from Time to Time direct and appoint, and should also upon Oath (if thereunto required) by the said Commissioners and Trustees and their Successors, or any nine or more of them, before any Justice or Justices of the Peace of either of the said Counties of M or S. from Time to Time give in a true, exact and perfect Account in Writing under their respective Hands, of all Monies, which they and every or any of them should to such Time have received, paid and disbursed by Virtue of the said Act, and by Reason of their respective Offices; for which Oath no Fee or Reward shall be taken, and the same might be taken in Writing without any Stamp; And the said Commissioners and Trustees, or any nine or more of them, should and might out of the Monies arising by the said Tolls and Duties, or otherwise, by Virtue of this Act, make such Allowances unto such Receiver or Receivers, Collector or Collectors, and all other Officers and Persons to be employed by or under the said Commissioners, for their Care and Pains in the Execution of their respective Offices as the said Commissioners should think fit, with Power for the said Justices of the Peace to commit such said Officers to Gaol, who should refuse to account according to the said Act; And it was further Enacted by the said Act, that all and every Sum and Sums of Money as should be advanced or borrowed for the Purposes of the said Act, or which should be raised and received by the Tolls and Duties aforesaid, should be by the said Trustees, or any nine or more of them, (all the said Trustees being first duly summoned), applied and disposed of to the Building and Erecting the said Bridge with such Materials, and in such Manner, as the said Trustees, or any nine or more of them should judge most convenient, and for the Supporting, Repairing and Amending the same from Time to Time, and the new Ways and Passages to and from the same, and other the Purposes in the said Act, (the necessary Charges of Passing the said Act, and Managing, Collecting and Receiving the said Tolls from Time to Time, being first deducted); And it was further Enacted, That it should be lawful for the said Commissioners and their Successors, and for such intended Company or Corporation and their Agents or Officers, from Time to Time to remove any Shelves in the said River of T. and to make said River deeper, and that all Stones, Bricks, Planks, Piles and other Materials which should be made use of for or towards Building or making the said Bridge, or in or about the same, or for Maintaining, Repairing or Supporting the same, or for Making the said River deeper as aforesaid, should always be deemed to belong and appertain to the Commissioners and Corporation aforesaid; and that in Case it should happen, that the said Bridge should receive such Damages by unforeseen Accidents, or by Tempest or otherwise, that the Passage thereof might for some Time become dangerous or impracticable, it should be lawful for the said Commissioners, their Successors and Corporation aforesaid, from Time to Time, as often as Occasion should require, to erect and set up any Ferry or Ferries cross the said River of T. at such Place or Places, as they should judge to be most proper and convenient, as near to the said Bridge as conveniently might be, and there to take, for Passage over the said River by such Ferry or Ferries, such Rates and Duties as were granted by the said Act for the Toll or Pontage aforesaid, and that all Profits arising from any such Ferry or Ferries, (after the Deduction of the necessary Charges expended in or about the same, which it should be lawful to deduct), should from Time to Time be paid and applied as the Toll or Duties granted by the said Act were to be paid and applied, and not otherwise; But that it should not be lawful to erect or build the said Bridge, or any Part thereof, before or until full and ample Satisfaction should be made for all such Prejudice, Loss or Damage, as should or might be sustained or suffered by any of the Owners, Proprietors, Lessees or others, having any Property or Interest in the then present Horse and Foot Ferries between P. and F. aforesaid, to be determined and adjusted by the said Commissioners,

sioners, in such Manner as by the said Act is directed and appointed: **And whereas** in and by the said Act of Parliament made in the — Year of the Reign of, &c. it was (amongst other Things) *Enacted*, That the Commissioners and Trustees therein mentioned and appointed, or any nine or more of them, and the Commissioners and Trustees when incorporated in Pursuance of the said former Act, should have, and they had thereby full Power and Authority to contract and agree with any Person or Persons whatsoever, as well Commissioners and Trustees as others, to erect and build a Bridge cross the said River of *T.* from the said Town of *F.* to the said Town of *P.* and to repair, maintain and support the same when built, in such Manner, as by the said Commissioners and Trustees or Corporation aforesaid should be thought proper; and that for the more effectually enabling the said Commissioners and Trustees and Corporations aforesaid, as speedily as might be, to compleat and perfect the said Work, it should and might be lawful for the said Commissioners and Trustees, or any nine or more of them before incorporated, and also lawful for such Corporation when created, at any Time or Times to convey and assign over in Perpetuity, or otherwise, all or any Tolls, Revenues, Profits or Incomes, of or belonging to the said Bridge or Ferries, or which should in any wise arise, accrue or belong to the same, unto such Person or Persons, as would undertake, contract and agree to erect and build the said Bridge, and to preserve and keep up the same in good and sufficient Repair, and should give sufficient Security so to do, to the Satisfaction of the said Commissioners and Trustees and Corporation aforesaid; any Thing therein, or in the said former Act notwithstanding; *But* that it should not be lawful for the said Commissioners and Trustees or Corporations, to erect or build the said Bridge, or any Part thereof, before or until full and ample Satisfaction should be made for all such Prejudice, Loss or Damage, as should or might be sustained or suffered by any of the Proprietors of the Horse Ferries between the Towns of *P.* and *F.* unless the Proprietors of the said Horse-Ferries, by Writing under their respective Hands and Seals, should consent and agree with the said Commissioners and Trustees, or any nine or more of them, or the Corporation, to permit the said Commissioners and Trustees or Corporation, to build the same before such Satisfaction should be made; *And* in Case such Consent of the said Proprietors should be had and obtained in Manner aforesaid, that then the said Bridge when built, and all Tolls, Revenues, Profits and Incomes belonging, or to belong to the same, should be and were thereby made chargeable and charged in the first Place, with all such Sums of Money, as were by the said former Act to be paid to the respective Owners, Proprietors and Persons interested in the then present Ferries between *F.* and *P.* aforesaid; and that upon Payment thereof respectively, or Tender and Refusal, all Ownerhips, Properties and Interests, of, in, or to the Horse or Foot Ferries between *F.* and *P.* aforesaid, should be and were thereby extinguished and determined, and the said Ferries and Passage over the River of *T.* there, and the Ground and Soil adjacent and belonging to the said respective Ferries, should be and were by the said Act transferred to, and absolutely vested in the said Commissioners and Trustees and Corporation aforesaid, and their Successors and Assigns for ever: **And whereas** the said Commissioners and Trustees, or nine or more of them, *Did* in Pursuance of the said Acts, by Writing under their Hands and Seals, apportion, settle, adjudge, decree and determine, that such respective Sums of Money should be paid to the several Owners, Proprietors, Lessees or others, having any Property or Interest in the said Horse-Ferry, as had been first ascertained by a Jury of twelve indifferent Men of the County of *S.* in Manner and Form as by the said first mentioned Act of Parliament is directed, or as the said Proprietors, by Writing under their Hands and Seals, had severally agreed to accept in full Recompence and Satisfaction for all Prejudice, Loss or Damage which the said Proprietors should or might severally sustain or suffer by or on Occasion of the Building such Bridge; all which Sums of Money have been paid accordingly, amounting in the Whole to the Sum of 8387*l.* 10*s.* **And whereas** the said Commissioners and Trustees, or nine or more of them, *Did* in like Manner apportion, settle, adjudge, decree and determine, that the several yearly Sums of 31*l.* and 31*l.* ascertained by the said Jury, for the Damage of the Persons interested in the said Foot-Ferry, being the respective Watermen of *P.* and *F.* aforesaid, should be paid for ever out of the Tolls, Revenues, Profits and Incomes of such Bridge when built, and should be in full Recompence and Satisfaction for all Prejudice, Loss or Damage which the said Watermen of *P.* and *F.* respectively, should or might sustain or suffer, by or on Occasion of building such Bridge; and there having been some Evidence given to the said Commissioners and Trustees and the said Jury, touching the Manner of distributing the Produce of the said Foot-Ferry for some Time past, (the same being a Ferry for *Sundays* only), it was, by the Judgment, Sentence, Decree and Determination of the said Commissioners and Trustees, reserved for the Consideration and Direction at any Time thereafter of the Commissioners and Trustees appointed by the said Acts of Parliament and their Successors, or any nine or more of them, how the said several yearly Sums of 31*l.* and 31*l.* should be paid and applied from Time to Time; the said Commissioners and Trustees then intending to contract for the Building

Commissioners
determined
to pay the
Owners of the
Horse-Ferry
for their Da-
mage.

The same
paid.
Determina-
tion to pay the
Damage of
the Foot-
Ferry.

Plan of the Bridge.

Agreement to
contract for
Building.

Contract.

tion for the Prejudice, Loss or Damage, with respect to the aforesaid Foot-Ferries, occasioned by building the said Bridge, in such Manner as the said Commissioners and Trustees and their Successors, or their Counsel learned in the Law should advise; *And also subject* to such reasonable Provision to be made in such Conveyance, for the Application of the said Tolls, Revenues, Profits and Incomes, or a competent Part thereof, for the preserving and keeping up from Time to Time the said Bridge in good and sufficient Repair; *Together* with such Parts of the Ways and Passages to and from the same, as by the said Acts of Parliament or either of them, were to be preserved and kept in Repair by the said Commissioners and Trustees and their Successors, as by the said Commissioners and Trustees and their Successors, or their Counsel learned in the Law should be reasonably advised or required; *And it was thereby further agreed*, That the said Subscribers should be obliged to do and perform all other Things which the said Commissioners, Trustees or Corporation were directed to do in and by the said Acts, as in and by the said recited Acts of Parliament, and the Contract or Agreement between the said Commissioners and Subscribers, (Relation being thereunto respectively had for greater Certainty) may more fully and at large appear: **And whereas** the said Subscribers have for the Purposes mentioned in the said recited Agreement with the Commissioners, subscribed the Sum of 30000*l.* *And* have paid the Proprietors of the said Horse-Ferries the said Sum of 8387*l.* 10*s.* *And* have also paid such other Sums as they were obliged to pay by their said Contract or Agreement, *And* have since the making the said Contract built the said Bridge, and have justly and truly, in all Respects, complied with the Agreements in the said Contract, to the Satisfaction of the said Commissioners: **Now therefore this Indenture witnesseth**, That in Pursuance of the said two in Part recited Acts of Parliament, and in Execution of the Trusts reposed in the said Commissioners and Trustees, and by Virtue of the Powers and Authorities to them the said Commissioners and Trustees, or any nine of them, given by the said recited Acts of Parliament or either of them, and in Performance of the Contract above recited, and in Consideration of the several and respective Sums of 1000*l.* so subscribed as aforesaid, by them the said Right Honourable Sir R. W. &c. and also for and in Consideration of the said Sum of 8387*l.* 10*s.* by them paid to the Owners or Proprietors of the said Ferries, in full Satisfaction of their respective Damages to be sustained by building the said Bridge, and in Consideration of such other Sums as have been paid by the said Subscribers, in Pursuance of their said Contract or Agreement with the said Commissioners, and for and in Consideration that the said Subscribers have since the making the said Contract, at their own proper Costs and Charges, well and substantially erected and built a Bridge cross the said River of T. from the said Town of F. to the said Town of P. to the Satisfaction of the said Commissioners; and also for and in Consideration of the Sum of 5*s.* a-piece to each of the said Commissioners, whose Hands and Seals are hereunto subscribed and set, well and truly paid by the said Right Honourable Sir R. W. &c. (*The 30 Proprietors*), the Receipt whereof is hereby acknowledged, **They** the said Commissioners and Trustees, whose Names and Seals are hereunto subscribed and set (by and with the Direction, Nomination and Appointment of the said Subscribers, testified by their being made Parties to, and their Sealing and Executing these Presents), **Have** granted, bargained, sold, assigned and set over, and by these Presents do fully and absolutely grant, bargain, sell, assign and set over, unto the said A. O. Sir J. G. &c. (*the Trustees*) their Heirs and Assigns for ever, **The** said Bridge and all the Materials wherewith the same is erected and built, and all Tolls, Revenues, Profits and Incomes of or belonging to the said Bridge so built from the Town of F. to the Town of P. as aforesaid, or the Ferries hereafter to be erected and set up as Occasion may be, according to the Provision in that Behalf made by the said recited Acts of Parliament or either of them, or which shall in any wise arise, accrue or belong to the same, with all such Ground and Soil adjacent, and belonging to the late or present Horse-Ferries and Passage over the said River, between the said Towns of F. and P. as was, is, or shall be vested in the said Commissioners and Trustees or Corporation, to be created in Pursuance of the said Acts, and their Successors by Virtue of the said Acts of Parliament or either of them, and all Benefits, Advantages, Powers, Privileges and Authorities, and every other Matter and Thing whatsoever vested in, or granted to the said Commissioners and Trustees or Corporation, which the said Commissioners and Trustees or Corporation and their Successors, are empowered or capable to assign and convey over, by Force or Virtue of the said Acts of Parliament or either of them, or of any Clause or Thing in them or either of them contained; and also all the Estate, Right, Title, Interest, Trust, Property, Claim and Demand whatsoever, both in Law and in Equity, of them the said Commissioners and Trustees and Corporation aforesaid, and of every or any of them, of, in, to or out of the said hereby bargained and sold Bridge, and the Tolls, Revenues, Profits or Incomes, of or belonging to the said Bridge or Ferries and other the Premises, or which shall in any wise accrue or belong to the same or to any Part or Parcel thereof, by Force and Virtue of the said Acts of Parliament or either of them, or otherwise howsoever; **To have and to hold** the said Bridge and Materials

Materials wherewith the same is built, and the said Tolls, Revenues, Profits and Incomes, of or belonging to the said Bridge or the Ferries, now or hereafter to be set up, or which shall any wise arise, accrue or belong to the same, with the Ground and Soil adjacent and belonging to the said late or present Horse-Ferries and Passage over the said River between the said Towns, and all Benefits, Advantages, Powers, Privileges and Authorities, and all and singular other the Premises, with their and every of their Appurtenances herein before mentioned, or intended to be hereby granted, bargained, sold and assigned unto the said A.O. Sir J.G. &c. their Heirs and Assigns; **To the only Use** and Behoof of the said A.O. &c. and of their Heirs and Assigns for ever; **Upon such Trusts nevertheless**, and to and for such Intents ^{Upon Trust.} and Purposes, and under and subject to such Provisoes and Agreements as are herein after mentioned, expressed and declared, of and concerning the same, that is to say, **Upon Trust**, that they the said A.O. &c. their Heirs and Assigns, shall permit and suffer the said Sir R.W. &c. their Heirs and Assigns, to have, receive and take the said Tolls, Revenues, Profits and Incomes, of or belonging to the said Bridge or the Ferries, now or hereafter to be set up, or which shall any wise arise, accrue or belong to the same, and to have the sole Management and Direction thereof, and the appointing Receiver and Receivers, Collector and Collectors, and other Officers relating thereto, and the changing the same as they shall think fit; **Upon this Condition nevertheless**, That they the said Sir R.W. &c. and their Heirs and Assigns, shall in the first Place from Time to Time, Yearly and every Year for ever hereafter, by Quarterly Payments, pay, apply and dispose of the said two several yearly Sums of 31 l. and 31 l. in Satisfaction for all Prejudice, Loss or Damage to be occasioned, with respect to the aforesaid Foot-Ferries between the said Towns of F. and P. by Reason of building the said Bridge, in Manner following, that is to say, One yearly Sum of 31 l. to the Church-warden or Church-wardens of the said Parish of F. for the Time being, for the Use and Benefit of the poor Watermen, poor Widows of Watermen and poor Children of Watermen, inhabiting within the said Town and Parish of F. to be distributed in such Proportions as the Vestry of the said Parish of F. for the Time being shall think fit; **And** one other yearly Sum of 31 l. to the Church-warden or Church-wardens of the Parish of P. for the Time being, for the Use and Benefit of the poor Watermen, poor Widows of Watermen and poor Children of Watermen, inhabiting within the said Town and Parish of P. to be distributed in such Proportion as the Vestry of the said Parish of P. for the Time being shall think fit, or shall pay the same to such other Person or Persons, or direct the Distribution thereof by such other Person or Persons, as the said Commissioners, or any nine or more of them, shall from Time to Time, by Writing under their Hands and Seals appoint for that Purpose; and from and after Payment of the said several yearly Sums of 31 l. and 31 l. **Upon this further Condition**, That the said Sir R.W. &c. and their Heirs and Assigns, do and shall, out of the Money arising by the said Tolls, Revenues, Profits and Incomes, or a competent Part thereof, from Time to Time and at all Times hereafter, reimburse and pay to the said A.O. &c. their Heirs and Assigns, all such Costs, Charges, Damages and Expences, which they or any of them shall sustain, expend or be put unto, for or by Reason of the Trusts aforesaid, or Execution thereof, or any other Thing in any wise relating thereunto; **And upon this further Condition**, That the said Sir R.W. &c. their Heirs and Assigns, do and shall, out of the Money arising by the said Tolls, Revenues, Profits and Incomes, or a competent Part thereof, from Time to Time and at all Times hereafter, pay, lay out and disburse all such Sum and Sums of Money as shall be necessary and requisite for putting, preserving and keeping the said Bridge, together with such Part of the Ways and Passages to and from the same, in good, sufficient and substantial Repair from Time to Time, as by the said Acts of Parliament, or either of them, are directed to be preserved and kept in Repair, and for the doing and performing all such other Matters and Things, as by the said Subscribers, their Heirs, Executors, Administrators or Assigns, ought or shall be to be done and performed according to the said recited Agreement, and the true Intent and Meaning thereof; **And** do and shall in the next Place pay unto the said Receiver and Receivers, Collector and Collectors of the said Tolls, Revenues, Profits and Incomes, and other Officers employed or to be employed in and about the same, all such Salaries, Wages or Allowances, as shall become due and payable unto them respectively from Time to Time, for their respective Care and Pains in their respective Offices; and from and after Payment of such several and respective Sum and Sums of Money, **Upon this further Condition**, That the said Sir R.W. &c. their Heirs and Assigns, do and shall in the last Place, yearly and every Year for ever hereafter, pay, share and divide all the then Rest and Residue of the Monies to be raised by the said Tolls, Revenues, Profits and Incomes of the said Bridge, Ferries and other the Premises, (if any) unto and amongst all them the said Sir R.W. &c. the said Subscribers and Proprietors for the Time being, and their respective Heirs and Assigns, rateably and proportionably, according to the several Sums of Money by them subscribed towards building the said Bridge, and for other the Purposes above mentioned and recited, and to their several

several and respective Rights, Shares and Interests of, in and to the same; **To have,** take and enjoy the same, as Tenants in Common and not as Jointenants: **Provided nevertheless,** That if they the said *A. O. &c.* their Heirs and Assigns, or any five or more of them shall, at any Meeting to be held for that Purpose, whereof 14 Days Notice shall be given in the *London Gazette*, adjudge, That they the said *Sir R. W. &c.* their Heirs and Assigns, have made Default in paying the said yearly Sum of 31*l.* and 31*l.* or have made Default in reimbursing and paying to the said *A. O. &c.* their Heirs and Assigns, all such Losses, Costs, Charges, Damages and Expences which they or any of them shall sustain, expend or be put unto, for or by Reason of the Trusts aforesaid, or Execution thereof, or any other Thing in any wise relating thereunto, or have made Default in paying such Sum and Sums of Money as shall be necessary and requisite for putting, preserving and keeping the said Bridge, together with such Parts of the Ways and Passages to and from the same, in good, sufficient and substantial Repair, from Time to Time, as by the said Acts of Parliament, or either of them, are directed to be preserved and kept in Repair, or have made Default in the doing all such other Matters and Things, as by the said Subscribers, their Heirs, Executors, Administrators or Assigns, ought or shall be to be done and performed according to the said recited Agreement, and the true Intent and Meaning thereof, or have made Default in paying unto the Receiver and Receivers, Collector and Collectors of the said Tolls, Revenues, Profits and Incomes, and other Officers employed or to be employed in and about the same, all such Salaries, Wages or Allowances, as shall become due and payable unto them respectively, for their respective Care and Pains in their respective Offices; that then and in all or any of the said Cases, when and as often as the same shall happen, the said *Sir R. W. &c.* their Heirs and Assigns, shall not, during the Times of such respective Defaults, or any of them, be permitted or suffered to have, receive and take the said Tolls, Revenues, Profits and Incomes, of or belonging to the said Bridge, or the Ferries now or hereafter to be set up, or which shall any wise arise, accrue or belong to the same, or to have the sole Management and Direction thereof, or the Appointing the Receiver and Receivers, Collector and Collectors and other Officers relating thereto, and the Changing the same as they shall think fit; but that it shall and may be lawful to and for the said *A. O. &c.* their Heirs and Assigns, or any five or more of them, to have, receive and take the said Tolls, Revenues, Profits and Incomes of or belonging to the said Bridge, or the Ferries now or hereafter to be set up, or which shall any ways arise, accrue or belong to the same; and to have the sole Direction and Management thereof, and to amove the Receiver and Receivers, Collector and Collectors, or any other Officer or Officers employed by or under the said *Sir R. W. &c.* their Heirs and Assigns, and nominate and appoint others in their Stead, and to make such Payments, and to do and perform all such other Matters and Things, as by the said *Sir R. W. &c.* their Heirs and Assigns, are herein before directed and required to be made, done and performed; any Thing herein before contained to the contrary thereof in any wise notwithstanding. **Provided always nevertheless,** and it is hereby declared and agreed by and between all the said Parties to these Presents, that in Case the said Tolls, Revenues, Profits and Incomes, of or belonging to the said Bridge or Ferries, shall at any Time or Times hereafter fall short and not be sufficient to answer and make good all such Sum and Sums of Money as shall be requisite and necessary for putting, preserving and keeping the said Bridge, together with the said Ways and Passages to and from the same from Time to Time in good, sufficient and substantial Repair, within a reasonable Time to be allowed for making such Repairs, or shall not be sufficient for the Payment of all and every the Matters and Things herein before particularly mentioned, and the Charges and Expences of the Trustees for the Time being in the Execution of the Trust in them reposed as aforesaid, then and in such Case, all and every such Sum and Sums of Money as shall so fall short or be wanting or necessary for the said Ends and Purposes, shall from Time to Time be paid and born by the said *Sir R. W. &c.* their Heirs and Assigns, rateably and proportionably upon and according to the several Sums of Money paid and subscribed by them respectively towards building the said Bridge, and other the Purposes aforesaid; **And** that it shall and may be lawful to and for the said *A. O. Sir J. G. &c.* their Heirs and Assigns, or any five or more of them, within 30 Days after all or any of the said Defaults, so adjudged as aforesaid, by Mortgage of the said Tolls, Revenues, Profits and Incomes, of or belonging to the said Bridge, or the Ferries now or hereafter to be set up, or which shall any ways arise, accrue or belong to the same or otherwise, (excepting only by an absolute Sale thereof) from Time to Time, to raise such Sum and Sums of Money as shall be necessary for that Purpose. **Provided also nevertheless,** and it is hereby further declared by and between all the said Parties to these Presents, and it is the true Intent and Meaning of them and of these Presents, that when and so soon as the said Trustees for the Time being of the said Bridge, Tolls, Revenues, Incomes, Profits and Premises, shall by Death be reduced to the Number of seven, then the Survivors of such Trustees shall, with all convenient Speed, at the proportionable Costs and Charges of all the then Owners

Proviso in case
of Revenues
falling short
of Repairs,
&c.

Power to
Mortgage.

Survivorship
of Trustees.

Owners and Proprietors of the purchased Premises, convey and assure the said Tolls, Revenues, Profits and Incomes, and other the Trust Estate and Premises, unto such other Person and Persons, and his and their Heirs and Assigns, as the said surviving Trustees, or any five of them, shall nominate and appoint; **To the Use** of themselves the said surviving Trustees, and of such other new Trustees to be appointed as aforesaid, and of their Heirs and Assigns for ever; **Upon the Trusts**, and to and for the several Ends, Intents and Purposes, and under and subject to the Agreements herein mentioned, expressed and declared, of and concerning the same Tolls, Revenues, Profits and Incomes, and other the Trust Premises respectively, or as near thereto as may be, and so from Time to Time, as often as the said present Trustees, or any other succeeding Trustees to be nominated and appointed as aforesaid, shall by Death be reduced to the Number of seven as aforesaid. **Provided further**, and it is hereby declared Trustees, for and agreed by and between all the said Parties to these Presents, that the said *A. O. &c.* (all what not accountable. the other 13 Trustees) or any other future or succeeding Trustees for the said Bridge, Tolls, Revenues and Incomes, and other the said Trust Premises or any of them, their or any of their Heirs, Executors, Administrators or Assigns, shall not be charged or chargeable with, or accountable for more Money, than they respectively shall actually receive by Virtue of the Trusts aforesaid, or with or for the Loss of such Monies, or any Part thereof, so as such Loss happen without their wilful Default, nor any of the same Trustees, their Heirs, Executors, Administrators and Assigns, for the other or others of them, or for the Acts, Deeds, Receipts or Disbursements of the other or others of them, but each of them, for his and their own Heirs, Executors and Administrators, Acts, Deeds, Receipts and Disbursements only and no other. **Provided lastly**, and it is hereby further declared and agreed by and between the said Parties to these Presents, that the present Lord Bishop of *London*, and all and every his Successors, Bishops of *London*, shall and may, from Time to Time and at all Times hereafter, have free Passage over the said Bridge, and through all Ways and Passages thereto belonging, and over all Ferries to be erected and set up by Authority of the said recited Acts of Parliament, for him and themselves, and for all Persons to him or them belonging, or residing in the Episcopal Palace at *F.* and for all Horses, Coaches, Cattle, Goods and Things whatsoever, to the said Bishops or any of them belonging, in Lieu of their Privilege of the Ferry of *F.* aforesaid, according to the true Intent and Meaning of the Proviso in the said first recited Act of Parliament in that Behalf contained. **In Witness, &c.**

Executed by 14 of the Commissioners, *E. V. J. A. D. O. D. P. G. H. J. E. R. M. A. C. T. B. J. L. J. B. W. H. W. W. J. R.*

Executed by all the 30 Proprietors, except *W. G. T. M. J. M.* and *H. P.*
Executed by all the Trustees, except *T. W.*

IX. Of Cargoes of Ships.

*An Assignment of Part of a * Cargo on board a Ship.*

To all, &c. *B.* of, &c. and *H.* of, &c. send Greeting. **Whereas** the said *B.* and *H.* Recital of Bill by Writing or Bill of Sale under their Hands and Seals, bearing Date, &c. have, for the of Sale by *B.* Considerations therein mentioned, granted, &c. unto *S.* &c. one 16th Part of the Ship, Bur- of a 16th Part den about, &c. whereof *J. C.* is Commander, then at Sea on a Voyage to *N. F. L.* as thereby, of the Ship. Relation, &c. **And whereas** there is a Cargo or Adventure of Lead on Board the said Ship, Cargo and the said Ship hath taken in at *N. F. L.* — Quintals of Fish on Account of the Part- Owners of the said Ship, which Lead and Fish are to be sold and disposed of at *L.* for the to be sold. Owners Account and Benefit, according to their Parts in the said Ship: **And whereas** the Agreement said *S.* hath before the Sealing hereof paid unto the said *B.* and *H.* the Sum of — *l.* for for Purchase the one 16th Part of the Cost of the Lead, the Receipt whereof the said *B.* and *H.* do hereby of Part of the acknowledge, and hath paid or is to pay the Sum of — *l.* for one 16th Part of the Cost of Cargo. the said Fish at *N. F. L.* according to the Bills drawn for the same: **Now know ye**, that Assignment. the said *B.* and *H.* for and in Consideration of several Sums of — *l.* and — *l.* so paid and to be paid by the said *S.* as aforesaid, the said *B.* and *H.* **Have** bargained, sold, assigned and set over, and **Do** hereby bargain, &c. unto the said *S.* the one full and equal 16th Part of the Cargo of Lead on Board the said Ship, and of and in the said Quintals of Fish, and of and in all the Produce, Proceed, Effects, Gain and Advantage by and in Respect thereof, or of either of them; and all their and either of their Right, Title, Claim and Demand of, in and to the same; **To have**, hold and receive the same unto the said *S.* his, &c. to his

PART II.

5 S

and

* See *post.* an Assignment of a Part of a Ship and Cargo in Satisfaction of Debts.

and their own proper Use and Uses, and as his and their own proper Goods and Chattels for ever: **And** they the said *B.* and *H.* for themselves, their, &c. do jointly and severally covenant, &c. to and with the said *S.* his, &c. by, &c. as follows, *viz.* That he the said *S.* *P.* his, &c. shall and may at all Times hereafter have, take, receive and enjoy, to his and their own proper Use and Uses, one full and equal 16th Part of all the Produce, Effects, Proceed, Profit and Advantage, by and in Respect of the said Cargo or Adventure of Lead, laden on Board the said Ship, and likewise of the said — Quintals of Fish taken in *N. F. L.* without any Let, &c. of or by the said *B.* and *H.* their, &c. or either or any of them; **And** free and clear of all former Bargains, Sales, Assignments, Debts, Charges and Incumbrances whatsoever by them or either of them committed, done or suffered: **And** that they the said *B.* and *H.* their, &c. will at all Times hereafter do, perform and execute such further Acts, Deeds and Things, for the better Assigning the said Premises hereby sold and assigned unto the said *S.* his, &c. and for the enabling him and them to demand and receive the same to his and their own proper Use and Uses, as by him or them, or his or their Counsel, shall be reasonably advised and required. **In Witness, &c.**

X. Of a Chamber in an Inn of Court.

THIS Indenture, made, &c. **Between** *A. B.* of, &c. of the one Part, and *C. D.* of — Inn in the County of *Middlesex*, Esq; of the other Part. **Whereas** by a Pension Order made and dated at — Inn in the said County of *Middlesex*, on the — Day of, &c. the Benchers of the said Society of — Inn, according to the Custom of the said Society, *Did* order, That the said *A. B.* should have a Lease of his Ground Chamber No — at the — End of — Court, then in his Possession, for the Term of 21 Years, to commence at, &c. under the yearly Rent of, &c. as by the said Order may more at large appear: **And whereas** in Pursuance of the said Order a Lease of the said Chamber has been since made and granted to the said *A. B.* for the Term of 21 Years, &c. **Now this Indenture witnesseth**, that the said *A. B.* for and in Consideration of, &c. in Hand, &c. the Receipt, &c. hath granted, bargained, sold and assigned, and by, &c. Doth, &c. unto the said *C. D.* his Executors, Administrators and Assigns, **All** that the said Chamber, being, &c. now in the Occupation of the said *C. D.* and the said Order of Pension and Lease, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said *A. B.* of, in and to the same, or any Part thereof; **And all** the Goods and Chattels of him the said *A. B.* now being fixed in the same Chamber; **To have and to hold** the said Chamber, with the Appurtenances, to the said *C. D.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of 21 Years therein to come and unexpired; **And to have and to hold** the said Goods and Chattels therein fixed and being from henceforth for ever, to the only Use and Benefit of the said *C. D.* his Executors, Administrators and Assigns: **And** the said *A. B.* doth by these Presents for himself, &c. covenant, &c. to and with the said *C. D.* his, &c. that he the said *A. B.* hath good Right, Power and Authority to grant and assign the said Chamber, Goods and Premises in Manner herein before expressed; **And** that the same are free and clear of and from all former Gifts, Grants, Assignments, Executions, Forfeitures, Incumbrances, Arrears of Rent and Hearth-Money, and other Duties, Pensions and Payments due and payable to the said Society of — Inn, or to any of the Officers or Ministers thereof, or otherwise howsoever; **And also** that the said *C. D.* his, &c. shall, &c. at all Times, &c. during, &c. peaceably, &c. the said Chamber and Premises above mentioned, and hereby granted and assigned, without any Let, &c. of or by the said *A. B.* his, &c. or any other Person or Persons whatsoever; **And** that he the said *A. B.* his, &c. shall and will within — Years next, at the reasonable Request, and at the Charges of the said *C. D.* make and execute such further Acts and Assurances for the better Assigning and Assuring of the said Chamber and Premises to the said *C. D.* as by him, &c. **In Witness, &c.**

XI. Of Copy-Right in Books.

THIS Indenture, made the, &c. **Between** *J. L.* of, &c. Gent. of the one Part, and *C. W.* of, &c. Bookseller, of the other Part. **Whereas** the said *J. L.* hath written and compiled a Book, intitled, &c. **Now this Indenture witnesseth**, that the said *J. L.* for and in Consideration of the Sum of, &c. to him in Hand paid by the said *C. W.* the Receipt, &c. hath bargained, sold and assigned, and by these Presents Doth, &c. unto the said *C. W.* **All** that the said Book, and all his Copy-Right, Title, Interest, Property, Claim

Claim and Demand whatsoever of, in and to the same; **To have and to hold** the said Book, Copy-Right, and all the Profit, Benefit and Advantage that shall or may arise by and from Printing, Reprinting and Vending the same, unto the said *C. W.* his Executors, Administrators and Assigns for ever. **Provided always nevertheless,** and these Presents are upon this express Condition, that the Number to be printed of the first and each and every other Edition or Impression of the said Book, shall not exceed — and that the said *C. W.* his, &c. shall and will pay unto the said *J. L.* his Executors, Administrators and Assigns, the further Sum and Sums of — for, at and upon the reprinting or making a second and each and every other future and further Edition or Impression that shall or may be of the said Book, for and towards a further Reward and Satisfaction to the said *J. L.* for his Writing and Compiling the same; the said Payments to be made before the Publication of the said several Impressions or Editions (after the first) and Sale of the same, or any Part thereof, by the said *C. W.* his, &c. or any of them, or by any other Person or Persons by, for or under them, or any of them. **And** the said *C. W.* for himself, his, &c. **Doth** covenant, promise and agree, to and with the said *J. L.* his Executors, Administrators and Assigns, that he the said *C. W.* his, &c. shall and will pay or cause to be paid to the said *J. L.* his Executors, Administrators and Assigns, the said respective Sum and Sums of — at and upon the Reprinting, and before the Publication and Sale of the said second and every other future and further Edition and Impression that shall or may be made of the said Book, according to the Proviso aforesaid, and the true Intent and Meaning of these Presents. **In Witness,** &c.

XII. Of Debentures.

Assignment of a Debenture by way of Collateral Security for Money payable on a Mortgage.

THIS Indenture, made, &c. **Between** *G. B.* of, &c. of the one Part, and *H. S.* of, &c. of the other Part. **Whereas** the said *H. S.* hath advanced and lent unto the said *G. B.* the Sum of 400*l.* of, &c. for the Repayment whereof with Interest, as herein after is mentioned, a Messuage or Tenement, and several Lands and Hereditaments in the several Parishes of, &c. in the County of *E.* are conveyed as a Security: **And whereas** the said *G. B.* hath a Debenture marked N^o 94. and signed by the Earl of *R.* for the Sum of 108*l.* 7*s.* 9*d.* due unto him the said *G. B.* for his Service as Lieutenant in the Regiment of Dragoons, late under the Command of Colonel *E. L.* **Now this Indenture witnesseth,** that for the better Securing the Payment of the said Sum of 400*l.* and Interest unto the said *H. S.* his Executors, Administrators and Assigns, as herein after is mentioned, the said *G. B.* hath bargained, sold, assigned and set over, and by these Presents doth bargain, sell, assign and set over unto the said *H. S.* his Executors, Administrators and Assigns, the said recited Debenture, and the said Sum of 108*l.* 7*s.* 9*d.* and all the Benefit and Advantage whatsoever to be made of the said Debenture by Sale or otherwise. **Provided always,** and the said *H. S.* doth hereby agree with the said *G. B.* his Executors and Administrators, by these Presents, that if the said *G. B.* his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said *H. S.* his Executors, Administrators or Assigns, the full Sum of 424*l.* of, &c. according to a Proviso and Covenant on the Behalf of the said *G. B.* his Heirs, Executors and Administrators, to be performed, mentioned and contained, in an Indenture *Tripartite*, bearing even Date with these Presents, and made between the said *G. B.* and *A.* his Wife, of the first Part, *R.* of the *Inner Temple, London,* Gent. of the second Part, and the said *H. S.* and *J. H.* of *London,* Merchant, of the third Part, then the Assignment hereby made shall cease and be void to all Intents and Purposes; and then also the said *H. S.* his Executors, Administrators or Assigns, shall and will deliver or cause to be delivered the said Debenture safe and uncanceled unto the said *G. B.* his Executors, Administrators and Assigns, all inevitable Accidents excepted. **Provided also nevertheless,** and the said *G. B.* doth hereby declare and agree to and with the said *H. S.* his Executors, Administrators and Assigns, by these Presents, that it shall and may be lawful to and for the said *H. S.* his Executors, Administrators and Assigns, at any Time after the Date of these Presents, to deliver up the said Debenture to any Person or Persons who shall pay unto him or them the said Sum of 118*l.* 7*s.* 9*d.* thereupon due, or to sell and dispose of the said Debenture, and all Monies thereupon due, after ten Days Notice of such his or their Intent to sell and dispose thereof, given or left unto or for the said *G. B.* his Executors or Administrators, at the now Dwelling-house or Place of Abode of the said *G. B.* in *C.* aforesaid, at the current Rate or Price the like Debenture shall then be sold. **And lastly,** the said *H. S.* doth hereby declare and agree to and with the said *G. B.* his Executors and Administrators, that all Monies which shall

shall be received by the said *H. S.* his Executors, Administrators or Assigns, upon such delivering up, Sale or Disposition as aforesaid of the said Debenture, shall be received and taken so far as the same Monies will extend towards the Payment and Discharge of such Interest and Principal Monies as shall at the Time of such Receipt be due upon the said recited Mortgage from the said *G. B.* his Executors, Administrators or Assigns, to the said *H. S.* his Executors, Administrators or Assigns. **In Witness, &c.**

From a Master of a Ship to a Part-Owner, of his Proportion of a Debenture made out for the Ship's Hire in the Transport Service.

T**O** all, &c. *A. L. &c.* Master of the Ship *Y. Burden, &c.* formerly hired into his Majesty's Transport Service to carry Forces to — sends, Greeting. **Whereas** there is due and owing for the said Ship's Service to the Owners the Sum of — *l.* for which several Debentures are made out and signed by the Commissioners of his Majesty's Transport Service unto and in the Name of the said *A. L.* but for the Use of the Part-Owners of the said Ship: **And whereas** *R. R. &c.* being Owner of — Parts of the said Ship, there is due and belonging to him the Sum of, &c. of the aforesaid — *l.* according to and for his Part in the said Ship as aforesaid: **Now therefore** the said *A. L.* in Consideration of the said Sum of — so due and belonging to the said *R. R.* and to the Intent he may have and receive the same, and in Consideration of *5 l. &c. &c.* *He, &c.* (assigns this Debenture as usual). **In Witness, &c.**

XIII. Of various Kinds of Things, by Debtors, Commissioners and Assignees of Bankrupts, &c. to Creditors, in Satisfaction of Debts, and on Compromising Differences between Debtors and Creditors.

Of three Debentures in Trust for a Creditor.

T**HIS** Indenture Tripartite, made the, &c. **Between** *J. S.* of, &c. Cook, of the first Part, and *R. W.* of *Staple's Inn, London,* Gent. of the second Part, and — (the Creditors) of the third Part. **Whereas** by Virtue of the three several Debentures herein after mentioned, there is now due and owing from the present Government as a Debt of her late Majesty Queen *Anne* to the said *J. S.* for his Service and Expences as Cook, or otherwise, in the Kitchen of her said late Majesty, the several and respective Sums after-mentioned, amounting in the whole to the Sum of *27 l. 12 s. 1 d. ½* and which are particularly mentioned in the three Debentures following, viz. one Debenture dated *12 & 13 Anne 1713.* for *11 l. 16 s. 8 d.* for his Service and Expences in the Months of *January* and *March* in that Year; one other Debenture dated *13 Anne 1714.* for *11 l. 16 s. 8 d.* for his Service and Expences in the Months of *April, &c.* and *June* in the same Year, and the other of the said Debentures dated *13 Anne 1714.* for *3 l. 18 s. 9 d. ½* for his Service and Expences in the Month of *July* in the same Year, as by the said three several Debentures signed by *K. L.* and duly inrolled or entered in the proper Office for that Purpose, (Relation being to them respective had), more fully may appear: **And whereas** there is now justly due and owing from the said *J. S.* to — the Sum of — **Now this Indenture witnesseth,** that to the Intent the said Debt or Sum of — *l.* so now due from the said *J. S.* to the said — as aforesaid, by and out of the said Sum of *27 l. 12 s. 1 d. ½* so due to the said *J. S.* as aforesaid, may be forthwith paid and discharged, and for better Securing Payment thereof in case of not present Payment of the same, and for and in Consideration of the Sum of *5 s.* of lawful Money to the said *J. S.* in Hand paid by the said *R. W.* at or before the Executing hereof, the Receipt whereof is hereby acknowledged, **He** the said *J. S.* **Doth,** and by these Presents (at and by the Nomination and Appointment of the said — testified by his being a Witness hereto) doth absolutely bargain, sell, assign, transfer and set over unto the said *R. W.* All these the said three several herein before recited Debentures, and all and every the said three several Sums of Money therein mentioned and thereby secured, amounting to the said Sum of *27 l. 12 s. 1 d. ½* and all the Right, Property, Benefit, Advantage, Claim and Demand whatsoever of him the said *J. S.* of, in, and to the hereby assigned Monies and Premises, and every Part thereof; **To have,** hold, take, receive and enjoy, all and singular the said hereby assigned Monies and Premises unto the said *R. W.* and his Assigns, from henceforth for ever; **Nevertheless upon the several Trusts following,** viz. in Trust that he the said *R. W.* and his Assigns, from and after Receipt thereof, or of any Part thereof, (after all Charges and Expences touching Receipt or Recovery thereof in the first Place deducted thereout, and which

which he and they are hereby impowered so to do), shall and will pay and apply the same to the said — his Executors, Administrators and Assigns, towards Payment and Discharge of the said Debt or Sum of — so now due to him as aforesaid; and from and after full Payment and Satisfaction thereof, and of all Costs and Charges touching the Recovery and Receipt of the hereby assigned Monies and Premises, then in Trust as to the Residue thereof (if any), in Trust to pay the same to the said J. S. his Executors, Administrators and Assigns, and to and upon no other Use, Trust, Intent or Purpose whatsoever; **And** for the better and more effectual enabling the said R. W. and his Assigns, to recover and receive, all and singular the hereby assigned Monies and Premises, **He** the said J. S. **Hath**, and by these Presents doth constitute and appoint the said R. W. and his Assigns, the true and lawful Attorney and Attornies irrevocable of him the said J. S. to ask, demand and receive, out of and from the Treasury of his present Majesty, and of and from all and every Person and Persons whomsoever, that now are, or shall or may be liable to pay the same, all and singular the hereby assigned Monies and Premises, and upon Receipt thereof, or of any Part thereof, proper and sufficient Discharges, either in the Name of the said J. S. or in his or their own Names to give for the same; and finally to do all and every such other and further lawful Acts and Things, as well for the Recovery and Receipt, as also for the Discharging of the hereby assigned Monies and Premises, or any Part thereof, in such Manner as he or they shall think fit; (*Nevertheless upon the Trusts aforesaid*), and that as fully and effectually to all Intents and Purposes whatsoever, as if he the said J. S. had been actually present and done the same in his own proper Person; and he the said J. S. doth hereby give and grant unto the said R. W. and his Assigns, all his full and absolute Power in the hereby assigned Premises, and doth hereby ratify and confirm all and whatsoever he the said R. W. and his Assigns shall lawfully do, touching the Recovering, Receiving and Discharging the same; **Nevertheless** upon the Trusts aforesaid. **And** the said J. S. for himself, his Executors and Administrators, doth hereby covenant, to and with the said R. W. his Executors and Assigns, that there is now due upon the said Debentures, the before mentioned Sum of 27*l.* 12*s.* 1*d.* $\frac{1}{2}$ and that he the said J. S. hath not, nor that he, his Executors or Administrators, shall not at any Time hereafter receive or discharge the same, or any Part thereof, without the Consent of him the said R. W. or his Assigns, first had in Writing for that Purpose. (*Covenant from R. W. to pay the Money when received.*) **In** witness, &c.

An Assignment by two Debtors of Debts in Trust for their Creditors, with a Release from the Subscribing Creditors to the Assignors; and a Declaration that if the Money due on Bonds and Notes assigned to some of the Creditors be got in, it shall be so far in Discharge of the Money due to them respectively, &c.

THIS Indenture made, &c. **Between** M. T. of — and J. M. of — of the one Part, and T. J. of — and N. F. of — (as well on the Part and Behalf of themselves, as of such other of the Creditors of the said M. T. and J. M. who shall duly sign, seal and execute these Presents, of the other Part.) **Whereas** the said M. T. and J. M. now **Recitals.** are and stand justly and truly indebted to the said T. J. N. F. and such other their Creditors **Indebted to se:** executing these Presents, in the respective Sums of Money against their respective Names set **veral Persons** down, which from sundry Misfortunes they are incapable of discharging, otherwise than as **Subscribers.** herein after mentioned: **And whereas** the said M. T. and J. M. in Order to discharge the **Proposal to af-** said Debts, and give the utmost Satisfaction to their said Creditors, which in them lies, have **sign Debts in** proposed and offered to assign and make over unto the said T. J. and N. F. for the Benefit of **Satisfaction,** themselves and the rest of the said Creditors, in such Manner as herein after is mentioned, all **&c.** and every the Debt and Debts, Sum and Sums of Money in the Schedule hereunder written mentioned, due and owing unto them the said M. T. and J. M. by and from the several and respective Persons in such Schedule so named, and all and every other Debt and Debts, Sum and Sums of Money, on the Day of the Date of these Presents any ways due and owing or belonging unto them, or either of them, or their or either of their own Right, or jointly with any other Person or Persons, either by and from the said several Persons in the Schedule respectively named, or by or from any other Person or Persons whomsoever: **And whereas** **Creditors ac-** the said T. J. and N. F. as well on the Behalf of themselves, (by the Consent and Direction **cept of the** of the said other Creditors, testified by their respective Signing, Sealing and Executing of **Proposal.** these Presents), as of the said other Creditors, have consented and agreed to accept the said **Consideration.** Proposals and Offers: **Now this Indenture witnesseth**, that (by the Consent of each of their said Creditors, testified as aforesaid) in Performance of the said Agreement, as also in Consideration of the said several Sums of Money so due and owing to them the said T. J. and N. F. and other the said Creditors of the said M. T. and J. M. as of the Sum of 5*s.* a-piece to

Assignment.

Habendum.

Upon Trust,
1. To be ap-
plied to in-
demnify the
Trustees, &c.
from Costs,
&c.

2. For all the
Creditors.

That the Af-
signors have
not discharged
the said Debts,
nor will dis-
charge the
same, nor
release the
Money with-
out the Tru-
stees Consent,
and that the
said Debts are
owing.
Letter of At-
torney.

to them the said *M. T.* and *J. M.* in Hand well and truly paid by the said *T. J.* and *N. F.* the Receipt whereof is hereby acknowledged, and other Considerations them hereunto moving, they the said *M. T.* and *J. M.* **Have**, and each of them **Doth** bargained, sold, assigned, transferred and set over, and by these Presents **Do**, and each of them **Doth**, as much as in them or either of them lieth, and they lawfully may, bargain, sell, assign, transfer and set over unto the said *T. J.* and *N. F.* and the Survivor of them, and to the Executors, Administrators and Assigns of such Survivor, as well all and every the Debt and Debts, Sum and Sums of Money whatsoever in the said Schedule mentioned, due and owing unto the said *M. T.* and *J. M.* or either of them, by and from the several and respective Persons therein also named, as also all and every other Debt and Debts, Sum and Sums of Money whatsoever, at the Time of the Execution of these Presents, in any Manner howsoever due, owing or belonging unto the said *M. T.* and *J. M.* or either of them, or their or either of their Estate or Estates, either in their or either of their own Right, or jointly with any other Person or Persons, by and from the said several Persons in the said Schedule respectively named, or by and from any other Person or Persons whomsoever; **And also all** their, and either of their Right, Title, Interest, Claim and Demand whatsoever, of, in, and to the said Premises, in any wise howsoever; **To have and to hold**, ask, demand, sue for, recover, receive, perceive and take unto the said *T. J.* and *N. F.* and the Survivor of them, and to the Executors, Administrators or Assigns of such Survivor, for as well all and every the Debt and Debts, Sum and Sums of Money whatsoever in the said Schedule mentioned, due and owing unto the said *M. T.* and *J. M.* or either of them, by and from the several and respective Persons therein also named, and also all and every other Debt and Debts, Sum and Sums of Money whatsoever, at the Time of the Execution of these Presents, in any Manner howsoever, due and owing or belonging unto them the said *M. T.* and *J. M.* or either of them, or their or either of their Estate or Estates, either in their or either of their own Right, or jointly with any other Person or Persons, by and from the said several Persons in the said Schedule respectively named, or by and from any other Person or Persons whomsoever; **In Trust nevertheless** to and for the Uses, Intents and Purposes herein after mentioned and declared, (that is to say); **In Trust** in the first Place, to apply and dispose of all and singular the assigned or hereby intended to be assigned Premises, and of any Part and Parcel thereof, or of any Profit or Interest or Produce thereby or therefrom to be made, had or gotten, well and sufficiently to save, keep harmless and indemnified them the said *T. J.* and *N. F.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, and every of them, their and every of their Lands, Tenements, Goods and Chattels, and their and every and each of their Agents, Officers and Servants, who at any Time hereafter by them, any or either of them, shall or may be employed in, about, touching or concerning the said Trust, of and from all Costs and Charges, Demands, Damages and Expences whatsoever, which they, any or either of them, shall or may bear, pay, sustain, be at or put unto, for, by Reason or Means of these Presents, or their or either of their lawful intermeddling in or about the assigned Premises, or in or about the Execution of the said Trust; **And then in Trust** to and for the mutual, equal, or ratable Use and Behoof of the said *T. J.* and *N. F.* and such other of the Creditors of the said *M. T.* and *J. M.* as shall duly sign, seal and execute these Presents, at any Time before Distribution be made of any of the said assigned Premises, and to and for no other Use, Intent or Purpose whatsoever; **And** the said *M. T.* and *J. M.* do hereby for themselves, their Executors and Administrators, jointly and separately covenant, promise and grant, to and with the said *T. J.* and *N. F.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor by these Presents, that they the said *M. T.* and *J. M.* have not, nor either of them hath, released or discharged the said Debts or assigned Premises, or any Part thereof, neither will they or either of them, their or either of their Executors or Administrators, release or discharge the same, or receive any of the Money due thereupon or thereby, without the Consent and by the particular Direction and Appointment in Writing of the said *T. J.* and *N. F.* or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, and that the said Debts are now justly due and owing unto them, or the one or the other of them; **And, &c.** (Covenant that the Trustees may peaceably receive the said Debts, Vide Tit. **Covenants**.) **And** the said *M. T.* and *J. M.* do and each of them doth hereby authorize and empower the said *T. J.* and *N. F.* (Trustees) and the Survivor of them, and the Executors, Administrators or Assigns of such Survivor, in their or either of their Names, but for the Uses and Purposes before mentioned, to ask, demand, sue for, recover and receive of the said several Debtors in the said Schedule named, or other their Debtors, their Heirs, Executors, Administrators and Assigns, the several Debts and assigned Premises above mentioned, and to have, use and take all lawful Ways and Means whatsoever, in their or either of their Names, or otherwise, for Recovery of the said Debts or assigned Premises, and to compound and agree for the same, or any Part thereof; and Acquittances or other sufficient Discharges for

for the same, or any Part thereof, for them or either of them, and in their or either of their Names, to make, seal and deliver, and to do all and every other Act and Acts touching the Premises, as fully in every Respect, as if they or either of them were personally present; and Attornies, one or more under them, any or either of them for the Purposes aforesaid, to make, and at their or either of their Pleasure to revoke. And the said T. J. and N. F. do hereby severally, and for their several Executors, Administrators and Assigns, and not the one for the other, or the Executors, Administrators or Assigns of the other, covenant, promise and agree, to and with the said other Creditors duly executing these Presents, their Executors, Administrators, and every of them by these Presents, that they the said T. J. and N. F. and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and will from Time to Time, and at all Times hereafter, use their and each of their best Means and Endeavours by Suit at Law, or otherwise, to recover, receive and get in, all and every the Debt and Debts, Sum and Sums of Money, and other the Premises hereby assigned or intended so to be; and shall and will from Time to Time, and at all Times hereafter, upon Notice or Request to them made or given by the said other Creditors, or the major Part of them, account to and with them at all such Times and Places, as they or the major Part of them shall from Time to Time direct and appoint, for what and how much Money or other Satisfaction, they or either of them shall have raised or received by Virtue of these Presents, or otherwise, by or out of the said assigned Premises, or what Money or other Satisfaction, they or either of them shall have so raised and received as aforesaid, shall and will pay or cause the same to be paid to the said other Creditors equally with them the said T. J. and N. F. according to the true Intent and Meaning of these Presents: And the said T. J. and N. F. with the Consent of the said other Creditors, testified as aforesaid, do, and each of them doth covenant, promise and agree, to and with the said M. T. and J. M. by these Presents, that they the said T. J. and N. F. after Paying and Discharging the said Debts, and the Expences and Charges attending the Execution of the said Trust as aforesaid, shall and will pay or cause to be paid unto the said M. T. and J. M. their Executors or Administrators, or to any other Persons whomsoever they shall appoint, what shall appear (on a fair Account stated) to be remaining in their Hands, over and above all such Monies as shall be got in, by Virtue of these Presents; and also resign to them the said M. T. and J. M. such Debts or Securities for Money hereby assigned to them, as shall be then unreceived or unaltered, if any be. And further the said Creditors hereto subscribing do hereby, in Consideration of the Premises, for themselves severally and respectively, and for their several and respective Executors and Administrators, remise, release, and for ever quit-claim unto the said M. T. and J. M. and each of them, their and each of their Heirs, Executors and Administrators, All and all Manner of Action and Actions, Cause and Causes of Action, Suits, Bills, Bonds, Writings obligatory, Debts, Dues, Duties, Accounts, Sum and Sums of Money, Judgments, Executions, Extents, Quarrels, Controversies, Trespases, Damages and Demands whatsoever, both in Law and Equity, or otherwise howsoever, which against the said M. T. and J. M. or either of them, they or either of them ever had, for or by Reason or Means of any Matter, Cause or Thing whatsoever, from the Beginning of the World, unto the — Day of —. And whereas A. B. of, &c. stood bound unto the said M. T. by his Bond, in the Principal Sum of —, and A. H. by his Note of Hand, stood indebted to the said J. M. in the Sum of —, which Bond has been duly assigned, and the said Note duly indorsed, or otherwise sufficiently made over to the said N. F. in Part of Payment of his Debt: And whereas G. E. stood bound to the said J. M. by his Bond in the Principal Sum of —, which has been duly assigned or made over to W. W. one other of the said Creditors, in Part of Payment of his Debt; It is hereby mutually consented to, agreed, submitted and declared, to be the true Intent and Meaning of each and every of the Parties signing these Presents, that in Case the Monies due on the said Securities, or either of them, shall happen to be recovered or got in by the said Parties, or either of them, so as aforesaid thereto intitled, that then and in such Case such Monies so to be gotten in by them, or either of them, shall and may be applied by them, or either of them, for and towards Discharging such Debts as are due to them respectively only, and that in such Case they and each of them are to be intitled to the Benefit of these Presents, for and in Respect only of so much of their respective Debts as shall then remain and be undischarged; but in Case that the said Monies due on the said Bonds and Notes, or any or either of them shall happen not to be recovered or got in, then and in such Case they the said N. F. and W. W. are to be intitled to the full Benefit of these Presents equally with the said other Creditors. In Witness, &c.

That the Assignees shall use their best Endeavours to get in the Debts and account with the Creditors.

That the Assignees (after paying the Assignors Debts, &c.) shall pay the Remainder of the Money got in, and resign such of the Debts assigned as are unreceived (if any) to the Assignors. Release.

Recitals of Bonds and Notes assigned to some of the Creditors.

Declaration that if the Monies due thereon be got in, they shall be so far in Discharge of the Debts due to them.

An Assignment by a Debtor of his Household Goods and Debts, &c. to three of his chief Creditors, to pay to them and the other Creditors their respective Debts on Proof thereof, with the Creditors Covenant not to arrest the Assignor, but shall pay him the Surplus (if any) after his Debts, &c. paid.

THIS Indenture Tripartite, &c. Between J. M. of, &c. of the first Part, the several Persons whose Names are mentioned in the Schedule hereunto annexed, (Creditors of the said J. M. who shall have hereunto subscribed their Names and put their Seals, and make such Proof of their Debts, if required, as herein after mentioned within the Time herein after limited for that Purpose) of the second Part, and T. W. of, &c. J. A. K. of, &c. and J. H. of, &c. (three of the principal Creditors) of the third Part. **Whereas** the said J. M. on the Day of the Date hereof is justly and truly indebted unto the said Creditors respectively, in the several Sums of Money in the said Schedule mentioned, which, by Reason of divers Losses and other Misfortunes, he is at present unable to make full Payment and Satisfaction, but by and with the Consent, Approbation, Appointment and Agreement of his said Creditors, testified by their Signing and Sealing of these Presents, hath consented and agreed to transfer and assign all and singular the Debts, Sum and Sums of Money, Household Goods and other Goods, Chattels, Wares and Merchandises particularly mentioned and expressed in the Schedule hereunto annexed, and all other Debts, Sum and Sums of Money, Household Goods and other Goods, Chattels, Wares and Merchandizes, which he the said J. M. at the Time of the Sealing and Delivery hereof, is possessed of, interested in, and intitled unto; **In Trust** only for all such of the said Creditors who shall sign and seal these Presents, and make due Proof of their several and respective Debts within two Months now next ensuing the Day of the Date of these Presents, if required by the said T. W. J. A. K. and J. H. (being the three Principal Creditors of the said J. M.) towards Payment and Satisfaction of the several and respective Debts, as far as the same will amount and extend unto in equal Shares and Proportions, according to their several and respective Debts: **Now this Indenture witnesseth**, that the said J. M. for and towards Payment and Satisfaction of the several and respective Debts of all such of his Creditors, and in Consideration of 5s. a-piece of, &c. to him the said J. M. by the said T. W. J. A. K. and J. H. at, &c. the Receipt, &c. **Doth** granted, bargained, sold, assigned, transferred and set over, and by these Presents, **Doth** fully and absolutely grant, &c. unto the said T. W. J. A. K. and J. H. **All** and singular the Debts, Sum and Sums of Money, Household Goods and other Goods, Chattels, Wares and Merchandizes, and other Things in the said Schedule hereunto annexed particularly mentioned and expressed, and all other the Debts, Sum and Sums of Money, Household Goods and other Goods, Chattels, Wares and Merchandizes of him the said J. M. now remaining and being in or about the Dwelling House and Shop of the said J. M. situate, &c. or in any other Place or Places whatsoever, or in any Person or Persons Hands whomsoever, with their and every of their Appurtenances, and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said J. M. of, in, to or out of the same, or any Part or Parcel thereof; **To have and to hold** all and singular the said Debts, Household Goods and other Goods, Chattels, Wares and Merchandizes and Premises herein before mentioned to be contained in a Schedule hereunto annexed, and all other the Debts, Sum and Sums of Money, Household Goods and other Goods, Chattels, Wares and Merchandizes of him the said J. M. and intended to be hereby granted, bargained, sold, assigned, transferred and set over with their and every of their Appurtenances to the said T. W. J. A. K. and J. H. their Executors, Administrators and Assigns, from henceforth for ever; **Upon Trust nevertheless**, and to the Intent and Purpose, that the said T. W. J. A. K. and J. H. their Executors, Administrators and Assigns, shall and will with all convenient Speed, sell and dispose of all and singular the said Household Goods and other Goods, Wares and Merchandizes, and other Things in the said Schedule hereunto annexed mentioned, and all other Household Goods and other Goods, Wares and Merchandizes of him the said J. M. for the best Rates and Prices that can be reasonably got or obtained for the same; **And also upon Trust**, that the said T. W. J. A. K. and J. H. their Executors, Administrators and Assigns, do and shall with the like convenient Speed use their and every of their best Endeavours, by all lawful Ways and Means, to obtain, recover and receive into their Hands and Possession, all and singular the said Debts, Sum and Sums of Money so due and owing unto the said J. M. by and from the several Persons in the said Schedule mentioned, and that after Deduction of all such reasonable Costs, Charges and Expences, as they the said T. W. J. A. K. and J. H. their Executors, Administrators or Assigns, or any of them, shall really pay and expend relating to the Execution of this Trust; **Then upon Trust**, that all the Remainder (after such Deduction as aforesaid) of the clear Money arising by the Sale and Disposition

Losses; unable to pay Debts, but willing to assign Goods, Debts, &c.

In Trust for Creditors.

Consideration.

Assignment of Debts, Goods, &c. in a Schedule, &c.

Habendum.

Upon Trust to be sold.

The Trustee Creditors to endeavour to get in the Assignor's Debts.

The Money (after Deduction)

Disposition of the said Household Goods and other Goods, Chattels, Wares and Merchandizes, (ons), to be distributed amongst the Creditors who prove their Debts on Oath.

and also in Collecting in, Recovering and Receiving all such Debt, Sum and Sums of Money so due and owing to the said *J. M.* and which shall be recovered and received by the said *T. W.* *J. A. K.* and *J. H.* their Executors, Administrators or Assigns, by Virtue of these Presents, shall be paid, distributed and divided unto and amongst all the said Creditors of the said *J. M.* who shall have signed and sealed these Presents, and made such Proof of their respective Debts upon Oath, within the Time herein before limited for that Purpose, if required, as aforesaid, before a Master in Chancery or before a Judge, or some other Magistrate impowered or authorized to administer Oaths, and to and for no other Use, Intent and Purpose whatsoever. **And** for the better and more easy getting in, Recovering and Receiving of all and every the said Debts, Sum and Sums of Money in the said Schedule mentioned to be due and owing to the said *J. M.* **He** the said *J. M.* hath made, &c. and by, &c. **Doth**, &c. the said *T. W.* *J. A. K.* and *J. H.* their Executors, Administrators or Assigns, his true and lawful Attornies Letter of Attorney.

irrevocable in the Name of the said *J. M.* or in their own Names, or otherwise, but to and for the only proper Use and Benefit of themselves, and all such of the Creditors of the said *J. M.* as aforesaid, to ask, demand, sue for, recover and receive, of and from all and every the Person and Persons who stand indebted unto the said *J. M.* and who are particularly mentioned in the said Schedule hereunto annexed, all such Sum and Sums of Money, as now are or shall or may become due or payable to the said *J. M.* and upon Receipt thereof, or any Part thereof, Acquittances, &c. and on Non-payment, &c. or to agree and compound for the same, as shall seem requisite to the said *T. W.* *J. A. K.* and *J. H.* their Executors and Administrators, and also for that Purpose, one or more Attorney or Attornies under them to constitute and appoint, hereby granting unto them the said *T. W.* *J. A. K.* and *J. H.* their Executors and Administrators, full Power and Authority to act and do in the Premises as fully to all Intents and Purposes, as he the said *J. M.* might or could do or have done, if these Presents had not been made; **And** the said *J. M.* for himself, &c. doth covenant, &c. to and with the said *T. W.* *J. A. K.* and *J. H.* their, &c. by, &c. in Manner, &c. that all and every the Debt and Debts, Sum and Sums of Money in the said Schedule hereunto annexed, to be due and owing to the said *J. M.* by and from the several Persons therein mentioned, now are and stand in full Force and Virtue; **And** that neither the said *J. M.* nor any other Person or Persons, for his Use, or by his Order hath at any Time or Times heretofore made, done, committed or suffered any Act, Matter or Thing, nor shall or will at any Time or Times hereafter make, do, commit or suffer, or cause or procure to be made, done, committed or suffered, any Act, Matter or Thing, whereby to release or discharge the said Debts, Sum and Sums of Money, or any or either of them, so due and owing unto him the said *J. M.* as aforesaid, or any Part thereof, nor shall or will revoke the Power or Authority hereby given, or obstruct or hinder the said *T. W.* *J. A. K.* and *J. H.* their Executors, Administrators and Assigns, or any or either of them, in Recovering, Receiving and Getting in the same, **But** shall and will permit and suffer the said *T. W.* *J. A. K.* and *J. H.* their Executors, Administrators and Assigns, and every of them, peaceably and quietly to recover and receive all and singular the said Debt, Sum and Sums of Money, to and for such Use and Benefit as aforesaid, hereby Ratifying, Allowing and Confirming all and whatsoever the said *T. W.* *J. A. K.* and *J. H.* their Executors, Administrators and Assigns, shall do or cause to be done in or about the Premises by Virtue of these Presents: **And further** that the said *J. M.* at the Request, Costs and Charges of such of the Creditors as aforesaid, shall and will from Time, &c. make, &c. such further and other Acts, Matters and Things, for the further and better Assigning and Assuring of all and singular the Premises herein before mentioned or intended to be hereby assigned, to and for the Uses, Intents and Purposes herein before expressed, as by, &c. **And** the said *J. M.* his Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, as often as there shall be Occasion, upon Request and Notice to him and them given by the said *T. W.* *J. A. K.* and *J. H.* their Executors, &c. assist them, any or either of them in the making up of the Accounts, and in settling any Dispute that shall at any Time hereafter arise or happen touching or concerning any of the Debts or Sums of Money whatsoever in the said Schedule hereunto annexed mentioned to be due and owing to the said *J. M.* and also in the Proving and Getting in the said Debts according to the best of his Power and Ability. **And** the said *J. M.* for himself, his Executors and Administrators, and for every of them, doth covenant, promise and agree, to and with the said *T. W.* *J. A. K.* and *J. H.* their Executors, &c. by these Presents, that in Case all and every the Debt and Debts, Sum and Sums of Money now due and owing unto him the said *J. M.* are not mentioned in the said Schedule hereunto annexed, that then the said *J. M.* his Executors and Administrators, upon the Request and at the Costs and Charges of his said Creditors, shall and will from Time to Time, and at all Times hereafter, transfer and assign all and every such Debt or Debts, Sum and Sums of Money as shall happen to be omitted and not mentioned in the said Schedule, unto them the said *T. W.* and *J. A. K.* and *J. H.* their

Covenant that the Debts now assigned are due, and that the Assignee has not, nor will do any Act to release the same, &c.

But shall permit the Assignees peaceably to receive said Debts.

Further Assurance.

The Assignor to assist in settling Accounts, &c.

And in Case all his Debts are not in the Schedule, he will assign such as are not.

Executors,

The Trustee-
Creditors to
account to the
rest, &c.

and pay and
distribute the
Money as re-
ceived;

and endea-
vour to sell
Goods, &c.
to the best Ad-
vantage.

Creditors co-
venant not to
arrest, &c.
the Assignor.

Surplus to be
paid to the
Assignor.

Executors, &c. to and for such Uses, Intents and Purposes, as is herein before expressed, to and for no other Use, Intent or Purpose whatsoever; And they the said T.W. J.A.K. and J.H. for themselves severally and respectively, and not one of them for the other of them, and for the several and respective Heirs, Executors and Administrators, do covenant, promise and agree, to and with all and every other of the Creditors of the said J.M. who shall execute these Presents, and make due Proof of their said respective Debts as aforesaid, that they the said T.W. J.A.K. J.H. their Executors, &c. shall and will from Time to Time, and at all Times hereafter, as often as they shall be thereunto required by the other of the said Creditors of the said J.M. as aforesaid, make, render and give unto him or them demanding the same, a just and true Account of all such Sum and Sums of Money, as shall be by them or either of them so received and gotten in, for or upon the Account of the Sale and Disposition of all and singular the said Household Goods and other Goods, Wares and Merchandizes, Debts, Sum and Sums of Money so due and owing and belonging to the said J.M. together with the Times when, and the Persons Names to whom such Goods are sold, and for what, and also the Names of the Persons of whom any Goods shall be received; and also as soon as the Debts, Sum and Sums of Money so to be received and gotten in by them the said T.W. J.A.K. and J.H. their Executors, &c. as aforesaid, shall amount and extend unto sufficient to pay 5s. in the Pound, that then the said T.W. J.A.K. and J.H. their Executors, &c. upon the Request and Notice to them given by the other Creditors of the said J.M. or any six or more of them, as aforesaid, shall and will well and truly pay, distribute and divide the said 5s. in the Pound unto and amongst themselves the said T.W. J.A.K. and J.H. and all and every the other Creditors of the said J.M. who shall execute and make due Proof as aforesaid, and so from Time to Time, and at all Times hereafter, pay, distribute and divide all such Money as shall be received and got in by the said T.W. J.A.K. and J.H. their Executors, &c. as often as any six or more of the said other Creditors of the said J.M. shall desire and demand the same, unto and amongst themselves and all and every of the other Creditors of the said J.M. as aforesaid, Share and Share alike, according to the Proportion of the several and respective Debts; And that they the said T.W. J.A.K. and J.H. their Executors, &c. shall and will from Time to Time, and at all Times, use their utmost Endeavours in selling and disposing of all the said Household Goods and other Goods, Wares and Merchandizes, at and for the best Rates and Prizes that can be had and gotten for the same; and also that they the said T.W. J.A.K. and J.H. their Executors, &c. shall and will do all Things faithfully and justly, according to the best of their Power, Skill and Knowledge, in the Execution of the Trust hereby in them reposed; And all the said Creditors, Parties to these Presents, for the Considerations aforesaid, and for other good and charitable Causes and Considerations them hereunto especially moving, Do for themselves severally and respectively, and not jointly, and for their several and respective Executors, Administrators, Partners and Assigns, and not for the others Act, or the Act of the Executor or Administrator of the other of them, covenant, promise and agree to and with the said J.M. his Executors and Administrators, and every of them by these Presents, that neither they the said Creditors, Parties to these Presents, nor their Executors, Administrators, Partners or Assigns, or any of them, shall or will in any Manner or wise, sue, arrest, imprison, implead or prosecute him the said J.M. his Executors or Administrators, his or their Goods and Chattels, Lands and Tenements, or any of them, for, or upon Account of any Debt or Sum of Money now due and owing unto them, any or either of them; and in Case any or either of the said Creditors, Parties to these Presents, their Executors, Administrators, Partners or Assigns, shall sue, arrest, imprison, implead or prosecute the said J.M. his Executors or Administrators, or any or either of them, or his and their Goods and Chattels, Lands and Tenements, for any such Debt now due and owing from the said J.M. as aforesaid, that then these Presents shall be a sufficient Release and Discharge to all Intents and Purposes, both at Law and in Equity, to and for the said J.M. his Executors and Administrators, and he and they, and his and their Goods and Chattels, Lands and Tenements, and every of them, shall and be and are hereby acquitted, released and discharged, against them the said Creditors, and every of them, their and every of their Executors, Administrators, Partners and Assigns, who shall so sue, arrest, imprison, implead or prosecute the said J.M. his Executors or Administrators, contrary to the true Intent and Meaning of these Presents, and as such shall and may be pleaded in Bar by him the said J.M. his Executors and Administrators. And lastly, the said T.W. J.A.K. and J.H. do for themselves, their Heirs, Executors and Administrators, covenant, promise and agree to and with the said J.M. his Executors and Administrators, that as soon as they have sold and disposed of sufficient of the Household Goods, and other Goods, Wares, Merchandizes and Effects, hereby bargained and sold, and collected in, and received Money sufficient for the several Persons hereunder mentioned in the Schedule annexed, to pay and satisfy all such Overplus Monies, to be by them so received, unto the said J.M. his Executors, Administrators and Assigns. In Witness, &c.

An Assignment of Goods, Stock in Trade, Debts, &c. to two Creditors, in Trust to pay the same as far as they will extend, in Consideration whereof the subscribing Creditors release the Money due to them respectively, with a Proviso to make the Release void in Case the Assignor has made any Concealment.

THIS Indenture made, &c. Between J. C. of, &c. of the one Part, and J. H. of, &c. and B. S. of, &c. (two of the Creditors of the said J. C. on Behalf, &c.) of the other Part. **Whereas** the said J. C. now is, and standeth justly indebted unto his Recitals. said Creditors executing these Presents, the several Debts or Sums of Money particularly mentioned and set forth against their respective Names in the Schedule hereunder written, which Debts, by Reason of several great Losses and other Misfortunes, he the said J. C. is rendered incapable of making full Payment thereof to his said Creditors: **And whereas** the said J. C. being willing and desirous to pay and satisfy to his Creditors their respective Debts, so far as his Stock in Trade, Household Goods and Debts due and owing to him will extend and amount unto, hath made out a just Account thereof, contained in three several Papers marked A. B. and C. all of them of even Date herewith, and signed by him the said J. C. and hath proposed and agreed to make an absolute Assignment of the same unto and amongst his said Creditors, for and towards Payment and Satisfaction of their said respective Debts, in such Manner as herein after is mentioned: **Whereupon** the said Creditors having considered the Misfortunes and present Condition of the said J. C. and of his being willing to assign the said Household Goods, Stock in Trade and Debts, towards Payment of their said respective Debts, and that he is not otherwise capable to make or give them any further or better Satisfaction and Payment, than by and with the same, they the said Creditors have consented and agreed to accept and take an Assignment of the said Household Goods, Stock in Trade and Debts in the said three several Papers mentioned in the Names of the said J. H. and B. S. in Trust as well for themselves, as for all other the Creditors of the said J. C. executing hereof, in full Payment, Satisfaction and Discharge of the said several Debts and Sums of Money, so now due to them from the said J. C. as aforesaid, in the Proportions and according to the Quantum of their respective Debts, in such Manner as hereafter is expressed; **And** that they the said Creditors will give such general Release to the said J. C. as herein after mentioned; *Subject nevertheless* to the Proviso herein after contained: **Now this Indenture witnesseth**, that the said J. C. (in Pursuance of his aforesaid Proposal and Agreement, and to the End, Intent and Purpose aforesaid, and for and in Consideration of the Sum of 10*l.* of, &c.) hath bargained, &c. and by, &c. (at the Request, and by the Direction, Nomination and Appointment of the said other Creditors of the said J. C. testified by their Executing hereof) **Doth** fully, freely, clearly and absolutely bargain, &c. unto the said J. H. and B. S. **All** the Goods, Stock in Trade, Household Goods, Debts, Sum and Sums of Money and Effects belonging to, and now due and owing to him the said J. C. as are in the said three several Papers signed by him, and bearing even Date herewith, particularly mentioned and set forth; and all the Right, Title, Interest, Possession, Benefit, Advantage, Profit, Property, Claim and Demand whatsoever or howsoever, of him the said J. C. of, in and to the said hereby assigned Premises, and every Part and Parcel thereof; **To have**, hold, take, receive and enjoy, the said Stock in Trade, Household Goods, Debts, Sums of Money, and all and singular other the herein before mentioned and intended to be hereby assigned Premises, unto and to and for the only Use and Benefit of them the said J. H. and B. S. their Executors, Administrators and Assigns, from henceforth for evermore, and to which they are hereby intended to have a legal Right and Property: **Nevertheless** to, for and upon the several Trusts, Intents and Purposes herein after mentioned, that is to say, **Upon Trust**, that they the two Trustee-Creditors the said J. H. and B. S. and the Survivor of them, or his Assigns, shall and do, as soon as conveniently may be, by one or more Sale or Sales, absolutely sell and dispose of all and singular the hereby assigned Household Goods and Stock in Trade, to such Person or Persons as will buy the same, and for the most Monies that can be got for the Purchase thereof; **And** from and after such Sale or Sales, **Then upon further Trust**, that they the said Trustee-Creditors, shall and do retain, pay, apply and dispose, as well of the Monies arising by such Sale or Sales, as also of all the said hereby assigned Debts, when and as the same shall be by them got in and received, in Manner as follows, to wit, in the first Place to deduct and retain thereout all such Costs, Charges, Damages and Expences, as they the said Trustee-Creditors shall necessarily expend; pay, sustain or be put unto, touching their Disposing, Recovering, Receiving and Paying of the said hereby assigned Goods, Stock in Trade, Debts and Premises; **And** from and after such Deduction thereout, and subject thereunto, **Then upon this further Trust**, that they the said Trustee-Creditors, and the Survivor, &c. shall and do

Unable to pay.
Willing to assign Stock in Trade, &c.
Account thereof made out.

The Creditors willing to accept of Assignment in full,

and to give a Release.

1st Consideration, Mr. C.'s Assignment of his Effects to the two Trustee-Creditors.

Habendum.

Trusts.

Goods, &c. to be sold.

Charges to be deducted.

Residue to be divided amongst Creditors.

Letter of At-
torney.

2d Considera-
tion, whereby
Creditors ac-
cept of Pre-
misses in full
of their Debts.

General Re-
lease to the
Assignor.

Provido that
if it should be
found that the
Assignor has
concealed any
Effects, the
Release to be
void, and he
may be sued,
&c.

Trustee Cre-
ditors cove-
nant to pay
the Money ac-
cording to the
Trusts.

do retain and pay all the Residue of the said Monies and Premises, to and between themselves, and amongst all and every other the Creditors of the said J. C. executing these Presents, in equal Proportions, according to the Quantum of their respective Debts in the said Schedule hereunder written mentioned and set forth, as far as the same will extend to pay and satisfy, according to the true Intent and Meaning of these Presents, and upon no other Trust, Intent or Purpose whatsoever. **And** for the better and more effectual enabling the said Trustee-Creditors to recover and receive the said hereby assigned Debts, Monies and Premises, upon the Trusts aforesaid, he the said J. C. hath, and by these Presents doth make, &c. the said J. H. and B. S. his true and lawful Attorney, &c. to ask, &c. of and from the several Persons named in one of the said three Papers and numbered, &c. the several Sums of Money therein mentioned to be due to him the said J. C. and upon Non-payment, &c. and upon Recovery and Receipt thereof, &c. and finally he the said J. C. doth hereby give, &c. his full, &c. Power, &c. and he doth hereby ratify, &c. nevertheless upon the several Trusts aforesaid. **And this Indenture further witnesseth**, that they the said Creditors executing these Presents (in Pursuance and Performance of their Part of the said recited Agreement, and in Consideration of the Assignment herein before made by him the said J. C. of his Household Goods, Stock in Trade, Debts and Effects, for the End, Intent, Trusts and Purposes aforesaid, and for other good and valuable Causes and Considerations them thereunto respectively moving) **Do**, and each of them for him and herself, severally and not the one for the other, and for his, her and their own respective Executors and Administrators, and his, her and their own Acts only, doth hereby accept and take the said hereby assigned Household Goods, Stock, Debts and Effects, in full Payment, Satisfaction and Discharge of their said several and respective Debts so now due and owing to them in the said Schedule mentioned; **And** they the said several Creditors executing these Presents (in further Pursuance and full Performance of their recited Agreement, and for the Considerations aforesaid) **Have**, and each and every of them **hath**, and by these Presents for themselves, severally and respectively, and for their several and respective Executors and Administrators, **Do**, and each and every of them **Doth**, freely, clearly and absolutely remise, release, discharge, and for ever quit-claim, unto the said J. C. his Executors and Administrators, as well their and each and every of their respective Debts in the said Schedule hereunder written mentioned and set forth against their respective Names, and also of and from all and all Manner of Action and Actions, Suit and Suits, Cause and Causes of Action and Suit, both at Law and in Equity, which they the said Creditors executing these Presents, any or either of them, their, any or either of their Executors or Administrators, now have, ever had, or at any Time hereafter can, shall or may have, claim, challenge or demand against the said J. C. his Executors or Administrators, for, by Reason or on Account of their said several Debts so now respectively due to them as aforesaid, or for, by Reason or on Account of any other Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date of these Presents. **Provided always**, and these Presents are upon this express Condition, and it is hereby declared to be the true Intent and Meaning of these Presents, that in case any of the said Creditors, Parties hereto, shall at any Time within the Space of — now next ensuing make it appear, and fully and plainly prove, that he the said J. C. hath secreted and concealed any Part of his present Estate and Effects to the Sum or Value of 10 s. (over and above the Household Goods, Stock, Debts and Effects by him hereby assigned upon the Trusts aforesaid) the said general Release, herein before given to the said J. C. as aforesaid, shall be void and of no Effect, to all Intents, Constructions and Purposes whatsoever, and that then and from thenceforth every Creditor, Party hereto, shall be intitled to his full and whole Debt in the said Schedule mentioned, and shall and may have full Power and Authority, at any Time then after, to commence any Action or Suit against him the said J. C. his Executors and Administrators, for the Recovering and Receiving of the same, as if such general Release had never been to him given; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And lastly**, each of them the said J. H. and B. S. for themselves, their Executors and Administrators, do and doth hereby covenant, promise and agree, to and with each and every of them the said Creditors of the said J. C. executing these Presents, their respective Executors, Administrators and Assigns, that they the said J. H. and B. S. their, &c. shall and will from Time, &c. when and as often as any Monies shall come to their Hands, by Virtue of the Assignment hereby made to them of the said Premises as aforesaid, (after such Deduction thereout as aforesaid), well and truly share, divide and pay the same to and between themselves, and among all other the said Creditors executing these Presents, in equal Proportions, according to the Quantum of their and every of their respective Debts, as the same are mentioned and set down in the said Schedule hereunder written, according to the Trusts aforesaid, and the true Intent and Meaning of these Presents. **In Witness, &c.**

The Schedule of the Debts due from the said J. C. to his Creditors executing hereof, and to which the above written Indenture refers, viz.

Another,

Another, In Trust to pay Creditors where the Debtor produces an Account of his Effects on Oath, which the Creditors covenant to accept in full of their Debts, and to execute general Releases before a certain Day, and in the interim give him Licence to go about, &c. but on Condition that if the Effects will not pay 8 s. in the Pound, or that if all the Creditors don't execute the Assignment, the same to be void, or in case of concealing of Effects, the Assignment and the general Releases to be void.

THIS Indenture, &c. Between *W. R.* of, &c. of the one Part, and *A. and B.* of, &c. (two, &c.) of the other Part. **Whereas** the said *W. R.* on the Day of the Date hereof, doth owe, and is justly indebted unto the said *A. and B.* and other his Creditors executing these Presents, whose Names and particular Debts against every such Creditor's Name are set forth in a Schedule hereunder written, (intituled the first Schedule) amounting in the whole to the Sum of — or thereabouts, and as to the Truth and Reality of every such Debt being so due, they the said several Creditors have agreed to make Oath thereof, upon their Executing of these Presents, before a proper Person qualified to take the same: **And** whereas the said *W. R.* by Reason of many great Losses in Trade, bad Debts, and other unhappy Misfortunes, is now obliged to abscond from his Trade and Habitation, and is rendered incapable of making full Payment to his said Creditors of their respective Debts: **And** whereas the said *W. R.* being willing and desirous to pay and satisfy to the said *A. and B.* and all other his said Creditors their said respective Debts, so far as his Household Goods, Stock in Trade, and Debts due and owing to him will extend and amount unto, (which is computed will amount at least to 8 s. in the Pound), hath made out a just and true Account thereof; and hath proposed and agreed to make an absolute Assignment of the same unto and amongst his said Creditors, for and towards Payment and Satisfaction of their said respective Debts, in such Manner as herein after is mentioned, which said Account is contained in the other Schedule hereunder written, (intituled the second Schedule), particularly mentioned and set forth; and as to the Truth and Reality of the same Account, he the said *W. R.* before the Executing hereof, hath made an Affidavit before — one of the Masters of the High Court of Chancery, as appears by the said Affidavit hereunto annexed: **Whereupon** the said several Creditors having considered the Misfortunes, Circumstances and present Condition of the said *W. R.* and of his being willing to assign his said Household Goods, Stock in Trade and Debts, towards Payment of their said respective Debts, and that he is no otherways capable to make or give them any further or better Satisfaction and Payment, than by and with the same, they the said Creditors have consented and agreed to accept and take an Assignment of the said Household Goods, Stock in Trade and Debts, in the Names of them the said *A. and B.* in Trust as well for themselves as for all other the Creditors of the said *W. R.* executing hereof, in full Payment, Satisfaction and Discharge of the said several Debts and Sums of Money so now due and owing to them from the said *W. R.* as aforesaid, in the Proportions, and according to the Quantum of their respective Debts, in such Manner as herein after is expressed; **And** that they the said Creditors, on Payment thereof, will give such general Releases unto the said *W. R.* as herein after mentioned; **Subject nevertheless** to the Proviso herein after contained; **And further** that the said Creditors in the mean Time will give unto him the said *W. R.* such Liberty and Licence to transact his Affairs and Business, as herein after also is mentioned: **Now this Indenture witnesseth**, That the said *W. R.* (in Pursuance, &c. and for and in Consideration, &c.) hath bargained, &c. and by, &c. (at the Request, &c. of all the other Creditors of the said *W. R.* executing these Presents, testified by their Signing and Sealing thereof) **Doth** fully, &c. bargain, &c. unto them the said *A. and B.* **All** and every the Household Goods and Furniture, Linen, Stock in Trade, Debts, Sum and Sums of Money and other Effects and Chattels belonging to, and due and owing to him the said *W. R.* as are in the second Schedule hereunder written particularly mentioned and set forth, and all the Right, &c. **To have, &c. Nevertheless, &c. Upon Trust** that they the said *A. and B.* and the Survivor, &c. shall and do, as soon as can or may be, by several Sales, absolutely sell, &c. **And** from and after such Sales, then upon further Trust that they the said Trustee-Creditors shall and do retain, &c. in the first Place to deduct and retain thereout all such Costs, &c. **And** from and after such Deduction thereout as aforesaid, then in Trust to pay and satisfy to the Executors of the late Right Honourable *J. Earl F. W.* and to *M. B.* of, &c. **All** such Rent and Arrears of Rent as shall then appear to be to them respectively due from the said *W. R.* to *Michaelmas* Day now next ensuing, and subject to the several Deductions and Payments aforesaid; then upon this further special Trust that they the said Trustee-Creditors, and the Survivor, &c. shall and do retain and pay all the Residue, &c. amongst, &c.

in the said first Schedule mentioned and set forth, as far as the same will extend to pay, satisfy, or otherwise divide and dispose of the said Goods, Wares, Merchandize and Debts, as the said Creditors, Parties hereto, or the major Part of them, shall think fit, according to the true Intent and Meaning of these Presents, and upon no other Trust, Intent or Purpose whatsoever: **And** for the better, *&c.* he the said *W. R.* hath, and by, *&c.* doth make, *&c.* the said *A.* and *B.* his true and lawful Attorney, *&c.* to ask, *&c.* from all and every the several Persons in the said second Schedule named, the several Sums of Money therein mentioned, to be by them respectively due and owing to the said *W. R.* and upon Non-payment, *&c.* And he the said *W. R.* doth hereby further authorize, enable and empower them the said *A.* and *B.* and their Assigns, to make, do, perform and execute all and every such other and further lawful and reasonable Act and Acts, Deeds and Things whatsoever, as shall be necessary and requisite, *either at Law or in Equity*, as well for the Recovering and Receiving, as also for the Releasing, Compounding and Discharging of all or any of the before mentioned and hereby assigned Debts, Monies and Premises, as likewise for the absolute Selling and Disposing of the Equity of Redemption of the said mortgaged Premises in the first Schedule mentioned, and of the said Parcels of Plate, Household Goods, Furniture and Stock in the said second Schedule mentioned; and that as fully, *&c.* and finally, he the said *W. R.* doth hereby give, *&c.* nevertheless upon the several Trusts aforesaid: **And** the said *W. R.* for himself, *&c.* doth hereby covenant, *&c.* to and with the said *A.* and *B.* their, *&c.* in Manner as follows, *viz.* That all and every the Debts and Sums of Money in the said second Schedule mentioned to be due and owing to him the said *W. R.* is and are now due and owing to him by and from the several Persons therein named; and that he hath not received the same, or any of them, or any Part thereof; neither will he, his Executors or Administrators, at any Time hereafter receive the same, or any of them, unless it be at the Request, by the Direction of the said Trustee-Creditors, and upon the Trust herein before declared; **And** that he the said *W. R.* his Executors or Administrators, shall not nor will release or discharge the Power and Authority hereby given for receiving the same, nor release or discharge any Action or Suit that shall or may be brought or commenced in his or their Name or Names for the recovering of the said Sums of Money, or any of them, (unless it be at the Request and by the Direction of the said Trustee-Creditors, or one of them,) **But** shall and will at any Time hereafter do any further Act or Thing for the more effectual Assigning thereof, and for the Corroborating of these Presents, if so requested and required by the said Trustee-Creditors, or either of them; nevertheless upon the several Trusts aforesaid. **And this Indenture further witnesseth,** that they the said *A.* and *B.* and all other the said Creditors of the said *W. R.* executing these Presents, (in Pursuance, *&c.* and in Consideration, *&c.*) **Do,** and each, *&c.* (as in the last Precedent) **Doth** covenant, promise and agree, to and with the said *W. R.* his Executors and Administrators, by these Presents, that they the said Creditors, and each of them for his and their Part, shall accept and take the said hereby assigned Household Goods, Stock, Debts, Chattels and Effects in the said second Schedule mentioned, in full Payment, Satisfaction and Discharge of the said several and respective Debts so now due and owing to them in the said first Schedule mentioned: **And further,** that they the said Creditors, and each and every of them, before the — Day of — now next ensuing, shall and will (upon the Request and at the Costs and Charges of the said *W. R.* his Executors or Administrators) duly seal and execute and deliver unto him and them general Releases, or other sufficient Discharges of their said several Debts now due to them, and of all Accounts, Actions and Demands whatsoever or howsoever touching or concerning the same; subject nevertheless to the Proviso herein after mentioned: **And** in the mean Time they the said Creditors, and each and every of them doth hereby give and grant unto the said *W. R.* full and free Liberty, Licence and safe Conduct, to go, come, abide, sojourn, pass and repass to or at any Place or Places wheresoever and whatsoever, and at all Times from the Date hereof, at such Place or Places, in such Manner as he shall think fit; and that in Case the said *W. R.* shall in his Person, Goods or Chattels, at any Time before the 18th Day of February now next ensuing, be arrested, troubled, attached or molested by any of the said Creditors, or by their or any of their Act, Means, Consent or Procurement, for or on Account of any such Debts now due from him as aforesaid, except in Case of Fraud or Concealment, as herein after mentioned, and be not thereof forthwith released and discharged; then and in such Case the said *W. R.* shall from henceforth, and is and shall by Virtue of these Presents be absolutely acquitted, released and discharged, as to all and every Debt or Sum of Money now due to every or any such Creditor who shall so arrest, trouble, attach or molest the said *W. R.* within the Time aforesaid, contrary to the true Intent and Meaning of these Presents. **Provided always,** and these Presents are upon this express Condition nevertheless, that if the said hereby assigned Household Goods, Stock, Debts and Premises, shall not amount to pay every Creditor executing hereof the Sum of 8*s.* in the Pound, or if all the Creditors of the said *W. R.* (other than and except such Creditors whose respective Debts do not exceed the Sum of 40*s.*) shall

Letter of Attorney.

Covenant that the Debts are due;

will not release.

Further Act.

Second Consideration, whereby Creditors covenant to accept of Premises in full for their Debts,

and to give general Releases before a certain Day.

And in the interim they give him Licence to go about, *&c.*

Provided that if the Effects will not pay 8*s.* in the Pound, or if all the Creditors do not

shall not by themselves, or some other Person thereunto lawfully authorized, seal and execute ^{execute, then} these Presents on or before the 30th Day of *August* now next ensuing, then these Presents, and ^{these Presents} every Thing herein contained, shall from thenceforth cease, determine, and be utterly void ^{to be void.} and of no Effect as if the same had never been made; any Thing to the contrary thereof notwithstanding. **Provided also**, and these Presents are upon the further express Condition, **As to Con-** and it is hereby declared to be the true Intent and Meaning hereof, that in Case any of the said **cealment.** Creditors, Parties hereto, shall at any Time (either before or after the said general Releases so intended to be given to the said *W. R.* as aforesaid) make it appear, and fully and plainly prove that he the said *W. R.* hath secreted or concealed any Part of his present Estate and Effects to the Sum or Value of 10*l.* over and above the Household Goods, Stock, Debts and Effects by him hereby assigned, upon the Trusts aforesaid; then and in such Case (after any such due Proof made of such Concealment as aforesaid) this present Indenture, and the said general Releases so to be given to the said *W. R.* as aforesaid, shall be void and of none Effect; and that then and from thenceforth every Creditor, Party hereto, shall be intitled to his full and whole Debt in the said first Schedule mentioned, and shall and may have full and absolute Power and Authority at any Time then after to commence any Action or Suit against him the said *W. R.* his Executors or Administrators, for the Recovering and Receiving of the same, as if such general Release had never been to him given; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And lastly, &c.** (*Covenant from the two Trustee-Creditors to pay the Monies proportionably, &c. as in the last*). **In Witness, &c.**

The Affidavit mentioned in the above Assignment.

W. R. of, &c. (Party to the Indenture of Assignment to which this Affidavit is annexed) maketh Oath, That the several Debts or Sums of Money particularly mentioned and set forth against every of the Creditors of him the said *W. R.* named in a Schedule to the said Indenture annexed, (intituled the first Schedule) are now justly due and owing from him the said *W. R.* to his said respective Creditors in the said Schedule named; and that none of the said several Debts, or any Part or Parcel thereof, have been by him the said *W. R.* ever paid off or discharged; and that he the said *W. R.* hath not at any Time heretofore deposited any of his Goods or Effects, or given, or *promised to give*, any other Security whatsoever to any of his said Creditors for Payment of any of their respective Debts, other than the several Household Goods, Stock in Trade, and other Things particularly mentioned and set forth in another Schedule to the said Indenture annexed, (intituled the second Schedule) and in which are by the said Indenture assigned to the two Trustee-Creditors therein named, upon the several Trusts, Intents and Purposes therein mentioned and set forth.

An Assignment by a Debtor of Leasehold Premises, Goods and a Debt to three of his Creditors, in Trust to be sold, &c. to pay Mortgage, Creditors and Expences, and the Surplus to be divided amongst the rest of the Creditors in Part of their Debts; in Consideration whereof they grant him a Letter of Licence for three Years to pay the Residue.

THIS Indenture, &c. Between *T. B.* of, &c. and *B. P.* of, &c. of the one Part, and *J. H. T. W.* and *T. P.* of, &c. (three of the Creditors of the said *T. B.* and *B. P.* on Behalf of themselves and of all other their Creditors, who have hereunto subscribed and set their Hands and Seals) of the other Part. **Whereas, &c.** (*Recite the several Indentures of Lease and Mortgage thereof*): **And whereas** there is a Debt of 160*l.* due to them the said *T. B.* and *B. P.* from *X. P.* of, &c. **And whereas** the said *T. B.* and *B. P.* at the Time of executing hereof, are justly indebted to their several Creditors, executing these Presents, in the several Debts or Sums of Money set forth against the respective Creditors Names, which Debts they at present are not in a Capacity to pay and satisfy: **And whereas** at a Meeting on the — Day of *January* now last past, at Mr. — by the major Part of the said Creditors, it was then agreed between them and the said *T. B.* and *B. P.* that on their Assigning of all their Estate, Interest and Equity of Redemption of and in the above mentioned several demised and mortgaged Premises, and of the said Debt due from the said *X. P.* and of all their Household Goods and Furniture, and all other their Estate, Goods, Chattels and Effects whatsoever, upon Oath, (except their Wearing Apparel) unto the above named three Trustee-Creditors, for and towards Payment to them, and the said other Creditors executing these Presents, of their respective Debts, as far as the same will extend at present to pay, they the said Creditors would accept of the same in Part of their said Debts, and give the said *T. B.* and *B. P.* a Letter of Licence

Recitals of
Leases, Mort-
gages, Debts,
Unable to
pay.
Meeting of
Creditors.
Agreement to
take Assign-
ment in Part,
and give a
Letter of Li-
cence for the
Rest.

cence for the Term of three Years to follow their respective Trades, in Order to enable them to pay the Residue of their respective Debts in such Manner as herein after is mentioned; and it was also agreed, that the said Creditors should severally swear to the Truth of their respective Debts before they should be intitled to any Dividends to be made of the Estate and Effects hereby assigned: **Now this Indenture witnesseth**, that they the said *T. B.* and *B. P.* in Pursuance and Performance of their Part of the said recited Agreement, and for 5s. paid to them by three Trustee-Creditors, &c. **Have**, and each of them **Doth**, &c. and by, &c. (at the Request, and by and with the Consent, Direction, Nomination and Appointment of the said other Creditors, testified by their Signing and Sealing hereof) **Do**, and each of them **Doth** bargain, sell, assign, transfer and set over unto the said (*three Trustee-Creditors*) and the Survivors and Survivor of them, and the Executors, Administrators and Assigns of such Survivors and Survivor, **As well all** these the herein before mentioned several Pieces of Ground, Messuages, &c. which in and by the said several in Part recited Indentures of Lease and Mortgage were respectively demised and assigned to — or mentioned or intended so to be, with their and every of their Appurtenances; **As also** the said Debt or Sum of 160*l.* so due from the said *X. P.* as aforesaid; **As likewise** all the Household and Furniture Goods, Chattels, Debts and Effects whatsoever, and of what Nature or Kind soever, as are now due and belonging to them the said *T. B.* and *B. P.* or either of them, (Wearing Apparel only excepted) **And all** the Estate, Right, Title, Interest, Terms of Years to come and unexpired, Possession, Reversion, yearly Rents and Profits, Equity and Benefit of Redemption, Trust, Property, Benefit, Advantage, Claim and Demand whatsoever or howsoever, be that in Law or in Equity, of them the said *T. B.* and *B. P.* by Virtue of the said herein before recited Indenture, &c. **To have and to hold** the said Messuages, Buildings, and all and singular other the herein before assigned Leasehold Premises, *cum pertinentiis*, unto the said (*three Trustee-Creditors*) their Executors, &c. from henceforth for and during all the Rest and Residue of the before mentioned several Terms of — which are therein respectively now to come and unexpired; subject nevertheless to the Payment of the several yearly Ground Rents of — &c. as by the said Indentures of Lease respectively reserved, and to the several Covenants, Conditions and Agreements therein contained, and which from henceforth on the Lessees or Assignees Part are to be paid and performed; and also subject to the Payment of the said several Principal Sums of 800*l.* 200*l.* 350*l.* 60*l.* 260*l.* and 40*l.* so respectively secured to them the said *H. L.* *A. D.* *S. M.* *F. S.* and *H. B.* on the several Leasehold Premises in Manner as aforesaid, and of all Interest Monies now due and to grow due to them respectively for the same, and so subject in Manner as aforesaid, then to, for and upon the several Trusts, Intents and Purposes herein after mentioned, expressed and declared of and concerning the same; **And to have, hold**, receive, take and enjoy the said Debt of 160*l.* Household Goods, Furniture, Chattels, Debts and Effects, and all and singular other the herein before assigned Premises as are not Leasehold (except as aforesaid) unto them the said *J. H.* *T. W.* and *T. P.* their Executors, Administrators and Assigns, from henceforth for ever, and to which they are hereby intended to have a legal Right and Property, **Together** with full Power and Authority for them the said Trustee-Creditors, their Executors or Assigns, to commence any Action or Actions, Suit or Suits, for the Recovery and Receipt of the said Debt of 160*l.* due from the said *X. P.* and all other Debt and Debts, Sum and Sums of Money due to the said *T. B.* and *B. P.* from any other Person or Persons, and the same to release and discharge, and that as fully, amply and effectually to all Intents and Purposes whatsoever, as they the said *T. B.* and *B. P.* or either of them, could or might do if personally present, or in Case these Presents had not been made; **Nevertheless to, for and upon the several Trusts**, Intents and Purposes herein after mentioned and expressed of and concerning the same, (that is to say) As to all and singular the said hereby assigned Messuages or Tenements, and other the Premises, **Upon Trust** that they the said Trustee-Creditors, the said *J. H.* *T. W.* and *T. P.* their Executors or Assigns, shall and do, as soon as can or may be, by several Sales absolutely sell and dispose as well of all and singular the said hereby assigned Messuages, Tenements, and other the Leasehold Premises, as also of the said hereby assigned Household Goods and Furniture for the most Money and best Price that can be got for the same; and from and after, or upon such Sale or Sales that they the said Trustee-Creditors shall and do pay to the said *H. L.* *A. D.* *S. M.* *F. S.* and *H. B.* all their respective Principal Monies and Interest so secured, and which shall be to them respectively due and owing; **And** from and after full Payment thereof, then as to all the Residue of the Monies arising by Sale of the said Leasehold Premises, and as to all the Monies arising by Sale of the said Household Goods and Furniture, and as to the said Debt of 160*l.* due from the said *X. P.* and other Debts and Sums of Money due from any other Person or Persons, when the same, or any Part thereof, is or are received; **Upon this further Trust**, that they the said Trustee-Creditors shall and do retain and pay, and apply and dispose of all and singular the same Monies and Premises, **to, for**

Consideration.

Assignment of Leasehold Premises.

A Debt.

Goods.

Habendum.

Authority to sue for the Debt assigned.

Trustee Creditors to sell the assigned Premises to pay Mortgage Creditors;

afterwards to pay Money

for and upon the several Trusts, Intents and Purposes herein after mentioned and expressed, viz. borrowed, and for this
To pay to *W. B.* of *Lincoln's Inn* in the County of *Middlesex*, Gent. the Sum of *5 l. 5 s.* bor- Assignment,
rowed of him by the said *T. B. B. P.* and the Costs and Charges which he the said *W. B.* has
already been or shall hereafter be at on Account of this present Assignment; And from and then Trustees
after Payment thereof, then it shall and may be lawful for the said Trustee-Creditors, by and Expences;
out of the same Monies and Premises, to deduct and retain to themselves thereout all such
Costs, Charges, Expences and Damages as they the said Trustee-Creditors, any or either of
them, shall expend, pay, sustain or be put unto touching the Sale of the said Premises, and
in paying, applying and disposing of the Monies arising by such Sale, and other the several
Trusts hereby in them reposed touching the hereby assigned Premises, and which they are
hereby enabled and impowered so to deduct and retain; And from and after such Payments and
Deductions in Manner as aforesaid, and subject thereunto, then **Upon this further special** Residue a-
Trust, that they the said Trustee-Creditors, and the Survivors and Survivor of them, his mongst the
Executors and Assigns, shall retain and pay all the said Residue or Surplus Monies so to be by Creditors pro-
them raised and received as aforesaid, to and amongst themselves and all and every other the portionably.
Creditors of the said *T. B.* and *B. P.* executing these Presents, in equal Proportions, rateably
and proportionably, according to the Quantum of their said respective Debts now due and
owing to them respectively, as far as the same will extend to pay and satisfy according to the
true Intent and Meaning of these Presents, and to and for no other Trust, Use, Intent or Pur-
pose whatsoever: And the said *T. B.* and *B. P.* for themselves, and for their respective Execu- Covenant to
tors and Administrators, do covenant, promise and agree, to and with the said *J. H. T. W.* do any further
and *T. P.* their Executors, Administrators and Assigns, by these Presents, that they the said Act, &c.
T. B. and *B. P.* their Executors and Administrators, shall and will at any Time hereafter,
upon the Request, and at the Charge of the Trustee-Creditors, any or either of them, make,
do and execute all and every such further and other lawful Acts, Deeds and Things, as well for
the Corroborating and Strengthening of these Presents, as also for the further, better and more
Perfecting, Assigning, Assuring and Confirming of all and singular the herein before mentioned
and intended to be hereby assigned Premises, unto them the said Trustee-Creditors, their Exe-
cutors, Administrators and Assigns; (Nevertheless to, for and upon the several Trusts, In-
tents and Purposes herein before mentioned, expressed and declared of and concerning the same)
as by their, any or either of their Counsel, &c. And this Indenture further witnesseth, Letter of Li-
that they the said Creditors executing these Presents (in Pursuance and Performance of their cence for
Part of the said recited Agreement, and in Consideration of the Assignment herein before three Years.
made by them the said *T. B.* and *B. P.* to the said Trustees of the said Premises, upon the
Trusts aforesaid, and to the End and Intent to enable them the said *T. B.* and *B. P.* to pay to
their Creditors, Parties hereto, the Residue of their respective Debts as shall not be so paid in
Manner as aforesaid) Do hereby give and grant unto each of them the said *T. B.* and *B. P.* full
and free Liberty, Licence and safe Conduct from henceforth during the Term of three Years,
to go, come, abide, reside, pass and repass to or at any Place or Places whatsoever and where-
soever; and that in Case they the said *T. B.* and *B. P.* or either of them, shall in his or their
Persons before the said three Years, to be computed from the Date hereof, be arrested, attached,
troubled or molested by any of the said Creditors executing these Presents, or by their or either
of their Act, Means, Consent or Procurement, for or on Account of any Debt or Debts, or
of any Part of such Debt or Debts now due from them as aforesaid, and be not thereof forth-
with released and discharged, then and in such Case they the said *T. B.* and *B. P.* shall from
thenceforth, and are and shall by Virtue of these Presents, and the Licence hereby given, be
absolutely acquitted, released, and for ever discharged, as to all and every such Debt or Sum of
Money then due to every such Creditor who shall so arrest, trouble or molest the said *T. B.* and
B. P. or either of them, within the Time aforesaid, contrary to the true Intent and Meaning
of these Presents. In Witness, &c.

An Assignment of two annual Sums to be paid out of the Rents of several Estates for the Life of the Assignor, in Trust to pay Creditors, wherein is a Direction to the Tenants to pay, and a Letter of Attorney to receive the Money out of the Rents, and a Covenant that the Assignor shall not be arrested, with a Proviso in Case of his Death, &c.

Whereas the Right Honourable *W.* Earl of *I.* of the Kingdom of *Ireland*, is and Intitled to se-
standeth seised of and in the Manors of *C.* and *T.* in the County of *B.* and of and in veral Manors,
divers Messuages, Lands and Tenements, situate in *C.* and *T.* aforesaid, of the yearly Value &c.
of 800*l.* or thereabouts, for the Term of his natural Life, and subject to a Charge of the
Principal Sum of 5000*l.* And whereas the said Earl is also intitled for the Term of his natu-
PART II. 5 P. ral

In Debt.

Agreement
with Creditors.Assignment of
400 l. per Ann.
and 200 l. per
Ann. out of the
Rents of the
said Estates till
the Debts satisfied.Direction to
the Tenants to
pay to the
Trustees.Covenant to
make any further
Assignment, &c.The Creditors
covenant to accept this
Assignment,and not to sue
the Assignor.Proviso in
Case of his
Death.

Letter of Attorney to receive the Rents till the Debts paid.

ral Life to the Barony or Manor of *R.* in the County of *C.* and Kingdom of *Ireland* aforesaid, and to sundry Lands and Tenements in the said County of *C.* of a considerable yearly Value, subject to a Rent-charge of 800 l. *per Annum*, being the Jointure of his Mother, the Right Honourable *M.* Countess Dowager of *J.* **And whereas** the said Earl is indebted to the several Persons executing these Presents, in the several and respective Sums in the Schedule hereunder written, and they have come to an absolute Agreement with him the said Earl to take and receive the said several and respective Sums of Money so due to them in the Manner and Proportions herein after particularly mentioned and expressed; **In Consideration** whereof it is hereby concluded, covenanted and agreed upon by and between the said Earl, and all the Parties signing and sealing these Presents, in Manner following; (that is to say), That the said Earl **shall** and **will** assign and set over, and the said Earl **doth** hereby assign and set over to Sir *T. S. Knt. T. B. J. M. and N. P.* (being Trustees appointed for the said Creditors) the Sum of 400 l. *per Annum*, to be issuing and paid out of the said Manors of *T.* and *C.* and also the further Sum of 200 l. *per Annum*, to be issuing and paid out of the Barony and Lands in the County of *C.* after the Death of the said Countess Dowager of *J.* his Mother, for and during the natural Life of the said Earl, the said yearly Sum of 400 l. and 200 l. respectively to be paid, clear of all Taxes, Charges and Deductions whatsoever, unto the said Sir *T. S. Knt. T. B. J. M. and N. P.* on *Michaelmas-Day* and *Lady-Day* in every Year, by equal half yearly Payments; the first of which half-yearly Payments, as to the said 400 l. *per Annum*, to be issuing and paid out of the said Manors of *T.* and *C.* to commence and to be paid out of the Rents of the said Manors which shall become due on *Michaelmas-Day* next, and the first of the said half-yearly Payments of the said 200 l. *per Annum*, out of the Estate in *C.* to begin on such of the said Feast-Days as shall next happen after the Death of the said Countess Dowager of *J.* and the said several Payments to continue during the natural Life of the said Earl, for and during and until such Time as all the said Creditors shall be fully paid and satisfied their respective Debts, in Proportion according to the several Sums of Money due to them respectively, and the said half-yearly Payments of the said Sum of 400 l. and 200 l. respectively, to be by them the said Sir *T. S. Knt. T. B. J. M. and N. P.* when and as the same shall be by them received (after all their reasonable Charges first deducted), applied and paid to all the said other Creditors executing these Presents, in equal Proportions according to the Quantum of their said respective Debts hereunder mentioned. **And** the said Earl doth hereby, for himself and his Assigns, appoint and direct all and every the said Tenants and Lessees at *C.* and *T.* aforesaid to pay or cause to be paid their several and respective Rents unto the said Sir *T. S. Knt. T. B. J. M. and N. P.* until they shall have received the full Sum of 200 l. *per Annum*, to be paid respectively as aforesaid; **And** doth further covenant and agree to and with the said Sir *T. S. Knt. T. B. J. M. and N. P.* their Executors and Administrators, that he the said Earl shall and will, at or upon the reasonable Request in Writing of the major Part of his said Creditors signing and sealing these Presents, well and sufficiently grant and assign any other Manor, as Counsel shall advise, unto the said Sir *T. S. Knt. T. B. J. M. and N. P.* and their Assigns, the said respective Sums of 400 l. and 200 l. *per Annum* to be paid out of the said respective Manors and Lands as aforesaid, until all the said several and respective Debts shall be fully paid and satisfied; **In Consideration** of which Assignment by him the said Earl made of the said yearly Sum of 400 l. out of the said Estate in *B.* and out of the said yearly Sum of 200 l. so made by the said Earl out of his *C.* Estate, payable in Manner aforesaid, to the said Sir *T. S. Knt. T. B. J. M. and N. P.* their Executors, Administrators and Assigns, upon the Trusts, Intents and Purposes aforesaid, they the said several and respective Parties being Creditors of the said Earl signing and sealing thereof, and each and every of them for him and herself, and for his and her respective Executors and Administrators, do hereby severally and jointly covenant and agree with the said Earl, his Executors and Administrators, in Manner following, (to wit), That they the said Creditors, and each and every of them, for his and her Part, shall and will accept and take the said yearly Sums of 400 l. and 200 l. so to be assigned and paid in Manner as aforesaid, for and towards the Discharge of their said respective Debts under written, and now due to them from the said Earl, and in Satisfaction thereof, during the Life of the said Earl, and that they the said Creditors, or any or either of them, their respective Executors or Administrators, shall not, nor will at any Time from henceforth next ensuing, arrest, sue or trouble, attach or molest, either the said Earl or any of his Goods and Chattels whatsoever, for or on Account of their said respective Debts now due to them as aforesaid. **Provided always,** that it shall be lawful for the said several and respective Creditors, in Case of the Death of the said Earl, to demand, sue for and recover their several and respective Debts, which shall then remain due and unpaid to them respectively, forth and out of his the said Earl's Assets or Personal Estate which shall be left him at his Decease; **And** the said *W.* Earl of *I.* doth hereby make, constitute and appoint the said Sir *T. S. Knt. T. B. J. M. and N. P.* his lawful Attornies, irrevocable in his Name and Stead, but to the proper Use and Behoof of his said Creditors signing and sealing these Presents, and in Trust for them to demand, recover and receive,

receive, of and from his said Tenants and Lessees of the Manors of C. T. and R. the said several and respective Sums of 400*l.* and 200*l.* *per Annum*, from Time to Time as the same shall respectively come due and payable to them by Virtue of these Presents, until all the said respective Debts and Sums of Money hereunder written shall be fully satisfied, discharged and paid; and the said Earl doth hereby give and grant unto the said Sir T. S. Knt. T. B. J. M. and N. P. full Power and Authority to acquit, release and discharge the said Tenants of and for the said several and respective Sums of 400*l.* and 200*l.* *per Annum*, and also in his Name to sue for and recover the said several Sums respectively, when and so often as the same shall become due and payable, in Case of Non-payment or Failure in Payment thereof, according to the true Intent and Meaning of these Presents. **In Witness, &c.**

Assignment of a Salary to two Friends to pay to Creditors their full Debts, &c.

THIS Indenture Tripartite, &c. Between J. S. of the first Part, R. H. and B. R. of the second Part, B. B. T. T. W. W. and the several other Creditors of the said J. S. who have hereunto subscribed and set their Hands and Seals, of the third Part. **Whereas** the said J. S. on the Day of the Date hereof, is justly indebted unto his said Creditors executing these Presents, in the several Debts or Sums of Money as are particularly mentioned and set forth against their respective Names in the Schedule hereunder written; **Which Debts**, by Reason of many great Losses and other Misfortunes, he the said J. S. is not at present able to pay, **But** being willing and desirous to pay to his said Creditors their respective full Debts, hath agreed to pay and assign unto them the said R. H. and B. R. the yearly Sum of 40*l.* Part of his Salary and Fees as Messenger to the House of Commons, and that the same should be by them paid unto his said Creditors, until such Time as they shall be paid the Sum of 12*s.* in the Pound, in Part of their said respective Debts; and afterwards the yearly Sum of 20*l.* out of his said Salary and Fees, until such Time as all his said Creditors executing these Presents shall be paid their said respective Debts, in such Manner as herein after is mentioned; **And** they the said R. H. and B. R. for and on the Behalf of the said J. S. have agreed that they, during such Time only as he the said J. S. shall continue and be a Messenger to the House of Commons, will pay the said yearly Sum of 40*l.* so to be assigned to them as aforesaid for Payment of the Sum of 12*s.* in the Pound to the said Creditors; and in Case the said J. S. shall make Default in Payment of the said yearly Sum of 40*l.* that then they the said R. H. and B. R. out of their own proper Monies will pay the yearly Sum of 40*l.* to the said Creditors, until such Time only as they shall be respectively paid 12*s.* in the Pound in Part of their said respective Debts during the Time aforesaid, in such Manner as herein after is also mentioned; **And** the said R. H. and B. R. on Payment of the said other herein after assigned yearly Sum of 20*l.* during the Time of their Receipt thereof, have agreed to pay the same unto the said Creditors in full Discharge of their said respective Debts, in such Manner as herein after is likewise mentioned; **And** they the said Creditors, in Consideration of Payment of the said several yearly Sums of 40*l.* and 20*l.* to them as herein after mentioned, **Have** agreed to accept of such yearly Payments, and on Payment thereof to give him general Releases for the same, and that they in the mean Time will not sue, molest or trouble the said J. S. either in his Person, Goods and Chattels, in such Manner as herein after is likewise mentioned. **Now this Indenture witnesseth**, That the said J. S. (in Pursuance of his said recited Agreement, and for the End, Intent and Purpose herein before and after mentioned, and also for and in Consideration of the Sum of 5*s.* of, &c. to him paid by the said R. H. and B. R. at or before the executing of these Presents, the Receipt whereof is by him thereby acknowledged, and for other good Considerations him moving) **hath** bargained, sold, assigned, transferred and set over, and by these Presents, **he** the said J. S. **Doth** freely, clearly and absolutely bargain, &c. unto the said J. H. and B. R. as well the yearly Sum of 40*l.* Part of his Salary and Fees to be issuing and payable to him as one of the Messengers of the said House of Commons, as also the further yearly Sum of 20*l.* to be issuing and payable out of his Salary and Fees as aforesaid, and all the Right, Interest, Property, Claim and Demand whatsoever or howsoever of him the said J. S. of, in and to the said hereby assigned several yearly Sums of 40*l.* and 20*l.* and of, in and to every Pary thereof; **To have**, hold, receive, take and enjoy the said hereby assigned yearly Sum of 40*l.* unto the said R. H. and B. R. their Executors, Administrators and Assigns, from henceforth for and during, and until such Time only, as all and every the Creditors of the said J. S. executing these Presents, shall be fully paid the Sum of 12*s.* in the Pound towards Discharge of their said respective Debts in the said Schedule mentioned, in such Manner as herein after is mentioned and expressed; **And to have**, hold, receive, take and enjoy the said hereby assigned yearly Sum of 20*l.* unto the said R. H. and B. R. their Executors, Administrators and Assigns, from the Time of Determination of Payment of the said yearly Sum of 40*l.* for and during and until such Time only

Recital of Debts owing, not able to pay, but is willing to assign Part of his Salary in Satisfaction, &c.

Assignees agree to pay Creditors.

First Consideration, Assignment of Part of Salary.

Desirous to
pay the Salary.

Covenant to
pay the Cre-
ditors 12 s. in
the Pound.

Second Con-
sideration,
As to Credi-
tors Accep-
tance of Mo-
nies payable
as above, gi-
ving Releases,
&c. and in the
mean Time
not to sue, &c.

as the further Sum of 8 s. in the Pound, Residue of the said 20 s. in the Pound, shall be to them the said several Creditors fully paid and satisfied their said several and respective Debts, in such Manner as herein after is also mentioned and expressed; And the said J. S. doth hereby request, desire and direct — Esq; the present Serjeant to the said House of Commons and his Successors, to pay unto the said R. H. and B. R. their Executors, Administrators or Assigns, during such Time as he the said J. S. shall continue and be a Messenger to the said House of Commons, the several yearly Sums of 40 l. and 20 l. so respectively payable to them the said R. H. and B. R. during the Time aforesaid, and that their Receipts shall be as good and effectual Receipts and Discharges to him or them, as if the same had been actually given and signed by him the said J. S. And each of them the said R. H. and B. R. for themselves and for their respective Executors and Administrators, do hereby severally covenant, promise and agree, to and with each and every of them the said Creditors executing these Presents, their Executors, Administrators and Assigns, in Manner as follows, viz. That they the said R. H. and B. R. their Executors, Administrators or Assigns, on Receipt of the said herein before assigned yearly Sum of 40 l. shall and will, upon Receipt thereof, pay the same unto the said Creditors executing these Presents, and to their respective Executors, Administrators or Assigns, as Part of and towards Discharge of their said Debts in equal Proportions, and that according to the Quantum of their said several and respective Debts in the said Schedule mentioned; And further, that in Case the said hereby assigned yearly Sum of 40 l. shall not be paid to them the said R. H. and B. R. as aforesaid; then and in such Case, but not otherwise, they the said R. H. and B. R. or one of them, their or one of their Executors or Administrators, shall and will, during such Time only as he the said J. S. shall continue a Messenger to the said House of Commons, but no longer, out of their own proper Monies well and truly pay or cause to be paid unto each and every of the said Creditors executing these Presents, and to the respective Executors, Administrators and Assigns, the said yearly Sum of 40 l. as Part of and in Discharge of their said several and respective Debts in the said Schedule mentioned, in Manner as aforesaid, to be paid to them respectively by equal half-yearly Payments on the two Feast-Days following, (to wit), on the Nativity of St. John the Baptist, and the Birth of our Lord Christ; the first of which half-yearly Payments to begin and be made on the Feast-Day of St. John the Baptist now next ensuing, and so to continue payable until such Time only as they the said several Creditors shall respectively be fully paid the said Sum of 12 s. in the Pound, towards Discharge of the said several Debts as aforesaid; And the said R. H. and B. R. for themselves, and for their Executors, Administrators and Assigns, do hereby further covenant, promise and agree, to and with the said Creditors executing these Presents, that they the said R. H. and B. R. their Executors, Administrators or Assigns, from and after Payment of the said yearly Sum of 40 l. in Manner as aforesaid, on Receipt of the said other yearly Sum of 20 l. so assigned to them as aforesaid, shall and will upon Receipt thereof, after deducting thereout all such Costs, Charges, Expences and Damages, which they shall pay, sustain or be put unto, on Account, or for or in Respect of their receiving or paying the said hereby assigned yearly Sum of 20 l. and which he the said J. S. doth hereby impower and direct them so to do, well and truly pay the same to all and every the Creditors executing these Presents, and to their respective Executors, Administrators and Assigns, for and during and until such Time only as they the said Creditors and their respective Representatives shall be fully paid their respective Debts of 20 s. in the Pound in the said Schedule mentioned; the said yearly Sum of 20 l. so payable to the said Creditors in Manner as aforesaid, to be paid to them the said Creditors respectively by equal Proportions on the two half-yearly Feast-Days, according to the Quantum of their said respective Debts, until the same shall be fully paid and satisfied; the first of which Payments of the said yearly Sum of 20 l. to begin and be made on such of the two Feast-Days as shall next happen after Determination of Payment of the said yearly Sum of 40 l. And this Indenture witnesseth, That they the said Creditors executing these Presents (in Pursuance and Performance of their Part of the said recited Agreement, and in Consideration of their respective Debts so to be paid to them during the Time and in Manner as aforesaid, and for other good Considerations them moving) Do and each and every of them Doth for himself severally, and not the one for the other, and for his and their own respective Executors, Administrators and Assigns, only severally covenant, promise and agree, to and with the said J. S. his Executors and Administrators, by these Presents, that they the said Creditors will accept of the said yearly Sum of 40 l. and 20 l. so to be paid during the Continuance of his being a Messenger, and Payment to them of their respective Debts at the several Times, and in Manner as aforesaid; And that they the said Creditors, upon such full Payment of their said respective Debts, shall and will, at the Request and Charge of the said J. S. his Executors and Administrators, give unto him and them a full and sufficient Release and Discharge for the same; And further, that they the said Creditors executing these Presents, and each and every of them, doth hereby give and grant unto the said J. S. full and free Liberty,

Liberty, Licence and safe Conduct to go, come, abide, sojourn, pass and repass with his Goods and Chattels, to or at any Place or Places whatsoever and wheresoever, and at all Times from the Date hereof, in such Manner as he shall think fit; And that in Case the said J. S. shall at any Time in his Person, Goods or Chattels, during the Time aforesaid, be arrested, troubled, attached or molested by any of the said Creditors, or by their or any of their Act, Means, Consent or Procurement, for or on Account of any such Debt so now due from him as aforesaid, and be not thereof forthwith released and discharged; then and in such Case the said J. S. shall from thenceforth, and is and shall by Virtue of these Presents be absolutely acquitted, released or discharged, of and from every such Debts so now due to every such Creditor, who shall so arrest, trouble, attach or molest the said J. S. during the Time aforesaid, contrary to the true Intent and Meaning of these Presents. In Witness, &c.

An Assignment of 5l. (payable by a Box-Club at the Death of the Assignor, to his Executors, Administrators or Assigns) to a Creditor in Satisfaction of his Debt.

Tall Persons, &c. I S. W. of, &c. (a Member of a Society or Box-Club held at the Bell-Alehouse in, &c. send Greeting. Whereas I the said S. W. am now justly indebted unto J. N. of, &c. in the Sum of 5l. And whereas the Executors, Administrators or Assigns of me the said S. W. at my being a Member of the said Society or Box-Club, will be intitled to receive the Sum of 5l. from the said Club immediately after my Death: Now these Presents witness, that in Regard I am not able to pay the said J. N. the said Sum of 5l. so due from me to him as aforesaid, and being desirous to secure Payment thereof, and for which Purpose I the said S. W. do hereby oblige and bind myself, my Executors and Administrators, unto the said J. N. his Executors, Administrators and Assigns, in the Penal Sum of 10l. of lawful Money, for the true Payment of the said Sum of 5l. unto the said J. N. his Executors, Administrators and Assigns; the same to be paid to him and them within the Space of 14 Days next after my Death; And I do hereby give, grant, assign and bequeath unto the said J. N. his Executors, Administrators and Assigns, the said Sum of 5l. so payable after my Death by the said Society or Box-Club at the Time and in Manner as aforesaid; And I do hereby request, direct and empower the then Steward or Stewards of the said Society or Box-Club to pay the said Sum of 5l. unto the said J. N. his Executors, Administrators or Assigns, after my Death accordingly; and that his or their Receipt for the same shall be as good and effectual Discharges for the same 5l. as if the same had been signed and given by my Executors or Administrators. In Witness, &c.

An Assignment by several Creditors (to whom two Copartners the Debtors had assigned a Bond, Annuity and Mortgage in Satisfaction of their Debts, the Surplus to the Assignors) to Trustees for all the Creditors of the said Copartners, and by the Copartners, of Debts in a Schedule upon the same Trusts; and one of the Creditors covenants to pay a Sum of Money which is to be applied to the same Uses.

THIS Indenture Quadripartite, &c. Between W. P. and W. T. both of, &c. Copartners, of the first Part, E. P. Citizen and Poulterer of London, R. T. of, &c. Founder, and J. T. of, &c. Weaver, of the second Part, J. S. of, &c. Malster, S. S. of, &c. Gent. J. D. of, &c. Hop-Merchant, three of the Creditors of the same W. P. and W. T. and Trustees nominated by the rest of the Creditors of the said W. P. and W. T. (Parties hereto) of the third Part, and J. Y. of, &c. Malster, J. T. of the, &c. Malt-Factor, G. H. of, &c. Malster, J. C. of, &c. W. C. of, &c. Back-Maker, J. B. of, &c. Bricklayer, H. E. of, &c. Plumber, J. A. of, &c. Farrier, R. C. of, &c. Lighterman, P. S. of, &c. Hoop-Bender, J. S. of, &c. Cooper, H. F. of, &c. Sadler, T. R. of, &c. Coal-Merchant, J. S. O. of, &c. Distiller, S. H. Widow, Executrix of her late Husband E. H. late of, &c. Collar-Maker deceased, W. B. of, &c. Esq; H. P. of, &c. Malster, and J. F. of, &c. Gent. other of the Creditors of the said W. P. and W. T. of the fourth Part. Whereas Copartners in the said W. P. and W. T. are and stand justly and truly indebted unto the said several Persons Debt. herein before mentioned to be their Creditors in divers Sums of Money to them respectively due and owing, and by Reason of several great Losses and Misfortunes which have happened Unable to unto them the said W. P. and W. T. they are hereby rendered unable to pay unto the said pay. Creditors their whole Debts; but in Order to make unto the said Creditors the utmost Recompence and Satisfaction for their said Debts, which they are capable of making, they the said W. P. and W. T. have proposed to make an absolute Assignment of the several Debts, by the Schedule or Inventory of Debts herein after contained or mentioned, due to the said W. P. and Debts due as W. T. in the Schedule.

Agreement
for Assign-
ment.
A Bond Debt
due.

Recital of a
Mortgage to
secure a Sum
payable out of
an Annuity to
the Assignors.

W. T. from the several Persons in the same Schedule or Inventory mentioned, unto the said *J. S. S. S.* and *J. D.* at the Nomination and Appointment of the said other Creditors of the said *W. P.* and *W. T.* Parties thereto, in Trust for themselves and the said other Creditors, in such Manner as is herein after mentioned: **And whereas** *D. E.* of, *Esq.* Victualler, by one Obligation, or Writing obligatory, bearing Date the, *Esq.* became bound unto the said *W. P.* and *W. T.* in the Sum of 200*l.* of, *Esq.* with Condition thereunder written, for Payment of 100*l.* with lawful Interest for the same, to the said *W. P.* and *W. T.* on, *Esq.* then next ensuing: **And whereas**, by one Indenture *Tripartite*, bearing Date, *Esq.* *B. S.* of, *Esq.* one of the Sons of *B. S.* deceased, who was Son of *F. S.* deceased, of the first Part, *P. L.* of *L.* *Esq.* Gent. of the second Part, and the said *W. P.* and *W. T.* of the third Part, *Reciting*, that *F. S.* late of, *Esq.* by his last Will, *Esq.* did give, *Esq.* to his Trusty Friends *G. L.* and *M. H.* their, *Esq.* all that his the said Testator's Annuity of 77*l. per Annum*, issuing out of the Excise of Beer, Ale and other Liquors, or from and out of some other Parliamentary Fund or Security, and was payable to him the said Testator out of the Exchequer, in Trust and Confidence, the Issues and Profits of the said Annuity, to his the said Testator's Son *B. S.* for that they should give and pay, and during the Term of his natural Life, and from and after his Decease, to and amongst such Children of the said *B. S.* as should be living at the Time of his Death, Share and Share alike, for and during the Rest and Residue of the Term then to come and unexpired in the said Annuity; and of his said Will the said Testator made the said *G. L.* and *T. D.* and *J. H.* Executors, who duly proved the said Will, and since the Death of the said Testator the said *B. S.* the said Testator's Son, also departed this Life, leaving at the Time of his Death six Children, whereof the said *B. S.* Party to the same Indenture *Tripartite*, was one, and thereby well intitled to one sixth Part of the said Issues and Profits of the said Annuity; *And also reciting* that the said *B. S.* Party to the same Indenture *Tripartite*, was on the Day of the Date thereof justly and truly indebted to the said *W. P.* and *W. T.* in the full Sum of 108*l. 10s.* and that for securing the Payment of the said Sum of 108*l. 10s.* so due as aforesaid from the said *B. S.* Party to the said Indenture *Tripartite*, to the said *W. P.* and *W. T.* the said *B. S.* Party to the same Indenture *Tripartite*, agreed, and thereby did agree to assign and assure all the Right, Title, Interest and Share, Benefit, Claim and Demand whatsoever, of him the said *B. S.* Party to the same Indenture *Tripartite*, of, in, to or out of the said Annuity or yearly Income of 77*l.* before mentioned, unto the said *P. L.* his, *Esq.* in such Manner and for such Uses and Intents as in the same Indenture *Tripartite* are after mentioned, **He** the said *B. S.* Party to the said Indenture *Tripartite*, for the Considerations aforesaid, and for divers other, *Esq.* *Did* grant, *Esq.* assign, *Esq.* unto the said *P. L.* his, *Esq.* all that the one full sixth Part or Share of the said *B. S.* Party, *Esq.* of and in the said Annuity of 77*l. per Annum*, and all the Estate, *Esq.* for and during all the Rest, *Esq.* of the Term then to come and unexpired of and in the said Annuity; *And* the better to enable the said *P. L.* to recover and receive the said sixth Part or Share of the said Annuity, the said *B. S.* Party, *Esq.* *Did* nominate, *Esq.* the said *P. L.* his true, *Esq.* to ask, *Esq.* of the said *G. L.* and *M. H.* and each of them, and also to ask, demand and receive out of his Majesty's Exchequer, of and from the Lord High Treasurer or the Lords Commissioners for executing the Office of Lord High Treasurer of *Great Britain* for the Time being, or such other Person or Persons who ought to pay the same, the said sixth Part or Share of the Issues and Profits of the said Annuity of 77*l. per Annum*, until the said sixth Part or Share of the same Annuity could be sold; and as soon as the same could be sold, to sell and dispose of the same to any Person or Persons whatsoever, for the best Price that could be got for the same; *In Trust nevertheless*, and to the Intent and Purpose that the said *P. L.* his Executors, Administrators and Assigns, did and should dispose of, and apply all such Monies as he should receive by Virtue of the said Indenture, either out of the Issues or Profits of the said Annuity or by Sale thereof, to the Uses and Purposes therein after mentioned, that is to say, In the first Place, that the said *P. L.* his, *Esq.* did and should out of all such Monies, pay and satisfy unto the said *W. P.* and *W. T.* the said Sum of 108*l. 10s.* then due and owing to them as aforesaid, and after Payment thereof, and all Costs and Charges relating to the Execution of the said Trust, did and should pay the Overplus of such Money unto the said *B. S.* Party, *Esq.* his, *Esq.* and in and by the said Indenture *Tripartite*, *It is further recited*, that the said *F. S.* in and by his said last Will and Testament before mentioned, *Did* give, devise and bequeath all that his Reversion in Fee-Simple expectant upon the Estate for Life, of one *E. H.* Wife of *W. H.* of one fifth Part of several Houses and Lands in *W.* and elsewhere in the County of *M.* which Estate was, at the Time of making the said Will, and on the Day of the Date of the said Indenture, the Jointure of the said *E. H.* and of the yearly Value of 329*l. per Annum* or thereabouts, to all his the said Testator's Grand Children that should be living at the Time of his Death; *To have and to hold* to them, their Heirs and Assigns for ever in common, Share and Share alike; and it is also thereby *recited*, that the said *B. S.* Party, *Esq.* by Virtue of the said Will, as

one of the Grand Children of the said *F. S.* was seized in Fee-simple, expectant on the Estate for Life of the said *E. H.* of and in one full ninth Part of a fifth Part of the same Houses and Lands; and in and by the same Indenture *It is further witnessed*, that for the further and better securing the Payment of the said Sums of 108 *l.* 10 *s.* together with lawful Interest for the same, after the Rate of 5 *l.* per Cent. per Ann. unto the said *W. P.* and *W. T.* their, &c. and for other, &c. He the said *B. S.* Party, &c. Did demise, &c. unto the said *P. L.* all that one full ninth Part of the said fifth Part of the said Houses, &c. mentioned or intended to be devised in and by the said last Will and Testament of the said *F. S.* and also all other the Messuages, &c. whatsoever of him the said *B. S.* Party, &c. lying and being in *W.* as aforesaid, or elsewhere in, &c. To have, &c. the said, &c. unto the said *P. L.* his, &c. from, &c. for 500 Years, without Impeachment, &c. In Trust nevertheless for the said *W. P.* and *W. T.* their Executors, Administrators and Assigns, and for the further and better securing to them the Payment of the said Debt of 108 *l.* 10 *s.* and Interest so due unto them as aforesaid, and to or for no other Use, Intent or Purpose whatsoever: And whereas, by one other Indenture Recital of Tripartite, made, &c. Between the said *W. P.* and *W. T.* of the first Part, the said *E. P.* of Assignment of the second Part, and the said *R. T.* and *J. T.* of the third Part, Reciting, amongst other said Bond, Things, to the Effect herein before recited, of and concerning the said Bond from the said Annuity and Mortgage to *D. E.* and the said Mortgage or Security from the said *B. S.* and also reciting, that the said *W. E. P.* with *P.* and *W. T.* then were and stood indebted to the said *E. P.* in several Sums of Money Consent of *R. T.* and *J. T.* therein particularly mentioned, and which do amount in the Whole unto the Sum of 1500 *l.* and that the said *W. P.* and *W. T.* then also were and stood indebted unto the said *R. T.* in the Sum of 200 *l.* and to the said *J. T.* in the Sum of 200 *l.* with the Interest for the same Sums of Money then due to the said *E. P.* *R. T.* and *J. T.* respectively, in such Manner as is therein particularly mentioned, and also reciting, that for the better securing, and for and towards Payment and Satisfaction of the said several principal Sums of Money, and Interest due and to grow due for the same, to the said *E. P.* *R. T.* and *J. T.* respectively, they the said *W. P.* and *W. T.* had proposed and agreed, amongst other Things, to assign the said Bond from the said *D. E.* to the said *W. P.* and *W. T.* and also the said Mortgage or Security from the said *B. S.* to the said *W. P.* and *W. T.* and all Monies due or to grow due for Principa and Interest on the same Bond and Mortgage from the said *D. E.* and *B. S.* respectively to the said *E. P.* in such Manner as is therein after mentioned; They the said *W. P.* and *W. T.* for the Considerations aforesaid, Did, inter alia, grant, transfer, assign and set over, unto the said *E. P.* (at the Nomination, and by and with the Consent and Approbation of the said *R. T.* and *J. T.* testified, &c.) his, &c. the said Obligation or Writing obligatory from the said *D. E.* to the said *W. P.* and *W. T.* and all the Benefits, Commodity, Sum and Sums of Money that might be obtained, gotten or received, by Reason or Means of the same Obligation; And the said *W. P.* and *W. T.* Did also for the Considerations aforesaid, grant, &c. unto the said *E. P.* (at the like Nomination, and by and with the like Consent and Approbation of the said *R. T.* and *J. T.* testified as aforesaid), his Executors, Administrators and Assigns, All that the said one full sixth Part or Share of and in the aforementioned Annuity of 77 *l.* per Annum, and the Issues and Profits thereof, and all the Estate, &c. of them the said *W. P.* and *W. T.* or either of them, of, in, to or out of the same Annuity, for and during all the Rest, &c. of the Term then to come and unexpired, of and in the said Annuity; And also all that one full ninth Part of the said fifth Part of the said House, &c. at *W.* aforesaid, and all other the Lands, &c. granted, &c. by the said Indenture dated, &c. and all the Estate, &c. of them the said *W. P.* and *W. T.* or either, &c. of, in, &c. And all and every Sum and Sums of Money, due or to grow due, by Virtue or Means of the same Indenture, together with the same Indenture; To hold the same Messuage, &c. to the said *E. P.* his, &c. for, &c. all the Residue, &c. of the said Term of 500 Years therein, &c. Subject nevertheless to the Power and Equity of Redemption of the same Premises by the said *B. S.* his Heirs, &c. in which the said Indenture, dated, &c. is contained a Proviso and Declaration by all the Parties thereto, that the Assignment therein contained of the said Bond from the said *D. E.* and of the said sixth Part of the said Annuity, and of the said Mortgage of the said Messuages, &c. at *W.* were so made as aforesaid to the said *E. P.* in Trust, that In Trust, he should, amongst other Things, get in and receive the said several Sums of Money due from the said *B. E.* and *B. S.* respectively as aforesaid, and that by and out of the Money arising thereby, and by Sale of divers other Things, by the same Indenture bargained, sold and assigned to the said *E. P.* by the said *W. P.* and *W. T.* he the said *E. P.* should in the first Place retain all such Costs and Expences as he should sustain or be put unto, in or about to pay the Execution of the Trust thereby in him reposed, and should out of the Residue thereof Charges. divide and pay to himself and the said *R. T.* and *J. T.* their said respective principal Debts, Residue to pay *R. T.* and *J. T.* their Debts. and all Interest thereof, if the same should be sufficient for that Purpose, and should pay the Overplus to pay the Assignors. Overplus to

pay the said *E. P. R. T.* and *J. T.* the whole of their said principal Debts and Interest, then that the said *E. P.* should pay and divide such Residue to and amongst himself and the said *R. T.* and *J. T.* equally in Proportion to the respective Sums of Money due to them respectively, for their said principal Debts and Interest thereof, as in and by the same last recited Indenture, Relation, &c. **And whereas** for and towards further Payment and Satisfaction of the said Debts so due and owing, as aforesaid, from the said *W. P.* and *W. T.* to their said several Creditors herein before mentioned, Parties hereto, they the said *E. P. R. T.* and *J. T.* have proposed and agreed to assign the said Bond from the said *D. E.* to the said *W. P.* and *W. T.* and also the said Mortgage or Security from the said *B. S.* to the said *W. P.* and *W. T.* and all Money due and to grow due for Principal and Interest on the same Bond and Mortgage from the said *D. E.* and *B. S.* respectively, to the said *J. S. S. S.* and *J. D.* in Trust for themselves and the said other Creditors, Parties hereto, of the said *W. P.* and *W. T.* in such Manner as is herein after mentioned: **And whereas**, for and towards further Payment and Satisfaction of the said Debts so due and owing, as aforesaid, from the said *W. P.* and *W. T.* to their said several Creditors, (Parties hereto), the said *E. P.* has proposed and agreed to give and pay unto the said *J. S. S. S.* and *J. D.* the Sum of 50*l.* in Trust for themselves and the said other Creditors of the said *W. P.* and *W. T.* as aforesaid: **And whereas** all the said Creditors, Parties hereto, of the said *W. P.* and *W. T.* for and in Consideration of such Assignment to be made, as aforesaid, of the said Debts in the said Schedule herein after contained, and of the said Bond from the said *D. E.* and the said Mortgage or Security from the said *B. S.* and also of the said 50*l.* to be paid by the said *E. P.* as aforesaid, have, and every of them hath consented and agreed to accept and take the same, in full Recompence and Satisfaction for all and every of their several Debts and Demands whatsoever, to them or any of them due or owing from the said *W. P.* and *W. T.* and in Consideration thereof absolutely to release and acquit the said *W. P.* and *W. T.* of and from all such Debts and Demands in such Manner as is herein after mentioned: **Now this Indenture witnesseth**, That in Pursuance of the said Agreement herein before contained on the Part and Behalf of the said *W. P.* and *W. T.* and in Consideration of the Sum of 5*s.* a-piece to them the said *W. P.* and *W. T.* now in Hand paid at and before the Sealing and Delivery hereof, by the said *J. S.* and *S. S.* and *J. D.* the Receipt whereof is hereby acknowledged, they the said *W. P.* and *W. T.* **Have**, and each of them **Doth** assigned, transferred and set over, and by these Presents **Do** and each of them **Doth** fully, &c. unto the said *J. S. S. S.* and *J. D.* at the Nomination, and by and with the Consent, Direction and Appointment of all the said other Creditors, Parties hereto, testified by their being Parties to, and Sealing and Executing of these Presents, their Executors, Administrators and Assigns, the several Debts due unto the said *W. P.* and *W. T.* in the Schedule herein after contained, mentioned and comprised, and all other the Debts now due and owing to them the said *W. P.* and *W. T.* **To have**, hold, receive and take the same, unto the said *J. S. S. S.* and *J. D.* their Executors, Administrators and Assigns, to and for the Purposes, and upon the Trust herein after more particularly specified and declared of and concerning the same. **And** the said *W. P.* and *W. T.* for themselves, &c. hereby covenant, &c. to and with the said *J. S. S. S.* and *J. D.* their, &c. in Manner, &c. that they the said *W. P.* and *W. T.* or either of them, have not acquitted, released or otherwise discharged the said Debts in the Schedule herein after contained and mentioned, nor the said Debts due as aforesaid from the said *D. E.* and *B. S.* or any of them, or any Part of them, or any of them, nor shall nor will at any Time or Times hereafter, receive, release or discharge the same or any of them, or wittingly or willingly disown, discontinue or become nonsuit in any Action or Suit to be brought or commenced for Recovery of them or any of them, without the Consent in Writing under the Hands of the said *J. S. S. S.* and *J. D.* or some or one of them first had and obtained; **But** will at all Times hereafter do any such further reasonable Act or Acts as shall be required, for the better enabling the said Trustees to recover and receive the said Debts. **And this Indenture further witnesseth**, That for and in Pursuance and Performance of the said Agreement herein before mentioned or contained, on the Part or Behalf of the said *E. P. R. T.* and *J. T.* to be performed, the said *E. P.* by and with the Direction and Approbation of the said *R. T.* and *J. T.* testified by their being Parties to, and Sealing and Executing of these Presents, and also the said *R. T.* and *J. T.* and also the said *W. P.* and *W. T.* by and with the Direction and Approbation of the said *E. P. R. T.* and *J. T.* testified as aforesaid, **Have** and each and every of them **Doth** granted, transferred, assigned and set over, and by, &c. **Do** and each and every of them **Doth** grant, &c. unto the said *J. S. S. S.* and *J. D.* at the like Nomination, and by and with the like Consent and Approbation of the said other Creditors, Parties hereto, testified as aforesaid, their Executors, Administrators and Assigns, **The** said Obligation or Writing obligatory from the said *D. E.* to the said *W. P.* and *W. T.* and all the Benefit Commodity, Sum and Sums of Money that may or can be obtained, gotten or received, by Reason

For further Payment of Debts to the Creditors, Parties hereto, *E. P. R. T.* and *J. T.* agree to assign said Bond and Mortgage to the Trustees herein, in Trust for themselves and the other Creditors; and *E. P.* agrees to pay them 50*l.*

The Creditors, in Consideration of Assignments, agree to accept them in full.

Assignment by the Partners of their Debts in the Schedule.

Upon Trust. The Copartners covenant that they have not discharged their Debts due to them.

Further Act.

Assignment of the Bond by the Creditors to whom the same was before assigned to the Trustees herein,

or Means of the same Obligation. And this Indenture also witnesseth, That for the Considerations aforesaid, and for and in Consideration of the Sum of 5*s.* a-piece to the said *E. P. R. T.* and *J. T.* in Hand paid by the said *J. S. S. S.* and *J. D.* the Receipt, &c. and for divers other, &c. the said *E. P.* by and with the like Direction and Approbation of the said *R. T.* and *J. T.* testified as aforesaid, and also the said *R. T.* and *J. T.* have and each and every of them hath granted, &c. and by, &c. do and each and every of them doth grant, Annuity, &c. unto the said *J. S. S. S.* and *J. D.* at the like Nomination, and by and with the like Consent and Approbation of the said other Creditors, Parties hereto, testified as aforesaid, their Executors, Administrators and Assigns, all that the aforesaid one full sixth Part or Share of and in the aforementioned Annuity of 77*l.* per Annum, and the Issues and Profits thereof, and all the Estate, &c. of, in, to or out of the same Annuity, for and during all the Rest, Residue and Remainder of the Term now to come and unexpired of and in the said Annuity; And also all that one full ninth Part of a fifth Part of the said Houses, &c. at *W.* aforesaid, and all other the Lands, &c. whatsoever granted or decreed, demised in and by the said Indenture, dated, &c. with their, &c. and all the Estate, &c. of them the said *E. P. R. T. J. T. W. P.* and *W. T.* or any of them, of, in, &c. and also all and every Sum and Sums of Money, due or to grow due by Virtue or Means of the same Indenture, together with the same Indenture; To have and to hold the same Messuages, Lands, &c. unto the said *J. S. S. S.* and *J. D.* Habendum: their, &c. for and during all the Residue and Remainder of the said Term of 500 Years therein now to come and unexpired, in as large, ample and beneficial Manner and Form to all Intents and Purposes, as they the said *E. P. R. T. J. T. W. P.* and *W. T.* or any of them, might, could, should or ought to have had, held or enjoyed the same; Subject nevertheless to the Power or Equity of Redemption of the same Premises by the said *B. S.* his Heirs, Executors, Administrators or Assigns; And the said *E. P. R. T. J. T.* do by these Presents for themselves severally, and for their several and respective Executors and Administrators, and not jointly nor one of them for the other of them, nor for the Executors or Administrators of the other of them, covenant, &c. to and with the said *J. S.* and *S. S.* and *J. D.* their, &c. that they the said *E. P. R. T.* and *J. T.* or any of them, have not, nor hath received the Money due on the Bond herein before mentioned to be given and executed by the aforesaid *D. E.* or any Part thereof, nor otherwise released or discharged the same Bond, nor have not, nor hath received the said Sum of 108*l.* 10*s.* herein before mentioned to be due from the said *B. S.* or any Part thereof, or any Interest for the same, nor have not, nor hath made any former or other Grant, Bargain, Sale or Assignment of the said Messuages, &c. herein before assigned, or any Part thereof, nor done, or wittingly or willingly suffered to be done any Act, &c. whereby or wherewith the same Messuages, &c. is, are or may be any way impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever; And the said *W. P.* and *W. T.* do hereby make, constitute and ordain the said *J. S.* and *S. S.* Copartners and *J. D.* their true and lawful Attorney and Attornies irrevocable jointly and severally, and do give and grant unto them full Power and Authority in the Names of the said *W. P.* and *W. T.* or either of them, and in their Place and Stead to demand and receive all or any the several Sums of Money in the Schedule herein after contained mentioned, and also all Money due and to grow due on the Security herein before mentioned from the said *D. E.* and *B. S.* respectively, and to sue for and recover in any Court or Courts of Law or Equity, and before any Judge or Judges whatsoever, the same several Sums of Money; and also to release, acquit and discharge the same, and to do, and to cause to be done, all and every Act, Matter and Thing, for the Recovering, Obtaining and Getting in, Compounding, Releasing and Discharging the same, or any of them, which they the said *W. P.* and *W. T.* or either of them, in their own Persons or Person, may or might do or cause to be done; and also to detain and keep all such Money so to be received, to and for the Uses, and upon the Trust herein after mentioned, of and concerning the same; And the said *E. P.* for himself, &c. doth hereby covenant, &c. to and with the said *J. S. S. S.* and *J. D.* their, &c. that he the said *E. P.* his Heirs, &c. shall and will within two Calendar Months from the Day of the Date hereof, well and truly pay, or cause to be paid unto the said *J. S. S. S.* and *J. D.* their, &c. the Sum of 50*l.* of, &c. to and for the Uses, and upon the Trusts herein after mentioned; of and concerning the same. Proved always, and it is hereby declared and fully agreed by and between all the said Parties to these Presents, to be the true Intent and Meaning of them and of these Presents, that the Assignment of the Debts in the Schedule herein after contained mentioned, and also the said Assignment herein before contained of the said Bond from the said *D. E.* and also the said Assignment herein before contained of the said sixth Part of the said Annuity, and of the said Mortgage of the said Messuages, &c. at *W.* aforesaid, so made as aforesaid, and the said 50*l.* herein before covenanted to be paid by the said *E. P.* is so to be paid unto the said *J. S. S. S.* and *J. D.* their Executors, Administrators and Assigns, In Trust that they do and shall (after deducting and Retaining to themselves all such Costs, Charges and Expences, which they, or any of them, shall sustain or be put unto, in or about the Execution of the Trust hereby

hereby in them reposed) divide and pay all such Monies, as they, or any of them shall receive, by and out of the said Debts in the said Schedule mentioned, and of the said Debts so due as aforesaid from the said *D. E.* and *B. S.* respectively, and of the said 50*l.* so to be paid by the said *E. P.* as aforesaid, unto and amongst themselves, and all the said other Creditors of the said *W. P.* and *W. T.* Parties hereunto, in Proportion to their several and respective Debts to them due and owing respectively, without preferring one of the said Creditors before the other of them, for or in Respect, or by Reason that his or their Debt or Debts, is or are of an higher Nature in the Law than the other of them, but equally and proportionably, according to the respective Debts due and owing to all the said Creditors, Parties hereunto respectively, and not otherwise; **And this Indenture further witnesseth,** That as well the said *J. S. S. S.* and *J. D.* as all other the Creditors (Parties hereto) of the said *W. P.* and *W. T.* in Consideration of the Premises, and in Pursuance of the said recited Agreement on their Parts **Do** and each and every of them **Doth** by these Presents, for him and themselves severally and respectively, and for his and their several Executors, Administrators, Partners and Assigns, and not jointly, nor one of them for any other of them, nor for the Acts or Deeds of the other of them, or of the Executors, Administrators, Partners or Assigns of the other of them, covenant, *&c.* to and with the said *W. P.* and *W. T.* their, *&c.* that immediately after the Execution of these Presents by all the said Parties hereunto, they the said Creditors, Parties hereunto, and each and every of them, shall and will give, execute and deliver unto the said *W. P.* and *W. T.* their Executors and Administrators, one or more good and sufficient Release or Releases in the Law, of all Debts, Dues and Demands whatsoever, due and owing to them, or any of them, from the said *W. P.* and *W. T.* from the Beginning of the World to the Day of the Date of these Presents; **And also** shall and will deliver up to the said *W. P.* and *W. T.* to be cancelled, all and all Manner of Bills, Bonds, Notes, and other Securities for Money by them, or either of them, heretofore given or executed to the said Creditors, or any of them, and in Default of such Release or Releases being executed by any of the said Creditors as aforesaid, these Presents are and shall in Stead thereof be construed, deemed and taken to be, and is and are hereby declared to be a full and absolute Release and Bar in Law to each and every of the said Creditors, of and from all Demands whatsoever against the said *W. P.* and *W. T.* their Executors and Administrators, to the Day of the Date of these Presents; **And** the said *J. S. S. S.* and *J. D.* do for themselves severally and not jointly, and for their several Executors, *&c.* covenant, *&c.* to and with the rest of the Creditors of the said *W. P.* and *W. T.* Parties hereto, and to and with the said *W. P.* and *W. T.* and their respective Executors and Administrators, and every of them by these Presents, that they the said *J. S. S. S.* and *J. D.* or one of them, shall and will as soon as conveniently may be, use his and their best Means and Endeavours to get in and receive the several Debts and Sums of Money in the said Schedule mentioned and comprised; **And** the Monies or other Satisfaction arising by Receipt of such Debts, and by Receipt of several Sums of Money due from the said *D. E.* and *B. S.* respectively, and of the said 50*l.* from the said *E. P.* shall and will well and truly pay and divide unto and amongst themselves, and all and every other the Creditors of the said *W. P.* and *W. T.* Parties hereto, in equal Proportion to the several Debts to them severally and respectively due and owing from the said *W. P.* and *W. T.* (after deducting and retaining of all Cost, Charges and Expences by them the said *J. S. S. S.* and *J. D.* to be paid or sustained in and about the Premises, by Virtue or Means of the Trust hereby in them reposed); **And** all the said Creditors (Parties hereto) of the said *W. P.* and *W. T.* other than the said *J. S. S. S.* and *J. D.* **Do** hereby for themselves severally and not jointly, and for their several and not Joint Executors, *&c.* covenant, *&c.* to and with the said *J. S. S. S.* and *J. D.* their, *&c.* by, *&c.* that they the said Creditors (Parties hereto), other than the said *J. S. S. S.* and *J. D.* shall and will proportionably and with Respect had to the several Sums of Money to the said Creditors respectively due from the said *W. P.* and *W. T.* save harmless and keep indemnified the said *J. S. S. S.* and *J. D.* and their Executors and Administrators, of and from all Action and Actions, Suits, Damages, Costs and Expences which shall arise or happen to them, or either or any of them, by Reason or Means of their, or any or either of their Intermeddling or lawful Executing the Trust aforesaid. **Provided always,** and it is hereby fully concluded and agreed upon by and between all the said Parties to these Presents, that the said Trustees *J. S. S. S.* and *J. D.* their Executors or Administrators, shall and may, and are hereby declared to be at Liberty to make Composition or Compositions with any Debt or Debts of the said *W. P.* and *W. T.* for any of the Debts in the said Schedule of Debts hereunder written mentioned, and which the said *D. E.* and *B. S.* as they shall see convenient; and that the said Trustees, or any of them, shall not be answerable for any more than they respectively shall actually receive, or shall come to their Hands by Virtue and in Pursuance of the Trust aforesaid; and that neither of the said Trustees shall be any ways chargeable with or answerable for any Act, Deed, Receipt or Payments of the other of them, but for his and their own Acts only. **Provided also,** That if all and every the Parties to these present Indentures, or any one of them, shall not within two Months

to be divided amongst all the Creditors in Proportion to their respective Debts, without any Preference.

All the Creditors covenant to execute Releases,

and shall deliver up to the Trustees all Bills, Bonds, Notes, *&c.* to be cancelled; and in Default of executing Releases, these Presents to be a Release. The Trustees covenant to endeavour to get in the Debts, *&c.* and divide the Money, *&c.*

All the Creditors (except the Trustees) covenant to indemnify them from Actions, *&c.*

Power for Trustees to compound Debts,

not to be answerable for each other.

Proviso to make this

Months

Assignments.

459

Months from the Day of the Date hereof, duly seal and execute the same, then and in such Deed void if, all the Parties
 Case these Presents, and all and every the Covenants, Causes, Provisoos, Conditions and Agree- don't execute.
 ments herein contained, shall cease, determine and be utterly void and of none Effect, as if
 these Presents had never been made; any Thing therein contained to the contrary thereof in
 any wise notwithstanding.

*An Assignment by a Widow, and Executrix, of the Equity of Redemption of the mort-
 gaged Premises mentioned in one Schedule annexed, of Household Goods in a second
 Schedule annexed, and of the Debts owing to the Testator to three of the Testator's
 Creditors, on Behalf of themselves and the other Creditors; in Consideration whereof
 she is allowed the Use of Goods and Liberty of Purchasing them, and her Hus-
 band's Stock in Trade, and is to be paid some Money, &c. and released from
 his Debts.*

THIS Indenture Quadripartite, Between *M. H.* of, &c. (Widow, Relict and Parties.
 sole Executrix of the last Will and Testament of *W. H.* of the same Place, her late Hus- A Widow and
 band deceased) of the first Part, *S. M.* of, &c. (Brother of the said *M. A.*) of the second Executrix and
 Part, *S. B.* of, &c. *J. C.* of, &c. and *W. T.* of, &c. (three of the Creditors of the said three Creditors
W. H. on Behalf of themselves and of all other the Creditors of the said *W. H.* and also on Behalf of
 Trustees, nominated and appointed by the other Creditors, Parties thereto, for the Intents all the Credi-
 and Purposes herein after mentioned) of the third Part, and the several other Creditors of the tors.
 said *W. H.* who have hereunto subscribed and set their Hands and Seals, of the fourth Part.
Whereas the said *W. H.* is lately dead, being at the Time of his Death intitled to the Equity Recitals.
 of Redemption of, in and to the three Leasehold Pieces of Ground, Messuages or Tenements, The Testator
 Erections, Buildings or Premises now in Mortgage to several Persons, the Particulars whereof intitled to
 are mentioned or set forth in a Schedule hereunder written, intituled, The first Schedule: Equity of Re-
And he the said *W. H.* the Testator, at the Time of his Death was also possessed of, inte- demption of
 rested in and intituled unto a considerable other Personal Estate, consisting of (besides his Stock a Schedule,
 in Trade and other Things) several Pieces of Plate, Household Goods and Furniture, and of and other Per-
 several Debts or Sums of Money then due to him, and now to his Estate, and which are also sonal Estate in
 particularly mentioned and set forth in the two other Schedules hereunder written, intituled, other Sche-
 The second Schedule and the third Schedule: **And whereas** there is a Bond Debt of 500*l.* Testator's
 Principal Money now due and owing unto the said *S. B.* from the Estate of the said *W. H.* and Debts on
 also another Debt of 100*l.* Principal Money due from his Estate, secured by his Bond to Bonds,
 — of, &c. and for which — of, &c. stands bound with him the said *W. H.* as his Se-
 curity for Payment thereof, both which said Bonds and Interest are hereby agreed shall be paid
 in such Manner as therein after mentioned: **And whereas** the said Testator at the Time of and on Simple
 his Death was justly indebted in several other Debts by Simple Contracts unto the said *S. B.* Contracts,
J. C. and *W. T.* and to his said several other Creditors, Parties hereto, some of which Debts
 on Simple Contract were by Reason of running and mutual Accounts between the said Testator Mutual Ac-
 and some of his Creditors for Goods by him and them delivered to each other, and also for counts agreed
 Work by him and them done to and for other and on other Accounts, which cannot at present to be settled.
 be adjusted and settled; therefore it has been, and is hereby agreed by all the said Parties hereto,
 that all the said Accounts so now unsettled and pending between the said Testator and his said
 Creditors touching the said Debts by Simple Contract, shall be by him the said *S. M.* and the
 said *T. B.* *J. C.* and *W. T.* forthwith adjusted, determined and finally settled, and that the Ba-
 lance due to every such Creditor upon settling such Account, and also the Debts due to the said
 other Creditors, Parties hereto, whose Accounts are now adjusted and not to be settled, shall
 be paid to them respectively in such Manner as herein after is mentioned and expressed: **And** The Execu-
Whereas the said *M. H.* as sole Executrix of the last Will and Testament of the said *W. H.* trix intituled,
 being now intitled to the Equity of Redemption of the said mortgaged Premises mentioned &c.
 and comprised in the said first Schedule hereunder written, and also possessed of, interested in
 and intituled unto the said several other Premises mentioned and comprised in the said second
 and third Schedules hereunder written; and she the said *M. H.* to prevent all Disputes, Actions, has agreed to
 Suits and Charges touching Payment of the said Testator's Debts, and being willing and desi- assign Pre-
 rous that all the said Testator's Creditors should be paid their several and respective Debts, as misses.
 far as the said several Premises comprised in the said three Schedules will extend to pay and sa-
 tisfy, she the said *M. H.* (at the Request of the said Creditors, Parties hereto,) hath agreed
 to assign all and singular the said several Premises comprised in the said three Schedules unto
 them the said *S. B.* *J. C.* and *W. T.* Nevertheless to, for and upon the several Trusts, Intents
 and Purposes, and Subject to the Provisoos herein after mentioned, expressed and declared of
 and

Creditors thereon to give her a Release, and to allow and pay her Money to carry on Business, and allow her Stock in Trade, &c.

and concerning the same; *In Consideration* whereof they the said Creditors, Parties to these Presents, have agreed to take and accept of such Assignment of the said several Premises in full Satisfaction and Discharge of all such Debts as are now due to them respectively, and to give unto the said *M. H.* such a general Release and Discharge for the same, in such Manner as herein after is also mentioned and expressed: **And whereas** the said *M. H.* intending to follow and carry on her the said late Husband's Trade and Business for the future Support of herself and Family, they the said Creditors, Parties hereto, for that End and Purpose, and in Consideration of the Assignment by her the said *M. H.* herein after made of her said late Husband's Estate and Effects in the said three Schedules mentioned, have mutually agreed and consented that the Sum of — by her received out of his Estate since his Death, and also the further Sum of — making together the Sum of 120*l.* when received out of his Estate herein after assigned, shall be by the said Trustees Creditors in the first Place paid to the said *M. H.* and also that she the said *M. H.* shall have the Stock in Trade of her said late Husband (now valued at the Sum of 87*l.* 19*s.* 3*d.* together with the Use of all his Plate, Household Goods and Furniture, for her Use and Benefit during the Space of two Years, to be computed from — for the End and Purpose aforesaid; for the Consideration whereof, and for securing Payment of the said several Sums of 120*l.* and 87*l.* 19*s.* 3*d.* and Delivery of the said Goods, she the said *M. H.* by her Bond or Obligation bearing even Date with and executed immediately before these Presents, is and stands bound unto the said three Trustee-Creditors in the Sum of — conditioned to pay to the said Trustee-Creditors the said several Sums of 120*l.* and the said Sum of 87*l.* 19*s.* 3*d.* for which the said Stock is so valued as aforesaid, and also delivering to them the said Household Goods and Furniture at the End of the said two Years, in Trust to be then divided amongst the said Creditors executing these Presents, and proportionably in such Manner as his the said Testator's other Estate herein after assigned is to be shared:

Consideration. **Now this Indenture witnesseth**, that the said *M. H.* in Pursuance and Performance of her Part of the said recited Agreement, and for the Intent and Purpose aforesaid, and also in Consideration of the said Sums of 120*l.* so by her received, and to be paid to her as aforesaid, and also of having the said Stock for her own Use and the Use of the said Goods, for the End and Purpose aforesaid, and also for and in Consideration of the Sum of 5*s.* of, &c. to her in Hand paid by the said *S. B. J. C.* and *W. T.* before the Executing of these Presents, the Receipt, &c. and for divers, &c. **Doth** bargained, sold, assigned, transferred and set over, and by these Presents she the said *M. H.* (at the Request, and by and with the Consent, Direction, Nomination and Appointment of the said other Creditors of the said *W. H.* Parties hereto, testified by their Signing and Sealing of these Presents) **Doth** fully, freely and absolutely bargain, &c. unto the said *S. B. J. C.* and *W. T.* their Executors, Administrators and Assigns,

Assignment. **As well** all and every the several Pieces of Ground, and the several Messuages, &c. thereon erected and built, and all and singular other the Premises demised and assigned in and by the several Indentures of Lease, and Indentures of Assignment or Mortgage thereof, and which are particularly mentioned and set forth in the said first Schedule hereunder written, with their

Of Equity of Redemption. and every of their Appurtenances; **As also all** and every the said Pieces of Plate, Household Goods and Furniture, which are particularly mentioned and set forth in the said second Schedule hereunder written; **Save and except** unto the said *M. H.* the Use of the said Plate, Household Goods and Furniture during the Space of two Years as aforesaid; **As likewise** all and every the several Debts and Sums of Money as are now due to the Estate late of the said *W. H.* and which are particularly mentioned and set forth in the said third Schedule hereunder written, **And all** the Estate, Right, Title, Interest, Term and Terms of Years to come and unexpired, yearly Rents and Profits, Reversion, Equity and Benefit of Redemption, Trust, Benefit, Advantage, Property, Claim and Demand whatsoever, both at Law and in Equity, of her the said *M. H.* or of any Person or Persons in Trust for her, of, in and to the said hereby assigned mortgaged Premises in the said first Schedule mentioned and comprised, **And also** of, in and to the said hereby assigned Pieces of Plate, Household Goods and Furniture, (**Save and except** as aforesaid) Debts and Sums of Money and Premises in the said second and third Schedules mentioned and comprised, and of, in and to every Part and Parcel of the said several Premises by Virtue of the said Will of the said *W. H.* or otherwise howsoever; **To have and to hold** the said hereby assigned several Pieces of Ground, Messuages or Tenements, Erections, Buildings, and all and singular the said mortgaged Premises mentioned and comprised in the said first Schedule, with their and every of their Appurtenances, unto the said *S. B. J. C.* and *W. T.* their, &c. from henceforth, for and during all the Rest and Residue of the several Terms of Years by the original Indentures of Lease thereof respectively granted, which are now to come and unexpired, freed, acquitted, released, exonerated and for ever discharged of and from all Right, Equity, Benefit and Redemption whatsoever of her the said *M. H.* her Executors or Administrators, of, in and to the same Premises; **Subject nevertheless** to the several Ground Rents, Covenants, Conditions and Agreements in the said several Indentures

Of Testator's Household Goods, except, &c. and Debts due to his Estate, and Household Goods.

Habendum of Things in the first Schedule, viz. Equity of Redemption,

subject to the Mortgages, &c.

tures of Lease respectively reserved and contained, and which from henceforth on the Lessees or Assignees Part are to be paid, done and performed; **And also subject** to the Payment of the several Mortgages of the same Premises in the said first Schedule named, of all and every the Principal Sums of Money therein mentioned to be to them now respectively due and owing, and also of all Interest Monies now due and from henceforth to become due to them respectively for the same, and so subject in Manner as aforesaid; then to, for and **upon the several Trusts**, Intents and Purposes herein after mentioned, expressed and declared of and concerning the same Premises; **And to have, hold**, receive, take and enjoy the said hereby assigned Pieces of Plate, Household Goods and Furniture in the said second Schedule mentioned, (**Save** ^{2d Schedule, Except, &c.} and except during the Time aforesaid) and also the said Debts or Sums of Money and Premises mentioned, set forth and comprised in the said third Schedule hereunder written, unto them the said *S. B. J. C.* and *W. T.* their Executors, Administrators and Assigns, from henceforth for ever, and to which they are hereby intended to have a legal Right and Property; **Nevertheless** to, for and **upon the several Trusts**, Intents and Purposes herein after also mentioned, expressed and declared of, in and concerning the same Premises: **And** for the better and more effectual enabling them the said *S. B. J. C.* and *W. T.* the said Trustee-Creditors, to recover and receive all and singular the said hereby assigned Debts, Monies and Premises mentioned, set forth and comprised in the said third Schedule hereunder written; **Nevertheless upon the several Trusts** herein after mentioned and expressed, she the said *M. H.* hath, and by these Presents **Doth** make, &c. the said *S. B. J. C.* and *W. T.* three Trustee-Creditors, her true and lawful Attornies irrevocable, jointly or severally in the Name of her the said *M. H.* or otherwise, to ask, &c. of and from all and every the several Persons in the said third Schedule named, the several Sums of Money therein mentioned to be by them respectively due and owing to the said *W. H.* deceased; and upon Non-payment thereof, or of any Part thereof, to commence, sue and prosecute to Effect any Action, &c. for the Obtaining, &c. and to make any Composition for the same, or any Part thereof, and upon paying, &c. the said hereby assigned Debts and Monies, or any Part thereof, to give proper and sufficient Releases, &c. or any Part thereof; **And** she the said *M. H.* doth hereby further authorize, enable and empower the said Trustee-Creditors, and the Survivors and Survivor of them, his Executors and Assigns, to make, do and execute all and every such further lawful Act and Acts, Deeds and Things whatsoever, as shall be needful and requisite, as well for the Recovering and Receiving, as also for the Releasing, Compounding and Discharging of all or any the herein before mentioned, and hereby assigned Debts and Monies in the said third Schedule mentioned and comprised; **As likewise** for the absolute selling and disposing of the Equity of Redemption, of all and singular the said mortgaged Premises in the said first Schedule mentioned and comprised; and also of the said Pieces of Plate, Household Goods and Furniture in the said second Schedule also mentioned and comprised, from and after the Expiration of the said two Years, as aforesaid; **Subject nevertheless** to her the said *M. H.* purchasing the same, if she thinks fit; and that as fully, amply, effectually and absolutely to all Intents, Constructions and Purposes whatsoever, as if the said *M. H.* her Executors or Administrators, had been personally present, and actually transacted, executed or done the same: **And finally** she the said *M. H.* doth hereby give and grant unto the said Trustee-Creditors, and their Assigns, her full and whole Power in all and singular the before mentioned Premises; **And** doth hereby establish, ratify, allow and confirm all and every such legal Acts and Things as they the said Trustee-Creditors, any or either of them, shall do or cause to be done by Virtue and in Pursuance of the Power to them herein before given; **Nevertheless** to, for and upon the several Trusts, Intents and Purposes, herein after mentioned, expressed and declared, of and concerning the same. **And** the said *M. H.* for herself, her Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *S. B. J. C.* and *W. T.* the said Trustee-Creditors, their Executors and Assigns, in Manner as follows, that is to say, That all and every the Debts and Sums of Money in the said third Schedule mentioned and set forth to be due and owing to the said *W. H.* according to the best of her Knowledge and Belief, are now due and owing from the several Persons therein named, to the Estate late of the said *W. H.* and that she the said *M. H.* hath not received the said Debts, any or either of them, or any Part or Parts thereof, save and except the said Sum of — as aforesaid; **And** that she, or her Executors and Administrators, shall not, nor will at any Time hereafter, receive the same, or any of them, nor shall or will release or discharge the Power and Authority hereby given for receiving the same, nor release, disavow, discontinue or discharge any Action or Suit, that shall or may be brought or commenced in her or their Names, by the said Trustee-Creditors, for the Recovering of the said Debts or Sums of Money, or any of them, unless it be at the Request and by the Direction of the said Trustee-Creditors, or the major Part of them; **And further** that the said *M. H.* her, &c. shall and will at all Times hereafter, at the Request, Costs and Charges of the said Trustee-Creditors, make, &c. all and every such other quest, and

In Consideration whereof the Creditors consent, that the Widow shall have her Husband's Stock in Trade, and Use of Household Goods for two Years, with Liberty to purchase the same, and pay her Money. And they covenant to accept her said Assignment in Satisfaction of her Husband's Debts.

Release of the same.

Declaration of the Trusts of the Premises assigned.

1. Upon Trust to sell the Equity of Redemption,

and Household Goods,

unless the Widow purchases them.

and further lawful and reasonable Act, &c. as well for the corroborating and strengthening of these Presents, as for the further, better, more perfect and absolute Assigning, Assuring and Confirming of all and singular the said several and respective hereby assigned Premises, unto them the said Trustee-Creditors, their Executors and Assigns; **Nevertheless** to, for and **Upon the** several **Trusts**, Intents and Purposes herein after mentioned, expressed and declared, of and concerning the same respectively, as by the said Trustee-Creditors, their, &c. or their Counsel, &c. **And this Indenture further witnesseth**, that they the said S. B. J. C. and W. T. and all other the said Creditors of the said W. H. executing these Presents, (in Pursuance and Part of Performance of their said recited Agreement, and in Consideration of the Assignment herein before made by her the said M. H. of the said several and respective Premises, to, for and upon the several Trusts, Intents and Purposes herein after mentioned, expressed and declared, and for other good and valuable Causes, &c. **Do** thereby consent and agree that she the said M. H. shall have her said late Husband's Stock in Trade, so valued as aforesaid, to and for her own Use, Benefit and Disposal, for the Purpose aforesaid; and also that she the said M. H. for the said Space of two Years shall have the Use of the said Plate, Household Goods and Furniture, in the said second Schedule mentioned; so as she make no Imbezilment or wilful Waste of the same, with Liberty for her, at the End of the said two Years, to purchase the same if she then thinks fit; **And also** that they the said Trustee-Creditors, out of the first Monies to be by them received out of the said hereby assigned other Trust-Estate, shall pay to her the said M. H. the said Sum of — £. for the Purpose aforesaid; **And also** they the said Creditors executing these Presents, and each and every of them, for him and herself, severally and not jointly, nor the one for the other, and for his, her and their own respective Executors and Administrators, do hereby accept and take the Assignment herein before made of the said several Premises to the said Trustee-Creditors, upon the Trusts herein after mentioned and expressed, in full Satisfaction and Discharge of their several and respective Debts now due and owing to them from the Estate late of the said W. H. and also from her the said M. H. as Executrix of the said W. H. in respect thereof; **And also** they the said Creditors, Parties to, and executing these Presents, further, (in Pursuance and full Performance of their Part of the said recited Agreement, and for the Considerations aforesaid,) **Have** and each and every of them hath remised, released, discharged, and for ever quit-claimed, and by these Presents they the said Creditors for themselves severally and respectively, and for their several and respective Executors and Administrators, **Do**, and each and every of them **Doth** remise, &c. unto the said M. H. her Executors and Administrators, and all others the Representatives of the said W. H. **All** and every the several and respective Debts as are now due and owing to each and every of the said Creditors executing these Presents, for the said W. H. or his Estate, or the said M. H. as his Executrix, in respect thereof; **And also** of and from all Manner of Action and Actions, Suit and Suits, Cause and Causes of Action and Suit, both at Law and in Equity, or otherwise howsoever, which they the said Creditors executing these Presents, any or either of them now have, ever had, or which they, any or either of them, their, any or either of their Executors or Administrators at any Time hereafter, can, shall or may have, claim, challenge or demand against the same M. H. as Executrix of the said W. H. and all other the Representatives of the said W. H. by Reason or on Account of the said several Debts so now respectively due to the said Creditors executing these Presents, or for, by Reason or on Account of any other Matter, Cause or Thing whatsoever touching the same, to the Day of the Date of these Presents. **And it is hereby expressly agreed and declared**, by and between all and every the Parties to these Presents, and the true Intent and Meaning of them and of these Presents, is, and are, that the Assignment herein before made to them the said Trustee-Creditors, **Of** the Equity of Redemption of the said Messuages or Tenements, and other the mortgaged Premises in the said first Schedule mentioned, **And also** of the said Pieces of Plate, Household Goods and Furniture in the said second Schedule mentioned, **And also** of the said Debts and Monies in the said third Schedule mentioned, were and are to them the said Trustee-Creditors so made, to, for and upon the several Trusts, Intents and Purposes, and under and subject to the several Provisoes and Agreements herein after mentioned, expressed and declared, of and concerning the same respectively, that is to say, **Upon Trust** that they the said Trustee Creditors, or the major Part of them, and the Survivors and Survivor of them, his Executors, Administrators or Assigns, shall, as soon as conveniently can or may be, by one or more Sale or Sales, absolutely sell and dispose of the Equity of Redemption of all and singular the said Messuages or Tenements, and other the said mortgaged Premises in the said first Schedule mentioned and comprised, with their and every of their Appurtenances, and also from and after the End of the said two Years, absolutely to sell and dispose of the said Pieces of Plate, Household Goods and Furniture, in the said second Schedule mentioned, at the best Price, and for the most Monies that can be had, made and got for the same several and respective Premises: **Provided**, and it is hereby agreed and declared,

clared, that in case the said *M. H.* at the End of the said two Years shall have a Mind to purchase the said Plate, Household Goods and Furniture, at the Price the same shall then be appraised and valued at; then and in such case she the said *M. H.* on Payment of the Sum of Money for which the same shall be so valued unto the said Trustee-Creditors, shall have the Preference of purchasing the same before any other Person whomsoever; **And** to the End and Intent that the Purchaser or Purchasers of the said several and respective Premises, shall have a clear and absolute Title to the said several Premises, freed and discharged of and from the several Trusts herein after expressed and declared touching the same, it is hereby agreed and declared that the Receipts to be given to such Purchasers by the said Trustee-Creditors, or the major Part of them, for the said purchase Money, shall be a good and sufficient Discharge, both in Law and Equity, to such Purchaser or Purchasers for the same, notwithstanding any Misapplication thereof: **And upon this further Trust**, that they the said Trustee-Creditors, and Survivors and Survivor of them, his Executors, Administrators or Assigns, immediately after such Sale or Sales made of the said several and respective Premises, or of any Part or Parts thereof, in Manner as aforesaid, shall and do pay or cause to be paid and deposited into the Hands of Mr. *A. D.* Banker, of, &c. and in their own Names, as well all and every the Sum and Sums of Money to be by them received for Sale of the said several mortgaged Premises, as also all and every the said thereby assigned Debts and Sums of Money, as also the several Sums of 120*l.* and 87*l.* 19*s.* 3*d.* secured to the said Trustee-Creditors by the Bond of the said *M. H.* as aforesaid, as likewise the Monies to arise by Sale of the said Plate, Household Goods and Furniture at the End of the said two Years, when and as the said several Sums of Money shall be paid to, or be by them the said Trustee-Creditors got in and received; **(Subject nevertheless** to the said Trustee-Creditors, paying out of the said Monies to the said *M. H.* in the first Place the said Sum of — *l.* for the Purpose aforesaid, and in the next Place to their deducting and retaining out of the said Monies so to be by them received as aforesaid, all such Costs, Charges, Expences and Damages, as they, any or either of them, shall necessarily pay, expend, sustain or be put unto, as well touching the Sale of the said several Premises, as also for the Recovering and Receiving of the said hereby assigned Debts and Monies, as likewise of all Charges and Expences whatsoever, touching or concerning the preparing and making this present Assignment or Conveyance of the said Premises, and which they the said Trustee-Creditors are hereby enabled and empowered, in the first Place, to deduct and retain out of the said Money, before such Depositing thereof, as aforesaid): **And it is hereby agreed and declared** by and between all the Parties hereunto, and the true Intent and Meaning of them and of these Presents, is, that all and singular the said several Sums of Money so to be deposited in the Hands of the said Mr. *A. D.* as aforesaid, shall be paid and applied by the said Trustee-Creditors, **(Subject nevertheless**, in Manner as aforesaid) to, for and upon the several Trusts, Intents and Purposes, herein after mentioned, expressed and declared, of and concerning the same, that is to say, **Upon Trust** that they the said Trustee-Creditors shall and do, in the first Place, thereout pay to them the said *S. B.* and — the said several principal Sums of 500*l.* and 100*l.* so secured to them respectively by Bond, as aforesaid, together with all Interest Monies now due and to grow due for the same; **And** from and after Payment thereof, and subject thereunto, then as to the Residue of the said Monies so to be deposited in the Hands of the said *A. D.* in Manner as aforesaid, the same shall remain in his Hands until such Time as a Dividend shall be made thereof, to the said *S. B.* and —, and the said other Creditors, Parties hereto, for Payment of their Debts by simple Contract, in such Proportions and Manner, as herein after is mentioned and expressed of and concerning the same; **And** in regard that the herein before recited and mentioned mutual running Accounts now pending between the said *M. H.* as Executrix of the said *W. H.* and several of the Creditors of the said *W. H.* Parties hereto, have not as yet been adjusted and settled; therefore **It is hereby agreed and declared**, by and between all and every the said Parties to these Presents, that all and every the said running Accounts so now pending, as aforesaid, shall within the Space of — now next ensuing be finally adjusted, settled and determined by the said *M. H.* as the said *S. M.* or some other Person on her Behalf, and by one or more of the said Creditors executing these Presents, who shall not be concerned in such running Account, and who shall be chosen by the major Part of the said other Creditors, Parties hereto; **And** further, that upon the Adjusting and Settling of every such Account, the Ballance thereof then appearing due to every such mutual Creditors so accounting with the said *M. H.* shall be paid to them respectively with the said other Creditors, in Proportion to their several Debts by simple Contract, out of the Residue of the said Monies so to be paid and deposited in the Hands of the said Mr. *A. D.* as aforesaid, in such Manner as herein after is mentioned and expressed: **And it is hereby further agreed and declared** by and between all and every the said Creditors, Parties to and executing these Presents, that in case any of the Creditors of the said *W. H.* who shall not execute these Presents, and accept of the Assignment hereby

Agreement
Trustee Cre-
ditors Re-
ceipts shall be
good.

2. After Sale,
the Money to
be deposited
with a Banker,
and the Debt
received, &c.

Subject, &c.

3. To pay
the Bond Cre-
ditors,

and simple
Contract
Debtors in
Proportion,
&c.

Running Ac-
counts unset-
tled to be set-
tled.

Ballance to be
paid.

Agreement
that if some
of the Credi-
tors do not
made accept of the

said Assignment, &c. or bring Actions, &c. the Trustee-Creditors to pay them;

the Widow being discharged therefrom.

Monies deposited with the Banker (after Deductions)

shall be paid to the Creditors executing hereof, in full of their Debts.

The Surplus (if any) to be paid to the Widow.

Trustee-Creditors covenant to pay Monies into the Banker's Hands,

and after Deductions pay same as aforesaid.

All the Creditors covenant that none of them shall receive their Debts till Affidavit thereof made.

made of the said *M. H.* of the said Monies and Premises for their Benefit and of the said other Creditors, and that if any such other Creditor, not executing hereof, shall claim and bring any Action, either against the said *M. H.* or the said Trustee-Creditors, within the Space of — now next ensuing, for any Debt or Sum of Money whatsoever, which shall be justly due to him, her or them, then and in such case, (but not otherwise,) they the said Trustee-Creditors, or the major Part of them, shall have full Power, and they are hereby enabled and empowered to pay all and every such Debts, so justly due to such Creditor or Creditors so claiming or commencing such Action for the same, as aforesaid, out of the said Trust-Monies so to be deposited in the Hands of the said *A. D.* as aforesaid; **It being hereby expressly agreed, intended and declared by all the said Creditors, Parties to and executing these Presents, that the said *M. H.* shall from thenceforth be exempted and discharged of and from all and every such Debt and Debts, and that she or her Executors or Administrators, or her or their Estates, shall not be subject or liable to pay the same; and that all and every such Debt or Debts so claimed by any other Creditor and Creditors not executing these Presents, shall be by the said Trustee-Creditors paid in Manner as aforesaid, by and out of the Trust-Monies so intended to be vested in them for the Purposes aforesaid; any Thing herein contained to the contrary thereof in any wise notwithstanding. And it is hereby further expressed, agreed and declared, by and between all and every the said Creditors, Parties to and executing these Presents, and their true Intent and Meaning is, that all and every the said Sums of Money so to be deposited into the Hands of the said Mr. *A. D.* in Trust as aforesaid (subject nevertheless to the Payment of the said Sum of — to the said *M. H.* for the Purpose aforesaid, and also to the Payment of the said Principal Sums of 500*l.* and 100*l.* with the Interest thereof so secured to the said *S. B.* and — as aforesaid, and also to a Deduction thereout to the said Trustee-Creditors, of all their Charges, Expences and Damages, touching the Execution and Performances of the several Trusts hereby vested in them, in Manner as aforesaid, and also of all such Debts as shall be justly due and actually paid by the said Trustee-Creditors to such other Creditors so claiming or bringing such Action for the same as aforesaid) shall be paid and retained by them the said Trustee-Creditors to themselves and to all and every the said other Creditors, Parties to and executing these Presents, at such Time or Times, as they the same Creditors, or the major Part of them, shall for that Purpose mutually agree and appoint, and that the same shall be paid to them respectively in full of their several Debts, as upon their several Oaths shall then appear to be respectively due to them upon simple Contract, in Case the same shall be sufficient for that Purpose; but in Case the same shall not be sufficient for so doing, then and in such Case the same shall be paid to them the said Creditors executing these Presents, in equal Proportions, rateably and proportionably, according to the Quantity of their several and respective Debts upon simple Contract, which upon their several Oaths shall appear to be due and owing to them respectively, as far as the same will extend to pay and satisfy; And in Case it should happen, that after Payment of the said Creditors executing these Presents, out of the said deposited Trust-Monies, their full and respective Debts, there shall be any Surplus of the said Monies so to be deposited as aforesaid, then and in such Case the said Surplus-Monies shall be by them the said Trustee-Creditors paid to and for the only Use and Benefit of the said *M. H.* her Executors, Administrators and Assigns, and to, for and upon no other Trust, Use, Intent or Purpose whatsoever; And each of them the said Trustee-Creditors, the said *S. B. J. C.* and *W. T.* for themselves, and for their several and respective Executors and Administrators, do hereby covenant, promise and agree, to and with each and every of them the said other Creditors of the said *W. H.* executing these Presents, their respective Executors, Administrators and Assigns, that they the said Trustee-Creditors, some or one of them, shall and will upon Receipt of the said Money arising by Sale of the said respective hereby assigned Premises, when and as the same shall be to them, or any of them, so paid as aforesaid, immediately after Receipt thereof, deposit and pay into the Hands of the said Mr. *A. D.* and that the said Trustee-Creditors (after such Deduction and Retaining thereout, in Manner as aforesaid) shall and will well and truly pay all the Residue of the said Trust-Monies, in such Manner, and according to the true Intent and Meaning of the several Trusts herein before mentioned, expressed and declared, of and concerning the same. **Provided always,** and it is hereby mutually agreed and declared by and between all and every the said Creditors executing these Presents, and their true Intent and Meaning is, that no one of the same Creditors shall be intitled to receive any Part of the said Deposit Trust-Money, until such Time as every such Creditor shall first have made an Affidavit, or an Affirmation, before one of the Masters of the High Court of Chancery, that his Debt upon simple Contract is then justly due and owing, and shall then produce and deliver such Affidavit to one of the said three Trustee-Creditors to be nominated by the major Part of the said other Creditors executing these Presents; any Thing herein before contained to the contrary thereof notwithstanding. **Provided also, and lastly it is hereby further agreed, intended and declared by and between all** the**

the said Creditors, Parties to and executing these Presents, and the true Intent and Meaning of them and of these Presents is, that it shall and may be lawful for them the said Trustee-Creditors, the said S. B. J. C. and W. T. in the first Place, to deduct and retain out of the said Trust-Monies and Premises so intended to be hereby vested in them as aforeaid, all such Costs, Charges, Damages and Expences, as they, any or either of them shall necessarily and actually pay, expend, sustain or be put unto in the Execution or Management of the several Trusts hereby in them reposed; And that they the said Trustee-Creditors, or any of them, shall not be answerable for any more of the said Trust-Monies than what shall be by them actually received or come to their Hands by Virtue of the Trusts aforeaid, nor for any Loss on Account of such Depositing the same upon the Trusts aforeaid; And that neither of the said Trustees shall be any ways chargeable with, or accountable or answerable for the Act, Deed, Receipt, Payment, Neglect or Default of the other of them, but each for his own Acts, Receipts and Defaults only; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

An Assignment by the Executors of a Debtor (one of them his Widow) of the Testator's Personal Estate to Judgment-Creditors, upon Trust (after Expences, &c.) to pay the Costs of the Executors defending Suits (unless on Judgments, &c.) the Residue to go amongst the said Creditors, who are nevertheless to make Allowances to the Widow for her future Support and Maintenance.

THIS Indenture Tripartite, &c. Between M. B. of, &c. Widow and Relict of her late Husband J. B. &c. and J. H. of, &c. (Executors of the last Will and Testament of the said J. B. deceased) of the first Part, A. C. of, &c. and T. M. of, &c. of the second Part, and A. B. of, &c. and J. W. of, &c. and J. D. of, &c. of the third Part. **Whereas** A. B. hath in this present — Term, in his Majesty's Court of — at Westminster, recovered against the said M. B. and J. L. as Executors aforeaid, the Sum of 400 l. Debt on a certain Bond entered into by the said deceased in his Life-time to the said T. M. dated, &c. for the Penal Sum of 400 l. and thereupon Judgment is also obtained and entered up in the said Court against the said Executors for the said 400 l. besides Costs of Suit, to be levied of the Goods and Chattels of the said deceased as aforeaid: **And whereas** the said A. C. hath likewise in this present — Term in his Majesty's Court of, &c. at Westminster, recovered against the said M. B. and J. L. as Executors as aforeaid, the Sum of 400 l. Debt on a certain other Bond bearing Date, &c. entered into by the said J. B. deceased, in his Life-time to the said A. C. in the like Penal Sum of 400 l. and thereupon Judgment is likewise obtained and entered up in the said Court against the said Executors for the said 400 l. Debt, (besides Costs of Suit) to be levied as aforeaid: **And whereas** J. W. of London, Gent. hath also in this present — Term, in his Majesty's said Court of, &c. recovered against the said M. B. and J. L. as Executors, as aforeaid, the Sum of 200 l. Debt on a certain other Bond, entered into by the said deceased in his Life-time, bearing Date, &c. to the said J. W. in the like Penal Sum of 200 l. and thereupon Judgment is obtained and entered up in the said Court against the said Executors for the said 200 l. Debt, besides Costs of Suit to be levied as aforeaid: **And whereas** there is now due, for Principal and Interest on the said several Bonds for which such several Judgments are, as aforeaid, had and recovered, to the said several Creditors the several Sums respectively as follows, (that is to say) Unto the said A. B. the Sum of 124 l. 11 s. 6 d. unto the said T. M. the Sum of 250 l. 6 s. and for Costs 100 s. unto the said A. C. the Sum of 249 l. 2 s. and for Costs 100 s. unto the said J. W. the Sum of 124 l. 5 s. and for Costs 80 s. and unto the said J. T. the Sum of 125 l. 5 s. and for Costs 80 s. **And whereas** the said M. B. and J. L. by and with the Direction, Consent and Approbation of the said N. B. T. W. and J. T. for the better securing the Repayment of the said several Sums of Money due to them respectively on the said several Judgments so recovered by them as aforeaid, Have consented and agreed to assign and transfer unto the said A. C. and T. M. all their Right and Title as Executors aforeaid, of and in all the Personal Estate and Effects whatsoever of the said J. B. deceased, to and for the Uses, Intents and Purposes herein after mentioned: **And whereas** they the said A. C. T. M. and A. B. J. W. and J. T. towards the future Support and Maintenance of the said M. B. and her Family, have agreed, and promise to give and allow unto the said M. B. her Executors, Administrators or Assigns, not only the Rate or Sum of 10 l. by the 100 l. and so in Proportion for any lesser Sums of all such Monies which they shall by Virtue of these Presents respectively from Time to Time receive in Discharge of their respective Debts; so that at least she the said M. B. shall have and receive 100 l. which they the said Creditors do agree to account for and deduct out of their own respective Debts, but also the Household-Goods and Furniture of the said deceased, which by

Appraisement appear to amount to 21 *l.* 15 *s.* 9 *d.* and which said Creditors do likewise agree to account and deduct out of their respective Debts proportionably: **Now this Indenture witnesseth,** That for better securing the Payment of the said several Sums now due and owing out of the Estate and Effects of the said *J. B.* deceased, to them the said *A. B. T. M. A. C. J. W.* and *J. T.* severally as aforesaid, and in Pursuance of the said Agreement, and for and in Consideration of the Sum of 5 *s.* of, *£c.* to the said *M. B.* and *J. L.* by them the said *A. C.* and *T. M.* in Hand, *£c.* at, *£c.* the Receipt, *£c.* as also for divers other, *£c.* they the said *M. B.* and *J. L.* **Have** and each of them **hath** granted, *£c.* and by, *£c.* do and each of them doth grant, *£c.* as far as they lawfully may, **All** and singular such Goods, Wares and Merchandizes, Debt and Debts, Sum and Sums of Money, which are or shall be any Ways due and owing, payable or belonging unto them the said *M. B.* and *J. L.* as Executors of the last Will and Testament of the said *J. B.* deceased, and all other the Personal Estate and Effects of the said *J. B.* deceased, of what Nature or Kind soever and wheresoever, either in *Great Britain*, or in any other Parts of *Europe, Asia, Africa* and *America*, and where the same shall or may be had or found, and also all the Right, Title, Interest, Property, Claim and Demand of them the said *M. B.* and *J. L.* or either of them, of, in, to and out of the same, and every Part thereof, either by Virtue of the said last Will and Testament of the said *J. B.* deceased, and the Administration to his said Executors granted of all and singular the Goods, Chattels, Rights and Credits of the said deceased, or otherwise howsoever; **To have and to hold** the said Goods, Wares and Merchandizes, Debt and Debts, Sum and Sums of Money, Personal Estate and Effects of him the said *J. B.* deceased, and all and singular other the Premises hereby bargained and assigned unto the said *A. C.* and *T. M.* and the Survivor of them, and the Executors and Administrators of such Survivor, of and as their own proper Goods and Chattels, and to their own proper Use and Benefit for ever; **In Trust nevertheless,** and this present Indenture of Assignment is hereby declared and agreed to be so made upon the special Trust and Confidence, and for the Uses, Intents and Purposes herein after mentioned; that is to say, That they the said *A. C.* and *T. M.* and the Survivor of them, and the Executors and Administrators of such Survivor, shall and will, out of the neat Produce of the Effects and Estate of the said *J. B.* deceased, which from Time to Time shall come to their or either of their Hands, Custody or Power, by Virtue of these Presents, and the several Judgments obtained by the said Creditors respectively, or in Pursuance of such Authority given to them by the said *M. B.* and *J. L.* or otherwise, after Allowance for all reasonable Costs, Expenses and Disbursements in and about obtaining the said recited Judgments, and the Execution of the Trusts hereby in them reposed, in the first Place, pay all such Costs and Charges, which they the said *M. B.* and *J. L.* or either of them, shall bear or be put to, and in the legal Defence of any Suit or Suits, either at Law or in Equity, which have been or shall be brought against them as Executors of the last Will and Testament of the said *J. B.* deceased, or any Person or Persons whomsoever, for or in Respect of any Debt, Duty, Claim or Demand due or owing to any of them, by, from or out of the Estate and Effects of the said deceased; **And** in the next Place, by and with the Residue of the neat Produce of the Estate and Effects of the said deceased, as the same shall from Time to Time come to the Hands, Custody or Power of the said *A. C.* and *T. M.* pay, distribute and divide the same unto and amongst as well them the said *A. C.* and *T. M.* their Executors, Administrators and Assigns, as the said *A. B. J. N.* and *J. T.* their Executors, Administrators and Assigns respectively, in Proportion to their respective Debts due to them as aforesaid, and in Discharge of their said Debts, as their respective Proportions amount to from Time to Time, until the several Sums of Money so due on the several Judgments had and recovered by them as aforesaid, and all Interest thereof to grow due for the same, shall be fully paid and satisfied; **They,** each and every of them respectively and proportionably giving and allowing thereout unto the said *M. B.* her Executors, Administrators and Assigns, such Rate and Monies for the Support, as before and hereafter mentioned; and the Overplus, if any be, of such neat Produce of the Effects and Estate of the said deceased, which shall, as aforesaid, come to their or either of their Hands, Custody or Power, shall and will pay and deliver unto the said *M. B.* and *J. L.* their Executors or Administrators, as Assets of the said *J. B.* deceased, and subject to the Administration of the Effects and Estate of the said deceased, and to and for no other Use, Trust, Intent or Purpose whatsoever. **And** for the enabling of them the said *A. C.* and *T. M.* to have and receive the full Benefit, Intent and Advantage of this present Assignment, upon the Trusts aforesaid, they the said *M. B.* and *J. L.* have, and each of them hath made, *£c.* and by, *£c.* the said *A. C.* and *T. M.* and the Survivor, *£c.* their true, *£c.* for them and each of them, and their and each of their Names, but for the Uses, Intents and Purposes herein before mentioned and declared, to ask, *£c.* of and from all and every Person and Persons, Bodies Corporate or Politick whatsoever, whom it doth, shall or may concern, all and singular such Sum and Sums of Money, Goods, Wares, Merchandizes and Effects whatsoever, which are or shall be any ways due, owing, payable

Consideration.

Assignment.

Upon Trust,

after Expenses, to pay Costs of the Executors defending Suits.

Residue amongst the said Creditors.

Allowance to the Widow.

Surplus.

Letter of Attorney.

payable or belonging unto them the said *M.B.* and *J.L.* as Executors of the last Will and Testament of the said *J.B.* deceased, be the same of what Kind or Nature soever or where-soever, either in *Great Britain*, or any other Parts of *Europe*, *Asia*, *Africa* and *America*, or where else the same shall or may be had or found, and upon Non-payment or Non-delivery thereof, or of any Part thereof, to bring or prosecute any Action or Suit at Law or in Equity whatsoever touching the Premises, in such Manner, as they the said *A.C.* and *T.M.* and the Survivor of them, and the Executors or Administrators of such Survivor shall think fit, and to make and give Acquittances and Discharges, and to compound the same, and generally to do and perform all such further Acts, Matters and Things whatsoever, which shall be needful or requisite in and about the Premises for the better executing the Trusts hereby reposed in them, as fully and effectually to all Intents and Purposes as if they the said *M.B.* and *J.L.* or either of them, their or either of their Executors, Administrators or Assigns, or either of them, could or might do if personally present. And the said *A.C.* and *T.M.* for themselves, *&c.* do covenant, *&c.* to and with the said *M.B.* and *J.L.* their, *&c.* in Manner following, (that is to say) That they the said *A.C.* and *T.M.* and the Survivor of them, and the Executors and Administrators of such Survivor, or some of them, shall and will not only well and truly perform and execute the Trusts hereby in them reposed, according to the true Intent and Meaning of these Presents, but also do and shall, as often as they, or either of them, shall be thereunto required by the said *M.B.* and *J.L.* or either of them, their or either of their Executors, Administrators or Assigns, within the Space of seven Years now next ensuing, make out, settle with and deliver unto the said *M.B.* and *J.L.* their Executors, Administrators or Assigns, a fair and just Account of all such Monies, Goods and Effects as shall come to the Hands, Custody or Power of them the said *A.C.* and *T.M.* their Executors, Administrators or Assigns, by Virtue of such Authority given to them as aforesaid, or otherwise, and of the Application thereof, according to the true Intent and Meaning of these Presents: And they the said *A.B.* *A.C.* *T.M.* *J.N.* and *N.D.* do for themselves severally, and for their several and respective Executors and Administrators, covenant, promise and agree, to and with the said *M.B.* her Executors, Administrators and Assigns, by these Presents, in Manner following, that is to say, That each of them the said *A.B.* *A.C.* *T.M.* and *J.N.* and *J.D.* their Executors, *&c.* respectively, shall and will from Time to Time, and at all Times as often as they or any of them shall receive any Monies or Effects of the said *J.B.* deceased, in Pursuance of these Presents, or otherwise, pay, give and allow unto the said *M.B.* her Executors, Administrators and Assigns, the said Rate or Sum of 10*l.* by the 100*l.* and so in Proportion after the same Rate for any lesser Sum, of all such Monies, Goods and Effects, which they, or any of them, shall so have or receive in Part of or in Discharge or Satisfaction of their respective Debts, for which such Judgments are had as aforesaid; and in Case the said Rate or Sum of 10*l.* by the 100*l.* do not in the Whole amount to the Sum of 100*l.* that then each of them the said *A.B.* *A.C.* *T.M.* *J.N.* and *J.T.* shall and will respectively, in Proportion to the Monies they shall respectively receive as aforesaid, give and allow unto the said *M.B.* her Executors, Administrators or Assigns, all such further Sums of Money as together with the said Rate or Sum of 10*l.* by the 100*l.* will amount in the Whole to the Sum of 100*l.* at least, the same being hereby intended absolutely to be given and paid unto the said *M.B.* her Executors, Administrators and Assigns, for her and their own proper Use and Benefit; and that it shall and may be lawful to and for the said Trustees, or the Survivor of them, his Executors or Administrators, to pay the same out of the neat Produce of the Effects of the said *J.B.* deceased, which shall come to their Hands by Virtue of these Presents accordingly; And also that they the said *A.B.* *A.C.* *T.M.* *J.N.* and *J.T.* their Executors, Administrators and Assigns, and every of them, do and shall, in Case the Overplus of the neat Produce of the Estate and Effects of the said Deceased be not sufficient, well and truly bear, pay and allow, in Proportion to such Monies, Goods or Effects of the said Deceased, which they shall respectively receive in Discharge of so much of their Debts as aforesaid, all such reasonable Costs, Charges and Expences which they the said *M.B.* and *J.L.* their Executors or Administrators, or any of them, shall or may bear, pay or sustain in defending any Suit or Suits in Law or Equity which have been or shall be hereafter brought or had by any Person or Persons whomsoever against them the said *M.B.* and *J.L.* or either of them, their or either of their Executors or Administrators, for or in Respect of any Debt, Duty, Claim or Demand whatsoever, due from or out of the Estate and Effects of the said Deceased, or howsoever else the same may relate to the due Execution of the said Deceased's last Will and Testament, or otherwise do and shall well and sufficiently indemnify, save and keep harmless the said *M.B.* and *J.L.* their Executors, Administrators, Goods and Chattels, Lands or Tenements, and every of them, in all Respects relating thereto. And the said *M.B.* and *J.L.* for themselves, *&c.* do covenant, *&c.* to and with the said *A.C.* and *T.M.* and each of them, their, *&c.* by, *&c.* in Manner following, viz. That they the said *M.B.* and *J.L.* or either of them, their or either

The Creditors covenant to perform the Trusts,

and account, when required, with the Executors,

and make the Allowances to the Widow;

and that if Effects be not sufficient, will pay the Costs of the Executors defending any Suits, and indemnify them therefrom.

The Executors covenant not to revoke any Authority hereby given, *&c.*

of their Executors or Administrators, shall not nor will at any Time hereafter revoke, alter or prejudice the Authority hereby given to them the said *A. C.* and *T. M.* as aforesaid, but that the same shall remain irrevocable and in full Force for the Intents and Purposes herein comprised, declared and set forth; nor do, commit or suffer, or cause to be committed or suffered, any Act, Matter or Thing whereby to hurt or incumber the same in any Manner or wise howsoever; **But** do and shall from Time to Time, and at all Times hereafter, at the Request, Costs and Charges of them the said *A. C.* and *T. M.* and their Executors, Administrators or Assigns, or any of them, make, do and suffer, or cause to be made, done and suffered, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises in the Law whatsoever, for the further and better confirming the Authority hereby given to them, as by their or any of their Counsel, &c. **Provided always, and it is hereby agreed** by and between the Parties to these Presents, that nothing herein contained shall extend, or be construed to extend, to indemnify the said *M. B.* and *J. L.* or their Estate, against any Costs, Charges, Expences or Damages which the said *M. B.* and *J. L.* have paid or sustained, or shall or may bear, pay or sustain on Account of any Judgment, Statute or Recognizance recovered against or acknowledged by the said *J. B.* in his Life-time, or on Account of any Action or Suit, either at Law or in Equity, brought or to be brought against them touching the said *J. B.*'s Estate or Effects, unless they shall employ such Attorney or Solicitor as they the said *A. B.* *A. C.* *T. M.* *J. N.* and *J. T.* or the major Part of them, and the Survivors of them, shall from Time to Time nominate and appoint, and give immediate Notice of all Process or Proceeding which shall or may be delivered to or left for them, and forthwith deliver to such Attorney or Solicitor all such Proceedings or Notices, and unless they shall plead and make such Defence as such Attorney or Solicitor shall from Time to Time advise or think proper. **Provided also, and it is hereby declared** to be the true Intent and Meaning of these Presents, that nothing herein comprised shall be construed to prevent any Claim or Demand of them the said *A. B.* *A. C.* *T. M.* *J. N.* and *J. T.* or any of them, their or any of their Executors, Administrators or Assigns, against the said *J. L.* his Executors or Administrators, for or in Respect of his being bound with the said *J. B.* deceased, in the several Bonds mentioned in the above recited Judgments, in Case the Effects of the said Deceased shall prove deficient to satisfy the same. **Provided lastly, and it is hereby declared** by all the Parties hereto, that each of the said Trustees shall be only answerable for his own Acts in the Execution of the Trusts hereby reposed, and not for the Acts of the other, and shall be only accountable for the Goods and Effects of the said Deceased which he shall receive only, and not for the Receipts of the other. **In Witness, &c.**

but shall execute any further Act, &c.

Nothing herein shall extend to indemnify the said Executors from the Costs, &c. of Judgments, Statutes or Recognizances against the Testator;

nor prevent any Claim of the Creditors against *J. L.* one of the Executors, in Case of Deficiency. Trustees not answerable for each other.

An Assignment by an Executor (and others, of a Bond and Judgment, to some of whom the same were assigned as Securities for Debts) in Trust for all the Creditors of the Testator.

THIS Indenture Quadripartite, made, &c. **Between** *N. O.* of, &c. Executor of the last Will and Testament of *J. P.* late of, &c. deceased, and *P. P.* of, &c. Widow, Relict of the said *J. P.* of the first Part, *R. L.* of, &c. of the second Part, *W. S.* of, &c. of the third Part, and *L. F.* of, &c. of the fourth Part. **Whereas, &c.** (Recital of a Bond from *J. E.* to the said *R. L.* for Payment of Money, and a Warrant of Attorney to confess Judgment thereon, and Judgment entered accordingly, and of an Assignment thereof (inter alia) from said *R. L.* to the said *J. P.* for securing the Payment of a Debt owing him): **And whereas** upon an Account this Day made up and stated between the said *R. L.* and the said *N. O.* and *P. P.* there appears to be due and owing from the said *R. L.* to the Estate of the said *J. P.* deceased, for the Principal Money and Interest secured by the said recited Assignment, and upon other Accounts, the full and just Sum of, &c. **And whereas, &c.** (Recital of an Assignment by said *R. L.* to *W. S.* of the said Bond and Judgment for securing Money owing to him): **And whereas** the said *R. L.* being also indebted to several other Persons, whose Names, together with the Sums to them respectively owing, are mentioned and expressed in the Schedule indented, hereunto annexed, hath agreed that the said Bond and Judgment, and the Money thereupon due or to grow due, shall after Payment of the said Debts owing as aforesaid to the Estate of the said *J. P.* deceased, and to the said *W. S.* be made subject and liable to the Payment of the Debts mentioned in the said Schedule, in equal Shares and Proportions one with the other: **Now this Indenture witnesseth**, That in Consideration of 5 s. a-piece to the said *N. O.* *W. S.* and *R. L.* in Hand, &c. by the said *L. F.* he the said *N. O.* at the Request and Desire of the said *R. L.* and by and with the Consent and Approbation of the said *P. P.* testified by their being Parties to and Signing, &c. and also the said *W. S.* at the like Request and Desire of the said *R. L.* testified as aforesaid, and he the said *R. L.* for the better securing, raising

Recitals of Bond.

Assignment.

Account stated.

Another Assignment.

Debts in a Schedule.

The present Assignment,

raising and paying the several Debts so as aforesaid due and owing by the said R. L. in such Order and Manner as is herein after mentioned and expressed, **Have**, and each of them **Doth** assigned, &c. and by, &c. unto the said L. F. **The** said recited Bond, &c. (as before in Assignment of Bonds and Judgments); **To have and to hold**, &c. for ever, upon the Trusts, &c. (that is to say) **Upon Trust** that out of the Money that shall be raised or received by the said L. F. his, &c. by Virtue of the said Bond and Judgment, or of this present Assignment, he shall in the first Place (after deducting necessary Charges and Expences) pay and satisfy to the said N. O. his, &c. the above mentioned Sum of, &c. due and owing as aforesaid by the said R. L. to the Estate of the said P. P. deceased, with Interest for the same to the Time of such Payment; **And** after full Payment made of that Money, then upon Trust in the next Place, that he shall pay and satisfy to the said W. S. his, &c. the, &c. **And** after such Payment made of the said last mentioned Sum, then upon Trust to pay and satisfy to the several Persons named in the said Schedule hereunto annexed, their, &c. respectively, the several Debts and Sums of Money therein mentioned to be due and owing to them respectively, together with Interest for the same, in Proportion to the *Quantum* of their respective Debts, by an equal Pound-Rate, without any Preference of Priority, until the whole Debts be paid, or as far as the Money, which shall be so raised or reserved, will extend towards the same; **And upon Trust** to pay the Overplus of the said Money (if any there be) unto the said R. L. his, &c. **And**, &c. (Covenant from N. O. and W. S. to L. F. that no Act is done to discharge the Bond, &c. From B. L. to L. F. that the Money is owing thereon. That R. L. N. O. and W. S. have Power to assign. That R. L. has done no Act to defeat the Benefit of this Assignment, but will execute, &c. See Assignments of Bonds, &c. before). **And** the said R. L. doth hereby constitute and appoint the said L. F. his, &c. to be his lawful Attorney or Attornies, in his Name to ask, &c. the Money hereby assigned, and every Part, &c. and upon Receipt thereof to deliver up the said Bond, and cause Satisfaction to be acknowledged upon the Record of the said Judgment, or other proper Discharge in his Name to make and give, and also, &c. all, &c. as they or any of them shall think needful or requisite. **And lastly**, it is agreed by all, &c. that all such Charges, Costs and Expences as the said L. F. his, &c. shall disburse, expend and be put unto, in or about the Premises, shall in the first Place be deducted and retained out of the Money which shall come to his or their Hands by Virtue of these Presents. **In** Witness, &c.

An Assignment by a Widow of one fourth Part of a Ship's Cargo, and of the Benefit of a Decree in Chancery made concerning the same, upon Trust to pay her Husband's Debts, or in Proportion, &c. with Covenants from the Creditors as to their contributing towards the Expences of Suits concerning the assigned Premises, with Agreement as to how Monies recovered shall be disposed of.

THIS Indenture Serpartite made the, &c. **Between** G. S. Widow, Relict and Executrix of T. S. late of London, Merchant, deceased, of the first Part; Sir C. C. Bart. Sir J. A. Knt. E. Y. Esq; T. G. Gent. and R. B. Merchant, Assignees under the Commission of Bankrupt against Sir S. E. late of London, Knt. on the second Part; R. G. of London, Merchant, on the third Part; Dame M. L. of London, Widow, T. M. of London, Gent. and H. L. Citizen and Fishmonger, of London, Executors of the last Will and Testament of Sir S. L. Knt. late, &c. who was Executor of the last Will and Testament of his Son T. L. late of, &c. Merchant, deceased, on the fourth Part; E. H. of London, Clerk, A. P. H. M. of, &c. Jewellers, J. S. of, &c. Widow, H. S. of, &c. Gent. E. M. of, &c. Taylor, J. C. of London, Widow, B. S. of, &c. Silkman, and J. K. of, &c. and L. M. of, &c. Merchants, on the fifth Part; and H. R. of, &c. Mariner; and R. H. of, &c. Mariner, of the sixth Part: **Witnesseth** that whereas the said T. S. in or about the Year of our Lord 1705. was together with T. S. sen. E. L. and J. B. of London, Merchants, possessed of or intitled unto a certain Ship or Vessel called the *Windsor Frigate*, in equal four Parts; and also of and unto the Cargo or Lading of Goods and Merchandizes put on Board the said Ship, (which was then bound on a Voyage to the *East Indies*, where she afterwards arrived) in like equal fourth Parts: **And whereas** the said T. S. and J. B. (since deceased) were Supercargoes of the said Ship in the said Voyage, and did together with T. C. jun. (Son of the said E. C.) lay out and invest in Goods and Commodities at *Surat* in the *East Indies* aforesaid, of their own proper Estates exclusive of the aforementioned Cargo, fifteen thousand four hundred sixty-two Rupees, and forty-one Pise, which Goods last mentioned were laden on Board the said Ship the *Windsor Frigate*, then bound on a Voyage from *Surat* aforesaid to *Buffero*, and from thence to *Bengale*; and by a certain Writing or Invoice dated at *Surat* aforesaid, the 12th of *March*, Anno Dom. 1707. signed by the said T. S. J. B. and T. C. jun. (wherein the Particulars of all the said last mentioned

percargoes of the said Ship, and laid out several Sums of Money in Goods.

And by their Deed in Writing declared the Proportions that belonged to each of them.

Recital of Suits in Law and Chancery between the said Parties relating to the said Ship and Cargo.

Recital of a Decree in Chancery, ordering an Account to be taken by one of the Masters, of the Proceedings of the said Voyage.

Which Account was not taken by Reason of the Death of T. S. one of the Parties.

Recital of Debts owing by him at the Time of his Decease.

Recital of an Indenture whereby the said T. S. had assigned over to E. H. all his Share in the said Ship and Cargo, &c.

In Trust for Payment of his Debts.

mentioned Goods and Commodities were set down and expressed) it was agreed and declared that the same were and should be upon the Account and Risque of the said T. S. J. B. and T. C. jun. in the Proportions following, (that is to say,) six thousand four hundred thirty-two Rupees, and thirty-seven Pise, for the Account and Risque of the said T. S. six thousand four hundred seventy Rupees, and four Pise for the Account and Risque of the said J. B. and the remaining two thousand five hundred and sixty Rupees, for the Account and Risque of the said T. C. jun. as by the said Writing or Invoice, Relation being thereunto had, may more fully appear. **And whereas** at the Time of the Decease of the said T. S. there was one or more Suit or Suits depending at Law, and in the High Court of Chancery, between the said T. S. and the said R. G. and the said Sir S. E. or some of them as Plaintiff or Plaintiffs against the said T. C. sen. E. C. T. C. jun. or some of them, and other Defendants, touching the said Ship and Cargoes, and the Voyage she made or was to have made to and in the *East Indies* as aforesaid, and back again to *London*; and also touching and concerning the Interest, Produce and Return of the said six thousand four hundred thirty-two Rupees, and thirty-seven Pise laid out and invested in Goods and Commodities as aforesaid, upon the Account and Risque of the said T. S. and touching the Loss and Damage sustained by the said T. S. by Reason that the said Ship did not sail from *Buffero* to *Bengale* aforesaid, but proceeded from *Buffero* on her Voyage to *London*; and touching several other Transactions and Proceedings of the said T. S. J. B. and T. C. jun. during the said Voyages; in one of which Causes a Decree was made in the said High Court of Chancery on or about the 6th Day of *June* in the Year of our Lord 1717. whereby an Account was ordered to be taken by Mr. *Dormer*, one of the Masters of the said Court, of the Proceedings of the said Voyage; and the said Master was to examine and certify what Damages the said T. S. sustained, by Reason of the said Ship's not sailing from *Buffero* to *Bengale* aforesaid, according to the Agreement made for that Purpose, between the said T. S. and the said J. B. and such other Directions were given touching the rest of the Demands of the said T. S. R. G. and Sir S. E. as in the Order made upon the hearing of the said Cause, are particularly mentioned and expressed: But by Reason of the Death of the said T. S. which happened in or about the Month of *June*, *Anno Dom.* 1712. the said Account hath not yet been taken; nor hath he the said T. S. or the said R. G. and Sir S. E. or any of them, had any Relief under, or by Virtue of their said Decree, or otherwise, for any of the Matters in Question as aforesaid. **And whereas** the said T. S. was at the Time of his Decease indebted unto the said R. G. and Sir S. E. in the Sum of 1300*l.* or thereabouts, upon a Mortgage to them made of his fourth Part of the said Ship, or otherwise; an Account of which Debt was directed by the said Decree to be taken and certified by the said Master; and was also indebted to the above named T. L. or the said Sir S. L. as his Executor, in the Sum of 730*l.* 6*s.* besides Interest, by Virtue of a Bond given by the said T. S. to the said T. L. bearing Date the 16th Day of *November*, *Anno Dom.* 1709. for or on Account of the Sum of three thousand three hundred and twenty-nine Rupees advanced by him to the said T. S. in *Bengale* aforesaid, for the better enabling the said T. S. to make an Investment, and provide a Cargo of fine Goods there for the said Ship, the *Windsor Frigate*, which ought to have sailed from *Buffero* aforesaid to *Bengale*, but instead thereof proceeded directly on her homeward-bound Voyage, from *Buffero* to *London*, by Reason whereof the said T. S. was obliged to dispose again of the Cargo provided by him in *Bengale* for the said Ship, and the Damages and Losses which he thereby sustained, amounted to the said Sum of three thousand three hundred twenty-nine Rupees, or upwards; and was also indebted to the above-named E. H. in the Sum of 250*l.* Principal Money, to the said J. P. and H. M. in the Sum of 202*l.* to the said J. S. in the Sum of 102*l.* 5*s.* to the said H. S. in the Sum of 50*l.* to the said E. G. in the Sum of 30*l.* to the said J. C. in the Sum of 25*l.* to the said B. S. in the Sum of 50*l.* to the said K. G. in the Sum of 35*l.* **And whereas** by Indenture bearing Date on or about the 18th of *Feb.* 1711. made between the said T. S. of the one Part, and the said E. H. of the other Part (reciting as therein is recited,) the said T. S. for the said Considerations therein mentioned, did grant, bargain, sell, assign, and set over unto the said E. H. all his Part, Share and Interest of and in the said Ship the *Windsor Frigate*, and of and in the Goods, Commodities and Cargo on Board the said Ship, and also all and every Sum and Sums of Money, Goods, Commodities, Stock, Share or Interest in any Monies, Goods and Things whatsoever, due, owing, coming, belonging or payable unto the said T. S. from any Person or Persons whomsoever, upon Account or in Respect of the said Ship the *Windsor Frigate*, or her Cargo, or any Part thereof, in the aforesaid Voyage, or any other Voyage or Voyages by her made, to or from any Port or Place whatsoever; and also the said six thousand four hundred and thirty two Rupees, and thirty-seven Pise laid out and invested as aforesaid, and every Part thereof, with all the Increase, Benefit, Interest and Advantage, that could or might be gotten thereby; **To hold** to the said E. H. his Executors and Administrators, as his and their own proper Monies, Goods and Estate, for ever. **In Trust** nevertheless that the said E. H. his Executors and Administrators should, as soon as might

might be after he or they should be possessed of the said Monies, Goods, Effects and other Things, pay, retain and keep, to him or themselves, the said Sum of 250*l.* and also pay to the said *A. P. H. M. J. S. H. S. E. G. J. C. B. S.* and *K. G.* severally and respectively, and to their several and respective Executors, Administrators and Assigns, the several and respective Sums of Money herein above mentioned or recited to be due to them respectively, (or in Proportion to their said several Debts in Case the said assigned Premises should not extend to pay the whole), and after Payment of the said several Debts as aforesaid, then in Trust to pay to himself and the said several other Persons, their Executors, Administrators and Assigns, all such Interest Monies, or other Sums of Money as should be then due for their said Debts, or any of them, (or in Proportion to their said several Debts, in Case there should not be enough to pay the whole Interest), and after such Payments as aforesaid, then in Trust to pay the Overplus (if any) to the said *T. S.* his Executors, Administrators or Assigns. **Now this Indenture witnesseth,** That the said *G. S.* at the Request and Desire as well of the said *T. H.* and of the said several other Creditors of her said late Husband herein above mentioned, for whom the said *E. H.* is a Trustee as aforesaid, as also of the above named Dame *M. L. T. M.* and *H. L.* respectively, testified by their being Parties to, and executing of these Presents, and for the better securing the Payment of the said several Debts and Sums of Money to them respectively due and owing as aforesaid, in such Manner and Proportion as is herein after expressed; and in Consideration of 5*s.* of lawful Money to her in Hand paid, at or before the Sealing and Delivery of these Presents, by the said *E. H.* the Receipt whereof is hereby acknowledged, **Doth** bargain, sold, assigned, set over, ratified and confirmed, and by these Presents **Doth** bargain, sell, assign, set over, ratify and confirm unto the said *E. H.* all such Part, Share and Interest of and in the said Ship the *Windfor Frigate*, and the Goods, Commodities and Cargoes which were loaded on Board the said Ship in the aforesaid Voyages, or any other Voyage or Voyages, and of and in the Produce or Returns thereof, as the said *T. S.* was at the Time of his Decease interested in, or intitled unto; and also all and every such Sum and Sums of Money as were then due or owing to, or demandable by him, of or from the said *T. C. sen. E. C.* and *T. C. jun.* and the Executors or Administrators of the aforesaid *J. B.* or any of them, for Commission, Factorage, Disbursements, Losses or Damages sustained in the aforesaid Voyage or Voyages, or by Reason of the said Ship's not sailing from *Buffero* to *Bengale* as aforesaid; or upon or for any other Account, Matter, Cause or Thing whatsoever; and likewise the full and whole Benefit and Advantage of the said Decree, and all such Sum and Sums of Money, or other Satisfaction as can or may be had, received, obtained and gotten under or by Virtue thereof, or otherwise, for all and every or any the Matters in Question as aforesaid; and all the Right, Title, Interest, Benefit, Equity of Redemption, Claim and Demand whatsoever of her the said *G. S.* of, in, to or out of the said Premises, or any Part or Parcel thereof, in any wise whatsoever: **To** have, hold, receive, take and enjoy all and singular the said hereby bargained and assigned Premises, with their Appurtenances, unto the said *E. H.* his Executors and Administrators, as his and their own proper Estate for ever; upon the Trusts nevertheless, and to and for the Uses, Intents and Purposes herein after mentioned particularly; **And this Indenture further witnesseth,** That to the Intent the above mentioned Dame *M. L. T. M.* and *H. L.* may join with the said *E. H.* and the several Creditors for whom he is a Trustee as aforesaid, and also with the said *R. G.* in the prosecuting of the said Decree, and in such other Measures as shall be thought proper for obtaining Satisfaction for their said respective Debts, and in the paying and defraying a proportionable Part of the Charges of the same, it is hereby declared and agreed, by and between the said *E. H.* by and with the Consent of the said several Creditors, for whom he is a Trustee as aforesaid, and the said Dame *M. L. T. M.* and *H. L.* that he the said *E. H.* his Executors, Administrators and Assigns, shall and will from henceforth stand and be possessed of and interested in all and singular the Premises assigned to him as aforesaid by the said recited Indenture; as also of the Premises so assigned and released to him as aforesaid by this present Indenture, **Upon the Trusts,** and for the Uses, Intents and Purposes herein after particularly mentioned, (that is to say) In Trust that the said *E. H.* his Executors, Administrators or Assigns, do and shall, as soon as may be, (after he, they, or any of them shall be possessed of the Money, Goods, Effects and Things by the said recited Indenture or this present Indenture assigned, and such Costs and Charges as shall and have been paid or expended in or about the Prosecution of the said Decree, or any other Suit or Suits which shall be commenced for the better Recovery of the said assigned Premises, or any Part thereof, or otherwise in Relation to this Trust, shall be reimbursed and repaid) deduct and retain to the Use of him the said *E. H.* his Executors, Administrators or Assigns, the said Sum of 2150*l.* of lawful Money of *Great Britain*, and do and shall well and truly pay or cause to be paid unto the said *A. P.* and *H. M.* their Executors, Administrators or Assigns, the said Sum of 202*l.* of like Money; unto the said *J. S.* her Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *H. S.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. S.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. C. sen. E. C.* and *T. C. jun.* their Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *J. B.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *R. G.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *G. S.* her Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *E. H.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *M. L. T. M.* and *H. L.* their Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. H.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. S.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. C. sen. E. C.* and *T. C. jun.* their Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *J. B.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *R. G.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *G. S.* her Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *E. H.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *M. L. T. M.* and *H. L.* their Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. H.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. S.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. C. sen. E. C.* and *T. C. jun.* their Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *J. B.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *R. G.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *G. S.* her Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *E. H.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *M. L. T. M.* and *H. L.* their Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. H.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. S.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. C. sen. E. C.* and *T. C. jun.* their Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *J. B.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *R. G.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *G. S.* her Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *E. H.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *M. L. T. M.* and *H. L.* their Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. H.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. S.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. C. sen. E. C.* and *T. C. jun.* their Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *J. B.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *R. G.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *G. S.* her Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *E. H.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *M. L. T. M.* and *H. L.* their Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. H.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. S.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. C. sen. E. C.* and *T. C. jun.* their Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *J. B.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *R. G.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *G. S.* her Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *E. H.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *M. L. T. M.* and *H. L.* their Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. H.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. S.* his Executors, Administrators or Assigns, the said Sum of 102*l.* 5*s.* of like Money; unto the said *T. C. sen. E. C.* and <

the several
Creditors of
the said T. S.
their respec-
tive Debts;

Or to each of
them their
Proportion, in
case the as-
signed Pre-
misses shall
not amount to
pay the whole.

And after such
Payments,
then in Trust
to pay the
Overplus to
the said G. S.
Letter of At-
torney from
the said G. S.
to the said
E. H.

Covenant that
the said G. S.
hath not done,
nor will do,
any Thing to
hinder or de-
feat the Exe-
cution of this
present Trust;
but will do all
such Things as
may the bet-
ter enable the
said E. H. to
perform the
same.

Covenant, that
the Creditors
will contri-
bute in Pro-
portion to-
wards the Ex-
pences of any
Suits in Law
or Chancery,
concerning
the assigned
Premises;

or reimburse
the Trustees.

tors, Administrators or Assigns, the said Sum of 50*l.* of like Money; and unto the said E. G. his Executors, Administrators or Assigns, the said Sum of 30*l.* of like Money; and unto the said J. C. her Executors, Administrators or Assigns, the said Sum of 250*l.* of like Money; and unto the said B. S. his Executors, Administrators or Assigns, the said Sum of 50*l.* of like Money; and unto the said K. G. and K. their Executors, Administrators and Assigns, the said Sum of 35*l.* of like Money; and to the said Dame M. L. T. M. and H. L. their Executors, Administrators or Assigns, the aforeaid Sum of 730*l.* 6*s.* of like Money, or in Proportion to their said several and respective Debts, in Case the said Money so arising clear from the said assigned Premises shall not extend to pay the whole; and after Deduction or Payment of the said several Debts, or Sums of Money before mentioned, then upon Trust to pay himself and the said Dame M. L. T. L. H. L. and the said several other Creditors, for whom he stands a Trustee as aforeaid, their Executors, Administrators or Assigns, lawful Interest for the said Debts so to them respectively due or payable, or in Proportion to their said several and respective Debts in case the said Money so arising clear from the said assigned Premises shall not be sufficient to pay all the said Interest: **And** after such Payments made as afore-
said, **Then in Trust** to pay the Overplus, if any, to the said G. S. her Executors, Admini-
strators or Assigns: **And** for the better enabling the said E. H. his Executors, Administrators and Assigns, to have, obtain, recover and receive the full Benefit and Advantage of this present Assignment, upon the Trusts, and for the Purposes aforeaid, she the said G. S. doth hereby make, ordain, constitute and appoint, and in her Stead and Place put and depute, the said E. H. his Executors, Administrators and Assigns, jointly and severally, to be her true, lawful and irrevocable Attorney and Attornies, in her Name to ask, demand, sue for, recover and receive, acquit, release and discharge, all and singular the said assigned Premises, and every Part and Parcel thereof; and also in her Name to prosecute and carry on the said Suit now depending in the Court of Chancery aforeaid, and to commence, prosecute and carry on any other Suit or Suits at Law, or in Equity, touching the said Premises against the said T. C. sen. E. C. and T. C. jun. or any other Person or Persons whatsoever, in such Manner as he the said E. H. his Executors, Administrators or Assigns, shall think proper; and to do and perform all other Acts, Matters and Things whatsoever, which shall be needful or requisite in or about the Premises, or for the better executing the Trust hereby in him and them reposed, as fully and effectually as she the said G. S. her Executors or Administrators, or any of them, could or might do if personally present: **And** the said G. S. doth hereby covenant and agree, to and with the said E. H. his Executors and Administrators, that she the said G. S. hath not done, committed or suffered, and that she, her Executors or Administrators, will not do, commit, or wittingly or willingly suffer, any Act, Matter and Thing, whereby the Execution and Performance of this present Trust shall or may be prevented, defeated, hindered, or in any wise retarded or delayed; **But** on the contrary will do and perform all such Acts and Things as shall be reasonably required of her for the further and better enabling of the said E. H. his Executors, Administrators and Assigns, to execute and discharge the said Trust, according to the true Intent and Meaning of these Presents: **And** the said R. G. by and with the Consent, and at the Request of the above named Sir C. C. Sir J. A. E. Y. T. G. and R. B. respectively, testified by their being Parties, and their signing and sealing these Presents; and the said Dame M. L. T. M. and H. L. E. H. A. P. and H. M. J. S. H. S. E. G. I. C. B. S. — K. — G. and — H. for themselves severally and respectively, and for their several and respective Executors, Administrators and Assigns, and not the one for the other, or for the Executors, Administrators or Assigns of the other, do, and each and every of them doth, covenant, promise and agree, to and with the above named H. R. and R. H. their Executors, Administrators and Assigns, by these Presents, That they the said R. G. Dame L. M. T. M. and H. L. E. H. A. P. and H. M. J. S. H. S. E. G. J. C. B. S. — K. — G. and — H. their Executors, Administrators or Assigns respectively, shall and will from Time to Time advance and pay to the said H. R. and R. H. their Executors, Administrators or Assigns, upon Request, their several and respective Proportions, according to the *Quantum* or Amount of their said several and respective Debts, of all and every such Sum and Sums of Money as they the said H. R. and R. H. their Executors or Administrators, shall find necessary and direct to be paid, for or towards the carrying on or prosecuting the said Suit now depending in the said Court of Chancery, or the commencing or prosecuting any other Suit at Law, or in Equity, against the said T. C. sen. E. C. and T. B. jun. or any of them, or any other Person or Persons whatsoever, for, touching or concerning the said assigned Premises, or any Part or Parcel thereof, or which shall be otherwise needful to be expended or laid out; **Do** to reimburse any Cost, Charge or Expence which they the said H. R. and R. H. their Executors, Administrators or Assigns, or the said E. H. his Executors, Administrators or Assigns, shall expend, disburse, or be put unto in Relation to any such Suit or Suits, or in or about the Execution or Performance of the Trust

Trust hereby in them reposed; **Provided** always, That if the major Part of the Contributors shall at any Time agree to stop farther Proceedings, and by Writing under their Hands give Notice to the said Trustees, their Executors, Administrators or Assigns, **Then** from that Time all Suits and Proceedings shall be stopped, or else shall be carried on by the rest of the Contributors at their own proper Charge; and from that Time the Persons giving such Notice, shall be intirely discharged from any further Contribution; and what shall be afterwards recovered shall be divided and paid unto, and amongst the rest of the said Contributors, to their own proper Use and Behoof: **And lastly**, It is agreed between the said G. S. and the said R. G. by such Consent and Request as aforesaid, testified as aforesaid, and the said E. H. and all the rest of the Creditors afore named, That the first, and all other the Money which shall be obtained or recovered by Virtue of the said Decree, or otherwise, from the said T. C. sen. E. C. and J. C. jun. or any of them, either upon the particular Security belonging to the said R. G. and the said S. E. deceased, or on the Account of the Goods or other Demands assigned as aforesaid by the said recited Indenture and this present Indenture to the aforesaid E. H. shall, in the first Place, go and be applied to answer and reimburse the said Parties, the Costs and Charges of prosecuting the said Decree, and of carrying on such other Suits as shall be thought proper for the Ends and Purposes aforesaid, until such Costs and Charges shall be therewith and thereout fully answered and reimbursed; and that the Surplus only shall be paid or answered according to the respective Interests of the said Parties therein, in such Manner as is herein above mentioned, (that is to say) the Surplus of the Money arising from the Security made as aforesaid, to the said R. G. and Sir S. E. shall be paid to the said R. G. and the above named Assigns under the Commission of Bankrupt against the said Sir S. E. according to their respective Interests therein; and the Surplus arising from the Premises, wherein the said E. H. is a Trustee as aforesaid, shall be paid to and between himself, and the rest of the said Parties to these Presents, for whom he is herein before mentioned to be a Trustee, according to their respective Debts herein before expressed. **In Witness, &c.**

Proviso, That if the major Part of the Contributors shall agree to stop the Proceedings, then upon giving Notice, they shall be stopped, or carried on by the other Contributors at their own Charge, and what shall be afterwards recovered shall be for their Use only. Covenant how the Money recovered shall be disposed of.

A short Assignment of a Man's whole Estate in Consideration of several Debts and Engagements.

TO all, &c. I R. C. of, &c. send Greeting. **Whereas** I am indebted unto J. F. of, &c. in the Sum of, &c. and the said J. F. and one F. J. of, &c. stand jointly and severally engaged for me the said R. C. in several Bonds or Obligations for several Sums of Money: **Now know ye**, That I the said R. C. for and towards the Payment and Satisfaction of the said Monies, and for divers other good Causes and Considerations me thereunto moving, **Have** granted, assigned, bargained and sold, and by these Presents **Do** freely and absolutely grant, assign, &c. unto the said J. F. and F. J. **All** and all Manner of Goods, Chattels, Debts, Monies and all other Things of me the said R. C. whatsoever, as well Real as Personal, of what Kind, Nature or Quality soever; **To have and to hold** the same and every Part and Parcel thereof, unto them the said J. F. and F. J. their Executors, Administrators and Assigns for ever. **In Witness, &c.**

An Assignment by a Widow and Administratrix of her Husband's Personal Estate, (and of a Charge upon the real Estate in Case it falls short), except her Paraphernalia, by the Direction of several of his Simple Contract-Creditors, to Trustees, (particularly named by the other Parties) in Trust for the Intestate's Creditors, with several special Covenants and Provisoes.

THIS Indenture Tripartite, made, &c. **Between** A. B. of, &c. Widow, Administratrix, &c. of B. B. late of, &c. of the first Part, C. D. E. F. &c. Creditors by simple Contract of the said B. B. on Behalf of themselves and all other the Simple-Contract Creditors of the said B. B. deceased, of the second Part, and O. P. of, &c. Father of the said A. B. and Q. R. of, &c. another, and principal Creditor by simple Contract of the said B. B. of the third Part. **Whereas**, &c. (Recital of a Mortgage and Assignment of a Term Recitals of in Lands from B. B.'s Father and Mother, Tenants for Life, of Lands to S. T. and of the Widow's Mortgage, Marriage Settlement, whereby Part of the said mortgaged Premises were limited to several Uses, particularly a Term created to the Use of the said A. P. (now A. B. the Widow) for her Life, for her Jointure, wherein was a Covenant, that if A. P. survived her Husband, and his Father or Mother should be living at his Decease, then his Heirs, &c. should pay her during the Father and Mother's Lives (till the Wife should come into Possession) 200 l. per Ann.) **And whereas** the said B. B. is dead without Issue of the Body of the said A. begotten, and without making any other Issue.

Real Estate,
how far char-
ged.

A Commission
of Appraise-
ment out of
the Preroga-
tive Court.

Admininstrati-
on granted to
the Widow.
What is recei-
ved by her
and paid.

Great Part of
Personal E-
state consist-
ed in Debts in
Trade, &c.

Agreement to
name Trustees.

Trustees na-
med particu-
larly.

One Party
don't fulfil
said Agree-
ment;
others take
upon them-
selves the
same.

A Sum has
been laid out
in South Sea
Annuities to
secure the
Widow's
200 l. per Ann.
till she is in
Possession of
her Jointure.

After that to
go towards
Payment of
Debts, &c.
in Course.

other Provision for the Payment of the said 200 l. a Year to the said A. B. till she shall come into Possession of the Premises appointed for her Jointure, or the said several Sums of, &c. raised and charged upon the said Estate, whereby the Fee-simple and Inheritance of the Premises is come to and devolved upon L. B. Brother of the said B. B. subject to the Estate for Life of the said (Father and Mother) and the Jointure of the said A. B. and also subject to the said Charge of 200 l. per Annum, to the said A. B. till she shall come possessed of the Estate limited to her in Jointure; and also the said several Sums of, &c. charged upon the said Estate, as aforesaid, as likewise to the Bond and other the Creditors of the said B. B. by Specialty; which said real Estate, as to those several Terms to which the same are so subject, as also the said Bond and Specialty Debts, shall come in Aid to the Personal Estate of the said B. B. in case that shall be in any Thing deficient to pay the same and all other his Simple-Contract Debts: **And whereas** by Virtue of a Commission of Appraisement issuing out of the Prerogative Court of Canterbury directed to B. H. &c. as Commissioners to take an Account of, appraise and value all and singular the Goods, Estate and Effects of the said B. B. they the said Commissioners have accordingly taken an Account and made an Estimate thereof, and duly returned the same into the said Prerogative Court, a true Copy whereof is contained in the Schedule hereunto annexed, intituled *The first Schedule*: **And whereas** the said A. B. hath taken out Letters of Administration to the said B. B. and possessed herself of such Part of his Personal Estate, and sold and disposed of, and got in and received such Part thereof as she could, and other Part remains undisposed of, which are altogether included and mentioned in the Schedule hereunto annexed, intituled *The second Schedule*, and hath paid off, laid out and expended sundry Sums of Money in and towards Discharge of the Funeral Expences and Debts of the said Intestate; **All** which Goods and Effects so by her sold and disposed of, and the Money and Produce of the said Intestate's Estate, which she has received, and of whom, and how paid and applied, are particularly, by way of Account current Debtor and Creditor, in the said second Schedule hereunto annexed; which all the said Parties to these Presents do admit, approve and allow of: **And whereas** great Part of the Personal Estate of the said B. B. consisted of Debts in Trade, Tobacco undisposed of, and other Matters to a considerable Value; **And** in Regard that the said A. B. is unacquainted with the Nature of Trade, and that great Loss and Damage might happen thereby; and that thereby or otherwise, as well the said A. B. as the said B. B. and the said Estate might be subject to Suits in Law and Equity, and the Persons interested in and intitled to the Residuum of the said Intestate's Estate, might be considerably prejudiced thereby, and the said Creditors retarded in the having and receiving of their just Debts; **To** prevent which and all other Inconveniencies as much as possible, they the said A. B. the Widow and Administratrix, and the said B. the Father of the said Intestate, and the said Intestate's Creditors, Parties to these Presents, on the Behalf of themselves and all other the Simple-Contract Creditors of the said B. B. deceased, came to an Agreement together, to name and appoint three Persons as Trustees and Managers of the said Intestate's Estate for the Benefit of the Parties interested therein, to collect and get in, and to pay and apply the same in due Course of Administration, with Respect nevertheless to such Covenants or Agreements as are herein after mentioned; **And** to that End and Purpose the said A. B. named the said O. P. her Father, for and on her Behalf, and the said B. B. the Father, named the said T. J. for and on his Behalf, and the said Creditors, Parties to these Presents, named the said Q. R. for and on the Behalf of themselves and other the Simple-Contract Creditors of the said B. B. deceased; to which all the said Parties to these Presents agreed; but afterwards the said B. B. the said Father, delayed the establishing of the said Agreement, and after the same was fettered by Counsel named, and appointed for that Purpose by Consent of all Parties, absolutely refused to confirm or join in the said Agreement; and therefore the said O. P. and Q. R. at the Request of the said A. B. and the said C. D. E. F. G. H. J. K. and L. M. the said Simple-Contract Creditors, Parties to these Presents, have agreed to take upon themselves the said Trust: **And whereas** the Sum of, &c. Part of the said Intestate's personal Estate is already laid out in the Purchase of 5000 l. South-Sea Annuities in the Name of the said O. P. in Order to secure the Payment of the said Annual Sum of 200 l. to the said A. B. until she shall be in Possession of her Jointure, pursuant to the true Intent and Meaning of the said recited Agreement and Settlement; the Produce of which said South-Sea Annuities, after the Payment of the said 200 l. per Ann. and also the said South-Sea Annuities after the said A. B. shall be possessed of her Jointure, shall be applied towards Payment of the said Mortgage Debts and other Demands herein before mentioned; and that on such Payments, the said Mortgage shall be assigned to attend the Freehold and Inheritance of the said mortgaged Premises, or otherwise assigned for the better securing the said 200 l. a Year, and Payment of the said Intestate's Debts by Mortgage; and after Payment thereof, the Residue shall by the said Trustees be applied towards Payments of the Debts by Specialty, and then the other Debts, in a Course of Administration; **And**

And it is further agreed, that the said *Q. R.* shall empower the said *O. P.* to receive the Divi- *Q. R. im-*
dends of the said *South-Sea* Annuities, in Order to pay thereout the said 200*l. per Ann.* to the *powers O. P.*
said *A. B.* And whereas there may be a Surplus of the said Intestate's Estate, whereby the said *O. P.*
A. B. in such case will be intitled to a distributive Share of such Surplus, and in Regard the *to receive the*
said Creditors have consented to indemnify the said *A. B.* against all other Creditors of the said *Dividends.*
Intestate; therefore the said *A. B.* hath agreed that all extraordinary Expences of the Funeral, *Of the Surplus*
and all extraordinary Costs and Expences, the said Creditors, Parties to these Presents, shall *(if any) the*
bear, sustain and be put unto in defending the said *A. B.* pursuant to their aforesaid Covenant, *Widow will*
shall in the first Place be deducted and paid to the said Creditors, Parties to these Presents, be- *be intitled to*
fore the said *A. B.* shall receive any Part of the said Surplus; and that the said *A. B.* shall only *her distribu-*
receive what shall remain after the Deduction of such Charges and Expences, and no more; *tive Share.*
and so as such other Persons, who shall be intitled to the Residue of the said Intestate's distribu- *Extraordinary*
tive Estate, do allow their proportionable Share of all the said extraordinary Expences, except *Charges of*
those of the said Funeral, which are to be allowed by the said *A. B.* only: Now this In- *the Funeral,*
denture witnesseth, That the said *A. B.* in Pursuance of the said Agreement, and for and *&c. to be de-*
in Consideration of the Premises, and to the End, Intent and Purpose herein before recited and *ducted.*
mentioned, and in Consideration of the Sum of 5*s.* of, &c. to her the said *A. B.* in Hand paid
by the said *O. P.* and *Q. R.* at, &c. she the said *A. B.* at the Request and by the Direction *Assignment of*
and Appointment of the said *C. D. E. F. &c.* Creditors of the said *B. B.* Parties to these Pre- *Leasehold Pre-*
sents, on the Behalf of themselves and other the Simple-Contract Creditors of the said *C. B.* *mises.*
testified, &c. hath assigned, &c. unto the said *O. P.* and *Q. R.* their, &c. All that Mes-
suage, &c. at and under the Rent, &c. Subject nevertheless to such Agreements as the Subject, &c.
said *A. B.* hath made with one *J. W.* of, &c. touching the Sale of the Lease of the said
House, and Part of the Household Goods therein, and the Money arising by such Sale to be
paid to the Trustees; And also all and singular the Household Goods and Furniture of the Household
House, Plate, Linen, Pewter, Brasses, Coppers, Beds, Bedding and other Things of what Goods.
Nature or Kind soever; And also all the Shop Goods, Tobacco, Stock in Trade, Utensils Stock in
and other Goods and Chattels of what Nature or Kind soever in or upon the said Premises, or Trade.
to her the said *A. B.* as Administratrix of the said *B. B.* deceased, in any wise of Right be-
longing and appertaining; And also all and every the Debts and Sums of Money belonging, Debts.
due and owing, or payable to her the said *A. B.* as Administratrix to her said Husband, in the
first Schedule hereunto annexed mentioned; And also all other the Goods and Chattels what-
soever; And also all and every other the Debts so due and owing or to grow due and owing
to the said *A. B.* and contracted by and from any Person or Persons whatsoever before the Day
of the Date of these Presents, and all her Estate, &c. of, in and to the same and every Part,
&c. The Wearing Cloaths, Wearing Apparel and all other the Wearing and Ornamental Paraphernalia,
Things of her the said *A. B.* and the Furniture of a Room as of and for her Paraphernalia, &c. excepted.
and the Plate and other Things in the said second Schedule mentioned, only excepted; To
have, &c. (except, &c.) and so subject as aforesaid, unto, &c. for ever by these Presents;
And, &c. (Declaration by all the Parties, that the Premises are assigned upon Trust to be sold, Declaration of
Debts to be got in, Dividends and Stock to be applied in Payment of the Mortgage and Specialties, the Trusts.
and then the Simple-Contract Debts as in the above Agreement, and till Payment shall put Money
received out at Interest for the Benefit of the Creditors and Parties intitled to the Surplus, and, as
soon as conveniently may be, apply the same in Discharge of the Intestate's Debts, according to the
Statute of Distribution); And the said *A. B.* for herself, &c. doth covenant, &c. to, &c. that The Widow
it shall and may be lawful to and for the said *O. P.* and *Q. R.* their Agents or Servants, or *covenants that*
whomsoever they shall direct and appoint, from Time to Time to enter into, continue and re- *the Trustees*
main in the Dwelling-house and Warehouses aforesaid, where the said Goods and Chattels hereby *and their Ser-*
assigned and set over now are, and to take the same or any Part thereof into their Custody and *vants shall*
Possession, and sell the same there, if they shall think fit, and also to take, remove and carry *continue in*
away the same from thence, and sell them elsewhere, without any Let, Denial, Hindrance, *the House and*
Trouble, Interruption, Imbeizlement, With-holding or Concealing the same, or any Part *sell the Goods.*
thereof by her the said *A. B.* her Executors or Administrators, or any other Person or Persons
by or with her or their Knowledge, Privity, Consent or Procurement. (And that she, &c. Will not re-
will not receive any of the Debts, nor release the same; and appoints the Trustees her Attornies to *ceive, nor re-*
receive her Debts, &c. that the Widow will not become nonsuit, &c. without Trustees Consent. *lease.*
Further Assurance). And further that it shall and may be lawful for the said *O. P.* and *Q. R.* *Letter of At-*
in case there shall be any Surplus of the said Intestate's Estate after Payment of his Debts, *torney.*
whereby the said *A. B.* shall be intitled to a distributive Part of such Surplus, that the said *Further Af-*
Trustees shall or lawfully may deduct out of such Surplus, so far as the same will extend, all *surance, &c.*
extraordinary Expences of the Funeral, and all other Charges, pursuant to the said recited *Extraordinary*
Agreement. And this Indenture further witnesseth, That they the said *C. D. E. F.* *Expences to*
&c. Creditors of the said *B. B.* deceased, Parties to these Presents, on Behalf of themselves *be deducted*
and out of the Sur-
plus.

Creditors covenant to accept this Assignment in full of their Demands.

Provided the don't hinder the Trustees from acting, &c. as aforesaid.

Creditors on Payment to deliver up Securities.

These Presents to operate as a Release.

Indemnity of the Widow.

Surplus, how to be divided.

Proviso, in Case of Personal Estate falling short, &c.

In Case of Trustee's Death.

Declaration, that after Debts paid Securities to

and other Simple-Contract Creditors of the said *B. B.* deceased, for and in Consideration of the Grant and Assignment hereby made to the said *O. P.* and *Q. R.* with which they and every of them acknowledge themselves to be fully contented, they the said Creditors, Parties, &c. each and every of them for himself severally and apart, and for his and their several and respective Heirs, &c. and his and their several Acts only, and not jointly or one for another, do and doth hereby covenant, &c. to and with the said *A. B.* to take the Grant and Assignment so as aforesaid made to the said *O. P.* and *Q. R.* in full Discharge of their respective Claims and Demands, as also in full of all other the Demands of the Intestate Creditors by Specialty, Simple-Contract or otherwise, which he, she or they may, might or could have or claim from the said *A. B.* her, &c. **So as and provided** the said *A. B.* her, &c. do and shall in every Thing conform and act in and to the said Trustees, and do nothing to hinder or retard them in having and receiving all the Estate and Effects, which the said *B. B.* her late Husband died possessed of or any ways intitled to, except as aforesaid, or otherwise in the Execution of the Trust hereby in them reposed, according to the true Intent and Meaning hereof. **And** in such Case they the said Creditors, Parties to these Presents, that is to say, Each and every of them by and for him doth and do covenant, &c. upon Payment of their respective Debts, or such Part thereof as the Estate and Effects of the said *B. B.* deceased, hereby assigned and set over, or intended so to be, will amount unto, rateably and proportionably according to their respective Debts, when the same shall be collected and gathered in as aforesaid, to deliver up to her the said *A. B.* or her Executors or Administrators, or to the said Trustees for her or them, all Bonds, Bills, Notes and Securities which they or any of them have or can come at, for, touching or concerning any of their Debts or Demands, or otherwise shall and will release, and do hereby release and discharge her the said *A. B.* her, &c. of and from all Manner of Actions, &c. from the Beginning of the World unto the Day next before the Day of the Date of these Presents; **And** this present Indenture shall accordingly operate, and be a full, general and absolute Release and Discharge to the said *A. B.* her, &c. from and against all and every of them the said Creditors, Parties to, and who shall execute these Presents by themselves or others by them authorized, their respective Executors and Administrators, and all other the Creditors of the said *B. B.* deceased, and shall and may at all Times be so pleaded and pleadable in any Court of Law or Equity. **And further,** they the said Creditors above-named, Parties, &c. for themselves severally, &c. covenant, &c. to and with the said *A. B.* her, &c. that they the said Creditors, Parties hereto, their, &c. shall and will well and sufficiently save, defend, keep harmless and indemnified the said *A. B.* her, &c. of, from and against all Manner of Arrests, Costs, Charges, Damages and Expences, which she or they shall or may suffer, sustain or be put unto, as Administratrix to the said *B. B.* for or by Reason or Means of any Action, Arrest, Suit or Process commenced or to be commenced against her or them in the Name or Names, or by the Means or Procurement of any of them the said Creditors, Parties hereto, or any other Creditors of the said *B. B.* deceased, contrary to the true Intent and Meaning of these Presents; and also by Reason or Means of making this present Agreement and Assignment pursuant thereunto, or her the said *A. B.* her, &c. her or their Name or Names being at any Time made Use of in any Action, &c. to be commenced by, for or in recovering, having and receiving the Premises, so as aforesaid, assigned and set over to the said, &c. for the Purposes aforesaid, or any wise relating thereto or to these Presents; **And** that if it shall happen that any Surplus shall remain in the Hands of the said *O. P.* and *Q. R.* by Means of the Assignment so to them made as aforesaid, after the securing thereof, in the first Place, the said 200 *l.* per Ann. to and for the Use of the said *A. B.* during her Life, according to the said above in Part recited Settlement, and all other the Debts of the said *B. B.* deceased, by Mortgage or Specialty, according to the true Intent and Meaning of these Presents, and Satisfaction of all the said Creditors, Parties, &c. their respective Debts, and the Trustees their Charges; that then such Surplus (if any) shall be paid, distributed and divided to and amongst such Person and Persons as shall be intitled thereto, in a due Course of Administration, subject as aforesaid, and according to the Statute of Distribution of Intestate's Estates in that Case made and provided; any Thing, &c. **Provided always,** and it is hereby declared and agreed by and between the said Parties to these Presents, That nothing herein contained shall be construed to debar or hinder the said Creditors or any of them, in Case the said Personal Estate shall prove deficient or be exhausted, or any wise applied in the Payment of the said Debts on Mortgage or Specialty, by all lawful Ways, &c. to recover their respective Debts out of the Real Estate of the said *B. B.* deceased, descended to the said *L. B.* his Brother and Heir. (*Proviso that if O. P. shall die in the Life of A. B. before the Trusts performed, she may appoint another Trustee; so may the Creditors if Q. R. dies. Trustees not to be answerable, &c.*) **And it is hereby further declared and agreed** by, &c. all, &c. and it is the true, &c. that when and as soon as there shall be sufficient to discharge the Principal and Interest due on the said Mortgage and other Debts by Specialty, that the same shall be paid off and discharged in a Course of Administration, and the

the said several Securities shall be assigned to the said Trustees in such Manner as Counsel shall be assigned to advise, in Order to protect the Jointure of the said *A. B.* from any Incumbrances that may be protect the Jointure. thereon, and to protect the same, and to charge the Real Estate of the said *B. B.* in Case the Personal Estate shall be deficient to pay the whole Debts due from the said Intestate, in Ease of the Personal Estate, for the Benefit of the said *Q. R.* and other the Creditors of the said *B. B.* but not so as to prejudice the Jointure of the said *A. B.* **And further also**, that when and so As soon as soon as there shall be received and got in, by the said Trustees, out of the Estate and Effects 1000 *l.* is received and of the said Intestate, the Sum of 1000 *l.* over and above and after Satisfaction and Discharge Debts paid, it of the several Debts by Mortgage and Specialties and the said 200 *l.* per Ann. to the said *A. B.* shall be divided amongst all the Simple-Contract Creditors, Parties to these Presents, or who shall appear to be just Creditors of the said Intestate, equally and Creditors. proportionably according to their respective Debts; and so from Time to Time as soon and as often as 1000 *l.* more shall be raised and got in, they the said *O. P.* and *Q. R.* do hereby respectively, and not one for another, covenant, &c. to and with the said *C. D.* and *E. F.* and other the Creditors of the said *B. B.* Parties, &c. to pay and divide accordingly. **In Witness, &c.**

An Assignment of Debts as a Security in Trust for Creditors, being all the Satisfaction the Assignor is capable of making; with a Proviso, that if all his Creditors do not execute a Letter of Licence in a limited Time, this Assignment to be void.

THIS Indenture, &c. Whereas, &c. (Recital that the Assignor is indebted to several Persons in the first Schedule underwritten named, in the Sums set against their Names, which he is not at present in a Capacity to pay, or of making a Provision for the Payment of, otherwise than by and out of the several Debts due and owing to him the said *A. B.* in the way of his Trade, and which are mentioned and set down in the second Schedule hereunder written: **And whereas**, in Consideration that some Time is necessary to be allowed for the collecting and getting in of those Debts so due and owing to the said *A. B.* and that without the Indulgence of such his Creditors, and their Forbearance in the mean Time to sue, prosecute, or otherwise molest him, he the said *A. B.* will not be able to carry on and follow his Trade and Business, in Order to his Support and Maintenance, such the Creditors of the said *A. B.* upon the Intercession of *B. B.* of, &c. Father and principal Creditor of the said *A. B.* have agreed to give and grant unto him the said *A. B.* Letters of Licence and Forbearance, for so long Time as and until —, upon making such Provision for the Payment of their respective Debts, as by this Deed or Instrument is intended, as herein after is mentioned: **Now, &c.** (Assignment upon Trust.) **And for the better, &c.** (Letter of Attorney.) **Provided always**, and these Presents are upon this Condition nevertheless, that unless all and every the Creditors of the said *A. B.* in the said first Schedule hereunder written named, shall, within one Week now next ensuing the Date hereof, well and truly execute unto the said *A. B.* such Letter of Licence and Forbearance as aforesaid, of even Date with these Presents, these Presents, and every Thing herein contained, shall be utterly void and of no Effect; any Thing, &c. **In Witness, &c.**

An Assignment of a Debt for securing a Debt owing to the Assignee by the Assignor, with Proviso to be void on Payment of the said last mentioned Debt.

KNOW, &c. That I *B. M.* of, &c. in Consideration of the Sum of, &c. now justly due and owing by me to *W. P.* of, &c. and for better securing the Payment of the same to the said *W. P.* **Have** bargained, sold, assigned, &c. and by, &c. **Do, &c.** unto the said *W. P.* **All** that Debt or Sum of, &c. which is now due and owing to me from *J. H.* of, &c. for Goods sold and delivered by me to the said *J. H.* or his Order, before the Day of the Date hereof, and all my Right, &c. **To hold** to the said *W. P.* his Executors, &c. from henceforth, to his and their own proper Use and Behoof for ever, under the Proviso and Condition herein after mentioned: **And I** do hereby constitute, &c. (Letter of Attorney) **And I** do hereby covenant, &c. (Has not done, nor will do any Act to hinder Assignee from receiving the Debt, but will do further Acts, &c. as usual). **Provided always**, that if I the said *B. M.* my Executors, Administrators and Assigns, shall well and truly pay, or cause, &c. unto the said *W. P.* his, &c. the said Sum of, &c. within, &c. next ensuing the Date hereof, then this present Assignment, and every Article and Clause herein contained, shall become void, and of no Effect. **In Witness, &c.**

An Assignment by the Assignee under a Commission of Bankruptcy (by the Consent and Direction of the rest of the Creditors) of the (a) Bankrupt's Effects, to one of the Creditors, who (by Agreement) advances 8s. in the Pound, which the other Creditors agree to accept.

THIS Indenture made, &c. Between *W. P.* of, &c. (the Assignee under the Commission) of the first Part, *D. N.* late of, &c. (against whom a Commission of Bankruptcy hath been lately awarded) of the second Part, *P. N.* of, &c. *T. C.* and *J. G.* of, &c. *T. N.* of, &c. *D. B.* of, &c. *B. H.* of, &c. *R. T.* of, &c. and *J. W.* of, &c. Creditors of the said *D. N.* of the third Part, and *M. H.* of, &c. (Trustee) of the fourth Part. **Whereas** his Majesty's Commission under the Great Seal of Great Britain, grounded upon the several Statutes made concerning Bankrupts, bearing Date at Westminster the 4th Day of July last past, hath been awarded against the said *D. N.* directed to *N. G. T. L.* and *B. J.* Esqrs. *J. W.* and *J. B.* Commissioners in the said Commission named, thereby giving full Power and Authority unto them the said Commissioners, four or three of them, to execute the same; as by the said Commission may more fully appear: **And whereas** the major Part of the said Commissioners having began to put the said Commission in Execution, and upon due Examination of Witnesses, and otherwise, found that the said *D. N.* for a Year then last past and upwards used and exercised the Trade and Business of a Victualler and Dealer in Horses, and bought, sold and traded in Buying and Selling, and endeavoured to get his Living thereby, as others of his Trade and Business used to do, and by that Means became justly and truly indebted to the said *W. P.* in the Sum of 439*l.* 4*s.* 6*d.* for Goods sold and delivered, and in the further Sum of 40*l.* for Money lent, and to divers other Persons his Creditors, Parties hereto, in several Sums of Money; and that the said *D. N.* in the Judgment of the major Part of the said Commissioners, had become a Bankrupt, to all Intents and Purposes, within the Compass, true Intent and Meaning of the several Statutes made concerning Bankrupts, or within some or one of them, before the Date and Suing forth of the said Commission: **And whereas** the said *T. L. J. W.* and *J. B.* (being the major Part of the said Commissioners in the said Commission named) *Did* by Examination upon Oath of the said *D. N.* and otherwise, find that the said *D. N.* at the Time and since he became a Bankrupt as aforesaid, was possessed of divers Houses, Goods, Household Stuff and Implements of Household, all which they the major Part of the said Commissioners did cause to be seized by Virtue of their Warrant: **And whereas** pursuant to an Advertisement in the *London Gazette* for that Purpose inserted, the Creditors of the said *D. N.* appeared, at a Meeting of the major Part of the said Commissioners for that Purpose, at Guildhall, London; and the said *W. P.* being by the major Part of the said *D. N.*'s Creditors in Value, who had proved, or then and there did severally prove their Debts, every of them amounting to above 10*l.* he the said *W. P.* was nominated and chosen to be Assignee of the Estate and Effects of the said *D. N.* according to the Form of the Statute in that Case made and provided: **And whereas** by Indenture of Assignment bearing Date on or about the — Day of — now last past, and made or mentioned to be made between the said *T. L.* Esq; and the said *J. W.* and *J. B.* Gent. of the one Part, and the said *W. P.* of the other Part, (reciting as herein before is recited) *It is witnessed*, that the said Commissioners (Parties thereto) by Force and Virtue of the said Commission, and of the several Statutes whereupon the same was grounded, and in Considerations therein contained, by and on the Part and Behalf of the said *W. P.* his Heirs, Executors and Administrators, to be done and performed, *Did* order, assign and set over (as much as in them lay) unto the said *W. P.* All those five Houses, &c. *And also* all and singular the Goods, Household Stuff, Implements of Household and Stock in Trade; and also all and singular other the Goods and Chattels, Debts, Sum and Sums of Money, Rights and Credits then due and owing unto the said *D. N.* and all other the Personal Estate of the said *D. N.* and all and all Manner of Benefit and Advantage thereof, and of every Part thereof; *To hold* the same and every Part and Parcel thereof unto the said *W. P.* his Executors, Administrators and Assigns; *In Trust nevertheless* to and for the Use, Behoof, Benefit and Advantage of the said *W. P.* and all and every the Creditors of the said *D. N.* who had then sought, or thereafter in due Time should seek Relief, and come in as Creditors under the said Commission, according to the Direction and Limitation of the several Statutes in that Behalf made and provided, and to and for no other Use, Intent or Pur-

Recitals, viz.
As to the
Commission.

As to his be-
ing found a
Bankrupt,

and being in-
debted, &c.

As to his be-
ing possessed
of several
Houses,
Goods, &c.
and the Sei-
zure thereof
by the Com-
missioners
Warrant.

As to an Ad-
vertisement in
the *Gazette*,
and choosing
an Assignee
thereon.

As to the
Commission-
ers Assignment
to Mr. *P.* the
Assignee.

The Premis-
ses as to the
Houses.

As to his
Household
Goods, Stock
and Debts.

(a) For Bargains and Sales, and Assignments of Bankrupts Effects, see Tit. Bargain and Sale; and for Deeds of Distribution of Bankrupts Effects, see Tit. Distribution.

pose whatsoever, as in and by the said recited Indenture, &c. **And whereas,** since the Proposal by one of the Creditors to the rest, to pay them 8s. for every Pound Sterling, and so in Proportion for every greater or lesser Sum to them severally and respectively due and owing from the said Bankrupt, upon the Goods, Debts, Effects and Personalty of the said Bankrupt, assigned as aforesaid to, and now remaining unconverted into Money, and not disposed of, in the Hands of the said Assignees, together with the Produce of such Debts and Effects as have already been made or received, after Deduction of all Charges and Expences of and attending the said Commission and the Execution thereof, and of the assigned Trust, being paid, assigned and transferred, to, or to the Order of the said T. N. to which Proposal all the said Creditors, being well satisfied that the same is the Value or more than the said Bankrupt's Estate and Effects will produce, have consented and agreed to accept the said Sum after the Rate of 8s. for every Pound Sterling, and so in Proportion as aforesaid, in full Satisfaction for the whole of the Debts to them respectively due and owing from the said Bankrupt: **Now this Indenture witnesseth,** That the said W. P. and the said R. N. T. C. J. G. J. N. D. B. B. H. R. T. and J. W. being all the Creditors of the said D. N. who have sought Relief under the said Commission, in Pursuance and Execution of the said Agreement, and also for and in Consideration of the Sum of 8s. for every 20s. or Pound Sterling, and so in Proportion for every greater or lesser Sum so due and owing to them respectively from the Estate of the said D. N. as aforesaid, to them in Hand severally paid by the said N. H. at or before the Ensealing and Delivery of these Presents, that is to say, The Sum of 191l. 14s. in full for the Sum of 479l. 4s. 6d. due to the said W. P. The Sum of 44l. in full for the Sum of 110l. 1s. due to the said R. N. The Sum of 7s. 6d. in full for the Sum of 18s. due to the said T. C. The Sum of 5l. 1s. in full for the Sum of 12l. 13s. due to the said J. G. The Sum of 20l. in full for the Sum of 50l. due to the said J. N. The Sum of 12l. in full for the Sum of 30l. due to the said D. B. The Sum of 20l. in full for the Sum of 50l. due to the said B. H. The Sum of 6l. 17s. in full for the Sum of 17l. 2s. 6d. due to the said R. T. The Sum of 21l. 4s. in full for the Sum of 52l. 19s. 9d. due to the said J. W. the Receipt and Payment of which said several Sums the said W. B. & al^e do hereby severally and respectively acknowledge, and themselves therewith to be fully contented, satisfied and paid, and thereof and therefrom, and of and from every Part and Parcel thereof do, and each and every of them doth acquit, release and discharge the said N. H. his Executors and Administrators for ever, by these Presents; **All** which said several Sums paid in Manner aforesaid, are hereby declared to be paid with the proper Money of the said T. N. he the said W. P. (at the Request, and by the Direction and Appointment of the said R. N. & al^e and also of the said D. N. the Bankrupt, testified by their being made Parties hereto, and their Sealing and Delivery hereof) **Hath** bargained, sold, assigned, transferred and set over, and by these Presents **Doth** absolutely, and as much as in him lies, and he lawfully may, bargain, gain, &c. unto the said T. N. his Executors, Administrators and Assigns; **And** also the said D. N. as much as in him lies, **Hath** bargained, sold, released, ratified and confirmed, and by these Presents **Doth** bargain, sell, release, ratify and confirm unto the said T. N. his Executors, Administrators and Assigns, **All** those the said five Houses, &c. **And also all** and singular other the Goods and Chattels, Debts, Sum and Sums of Money, Rights and Credits due and owing unto the said D. N. at the Time he became a Bankrupt, and all other the Personal Estate of the said D. N. and all Manner of Benefit and Advantage thereof, and of every Part thereof, as fully and effectually to all Intents and Purposes whatsoever, as the said Messuages, Goods and other Effects late of the said D. N. the Bankrupt, which were assigned to the said W. P. might have been held and enjoyed by Virtue of the said recited Commission of Bankruptcy and Indenture of Assignment, **In Trust** for himself and other the said Creditors, Parties to these Presents, together with the said recited Commission and Indenture of Assignment, and all Benefit and Advantage to accrue thereby, (the Lease of the Bankrupt's Dwelling-house, and the Goods for which Mr. S. contracted, and the Effects converted into Money, and for all which the said W. P. hath now accounted to the Satisfaction of all the Parties, only excepted); **To have and to hold** the said Messuages or Dwelling-houses, and all and singular other the Goods and Chattels, Debts, Sum and Sums of Money, Rights and Credits whatsoever, and every Part and Parcel thereof, unto the said N. H. his Executors, Administrators and Assigns, in Trust nevertheless for the sole Use, Benefit and Advantage of the said T. N. his Executors, Administrators and Assigns, and to and for no other Use, Intent or Purpose whatsoever. **And this Indenture further witnesseth,** that for the Considerations aforesaid they the said R. N. & al^e **Have**, and each and every of them **Hath** remised, released, and for ever quit-claimed, and by these Presents for themselves severally and respectively, and their several and respective Executors and Administrators **Do**, and each and every of them

Letter of At-
torney.

A Covenant
to indemnify
touching pre-
sent Assign-
ment.

them **Doth** remise, release, and for ever quit-claim unto the said *W. P.* his Executors and Administrators, **All** their and each and every of their said several and respective Debts and Demands which they have or ever had, or which they or any of them is or are intitled to have, claim or demand, of or from the said *W. P.* as such Assigns as aforesaid, or by or out of the Estate and Effects of the said *D. N.* the Bankrupt, which by Virtue of the said Commission and Indenture of Assignment herein before recited were or are vested in the said *W. P.* **And** the said *W. P.* doth by these Presents make, ordain, constitute and appoint the said *N. H.* his true and lawful Attorney, **In Trust nevertheless** for the said *T. N.* as aforesaid, irrevocable, in his Name, Place and Stead, to demand and receive of and from all and every Person and Persons whatsoever, all and every Sum and Sums of Money, Debt and Debts, and other Effects due, owing or belonging to the said Bankrupt's Estate, assigned to the said *W. P.* as aforesaid, and not already converted into Money, disposed of or by him received; and also to sue and prosecute all and every such Action and Actions, Suit and Suits, as he the said *N. H.* shall think proper and needful for the recovering and getting in all or any of the said Debt or Debts belonging to the said Estate of the said *D. N.* the Bankrupt, and to do all such Acts and Things whatsoever which shall be from Time to Time thought needful and requisite for the recovering and getting in of the same, and to give Releases and Discharges for the same, and to make, seal and execute all and every such Acts and Things whatsoever as the said *N. H.* shall think proper, but for the sole Use, Benefit and Behoof of the said *T. N.* his Executors, Administrators and Assigns: **And** the said *N. H.* and *T. N.* for themselves severally and respectively, and for their several and respective Executors, Administrators and Assigns, do hereby covenant, promise and agree, to and with the said *W. P.* his Executors and Administrators, by these Presents, that they the said *N. H.* and *T. N.* their Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said *W. P.* his Heirs, Executors and Administrators, and his and their Bodies, Lands, Tenements, Goods and Chattels, of and from all and all Manner of Actions, Suits, Costs, Losses, Damages and Expences whatsoever which he or they shall or may sustain or be put unto for or by Reason of the Premises, or of the above recited Indenture of Assignment, or of his executing a Counterpart thereof, or of this present Deed of Assignment, or any other Matter or Thing by him lawfully done or executed by Virtue of the said Commission, or his lawful intermeddling or dealing in or concerning the Premises, by Force, Virtue or Colour thereof; and also of, from and against all other Debts, Claims and Demands made or to be made by any other Person or Persons whatsoever upon or out of the said Bankrupt's Estate and Effects, or upon or against the said *W. P.* as he is such Assignee thereof as aforesaid, his Heirs, Executors or Administrators. **In Witness, &c.**

An Assignment of an Assignment of Debts to pay Creditors, &c. the first Assignee refusing to act.

Debts owing.

Unable to
pay Debts
due.

Assigned,

But not re-
ceived, the
former As-
signee refu-
sing to act.

Relinquish-
ment of Right
to the Debts
assigned,

THIS Indenture Tripartite, made, &c. Between *A.* of the first Part, *B.* of the second Part, and *C.* of the third Part. **Whereas** the said *A.* on the Date hereof doth justly owe and is indebted unto the several Persons his Creditors, whose Names and particular Debt against every such Person's Name are set forth in a Schedule hereunder written, intituled, The first Schedule: **And whereas** the said *A.* by Reason of Losses and other Misfortunes, is now obliged to abscond from his Trade and Habitation, and is rendered incapable of paying each Creditor their full respective Debts: **And whereas** there is now justly due and owing to the said *A.* from the several Persons, the respective Debts or Sums of Money set forth against every such Person's Name, and which are mentioned in another Schedule hereunder written, intituled, The second Schedule; **Which** last mentioned Debts so due to him the said *A.* Have been by him assigned to the said *B.* and his Assigns, **In Trust** and to the Intent (when received) to be by him or them paid to the said Creditors of the said *A.* proportionably, according to their respective Debts, as far as the same will extend to pay and satisfy: **And whereas** the said *B.* not having received any of the said Debts, and declining to act in the said Trust, **Has** agreed to relinquish the same, and to assign the same Debts to the said *C.* **Nevertheless upon the Trusts and Purposes, and in such Manner as herein after mentioned: Now this Indenture witnesseth,** That in Performance of the said Agreement, and for 5*s.* of lawful Money to the said *B.* in Hand paid by the said *C.* at or before the executing hereof, and for other good Considerations him thereunto especially moving, **He** the said *B.* **Doth**, and by these Presents **Doth** absolutely renounce, relinquish and quit-claim all his Right, Title and Interest whatsoever, of, in or to the said Trust, Debts, Monies and Premises so assigned to him as aforesaid; **And** for the Considerations aforesaid, **He** the said *B.* (by the Direction and

Appointment of the said *A.* testified by his being a Party to and executing hereof) And also the said *A.* have, and each of them hath, and by these Presents Do, and each of them (as much as in them lieth, or they or either of them can or lawfully may) Doth absolutely assign, transfer and set over unto the said *C.* his Executors, Administrators and Assigns, all and singular the said several Debts and Monies in the said second Schedule hereunder written mentioned and expressed, and all the Right, Interest, Property, Claim and Demand whatsoever or howsoever of them the said *A.* and *B.* or either of them, of, in or to the said hereby assigned Debts, Monies and Premises; To have, hold, receive, take and enjoy, all and singular the said hereby assigned Debts, Monies and Premises, unto and to the Use of the said *C.* his Executors, Administrators and Assigns, from henceforth, as and for his and their own proper Monies; Nevertheless upon the several Trusts, &c. (Setting forth the Trusts; and then add a Letter of Attorney). In Witness, &c.

and new Assignment by the Direction of the former Assignor.

XIV. Assignments of * Debts in Consideration of Money paid, and of dissolving Partnership, &c.

An Assignment by a Baron and Feme, the Feme being Administratrix of her Father's Goods, &c. of all Debts due to the Father's Estate on Bonds, Judgments, Notes, Books, &c. (except two Debts) in Consideration of a Sum of Money paid, with Letter of Attorney and proper Covenants.

THIS Indenture made, &c. Between *F. B.* of, &c. Esq; and *D.* his Wife, (Daughter and Administratrix of the Goods and Chattels, Debts and Credits of *W. N.* late of, &c. deceased) of the one Part, and *W. L.* of, &c. of the other Part. Whereas there are several Debts upon Bond, Judgment, Assignment, Note, Book or otherwise, now due and owing from several Persons to the Estate late of the said *W. N.* which now belong to and are the Property of the said *F. B.* and *D.* his Wife, (as being such Administratrix as aforefaid;) And whereas most of the said Debts being of long standing, few of them good, and the greatest Part of them bad and desperate, and in regard of the Trouble and great Expence and Charge which the said *W. L.* may be at in getting in such of the said Debts as may prove good, that they the said *F. B.* and *D.* his Wife, in Consideration of the Sum of 100*l.* to them paid by the said *W. L.* as herein after mentioned, have agreed to make an absolute Assignment of all and every the said Debts, both good and bad, unto and to and for the only Use and Benefit of him the said *W. L.* his Executors and Assigns, in such Manner, and except as herein after is in that Behalf mentioned and expressed: Now this Indenture witnesseth, That in Pursuance and Performance of the said recited Agreement, and for and in Consideration of the said Sum of 100*l.* of, &c. to them the said *F. B.* and *D.* his Wife, or one of them, in Hand well and truly paid by the said *W. L.* at, &c. in full for the absolute Purchase of all the Right and Interest of them the said *F. B.* and *D.* his Wife, of, in and to the said hereby assigned Debts, Monies and Premises, the Receipt of which said Sum of 100*l.* they the said *F. B.* and *D.* his Wife do hereby acknowledge, and thereof, &c. the said *W. L.* his Executors, Administrators and Assigns, and for divers other, &c. they the said *F. B.* and *D.* his Wife, have, and each of them hath bargained, sold, assigned, transferred and set over, and by these Presents Do and each of them Doth freely, clearly and absolutely bargain, &c. unto the said *W. L.* All and every the said Debts both good and bad, and Sums of Money whatsoever as are now due and owing by Virtue of any Judgments, Bonds, Notes, Book, or otherwise howsoever, from all and every Persons whomsoever and wheresoever, to the Estate late of the said *W. N.* deceased, or to them the said *F. B.* and *D.* his Wife, or either of them, as his Representatives by Virtue of the said Administration, or otherwise howsoever, (other than and except a Debt due from *W. V.* late of London, Merchant, one other Debt due from the late Earl of *T.* deceased), together with all and every the Bonds, Judgments, Notes, and all Interest-Monies due thereon, and also all Books of Account, and all and every other the Vouchers, Papers and Writings whatsoever, touching or concerning the same, and together also with all Benefit and Advantage whatsoever to be had or made of the same; and also all Right, Title, Interest, Property, Claim and Demand whatsoever, both at Law and Equity, of them the said *F. B.* and *D.* his Wife, or of either of them, or of any Person or Persons in Trust for them, or either of them, of, in, to or out of the said hereby assigned Debts, Monies and Premises, and every Part and Parcel thereof, by Virtue of the said Administration,

Recital of Debts due to the Intestate *W. N.* on Bond, Judgment, Assignment, &c. Many of them bad.

Agreement for Assignment.

Consideration.

Assignment.

* See before in the last Division for Assignment of Debts, &c. in Satisfaction of Creditors.
Note; Debts by the Common Law are not properly assignable. See the Notes under the first Page of Assignments.
PART II. 6 OR

Habendum.

Letter of Attorney.

Covenant,
viz. By Husband for himself & Ux,
that the Debts are not discharged, nor will they discharge them.
Nor revoke any Power given to the Assignee.
But shall do any further Act, &c.

Covenant to indemnify the Assignors.

or otherwise howsoever; **To have, hold,** receive, take and enjoy the said Debts, Monies, and all and singular other the herein before mentioned and intended to be hereby assigned Premises (except as aforesaid) unto and to and for the only Use and Benefit of him the said *W. L.* his Executors, Administrators and Assigns, as and for his and their own proper Monies from henceforth for evermore, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as they the said *F. B.* and *D.* his Wife, or either of them, their or either of their Executors or Administrators, could or might have had, received or enjoyed the same, in case these Presents had not been made. **And** for the better and more effectual enabling him the said *W. L.* his Executors, Administrators and Assigns, to recover and receive all and singular the hereby assigned Debts, Monies and Premises, to and for his and their own Use and Benefit, they the said *F. B.* and *D.* his Wife, for the Considerations aforesaid, **Have** and each of them **Path,** and by these Presents **Do** and each of them **Doth** nominate, &c. the said *W. L.* his, &c. the true and lawful Attorney and Attornies of them the said *F. B.* and *D.* his Wife, in their or either of their Names, or otherwise, to ask, demand, sue for, recover and receive, of and from — and all and every other Persons whomsoever, who are any ways indebted to the Estate late of the said *W. N.* or his Representatives as aforesaid, **All** and singular the said hereby assigned Debts, Sums of Money and Premises (except the aforesaid two Debts), and upon Receipt thereof, or of any Part thereof, in the Names of the said *F. B.* and *D.* his Wife, or either of them, or otherwise, to give proper and sufficient Discharges for the same, and upon Non-payment thereof, or of any Part thereof, in their or either of their Names, to commence any Action or Suit, either at Law or in Equity, and the same to carry on to Effect, for the Recovery and Receipt of the said hereby assigned Debts, Monies and Premises; and they the said *F. B.* and *D.* his Wife, do hereby give and grant unto the said *W. L.* his Executors, Administrators and Assigns, their and each of their full, whole and absolute Power, as well for the Suing for, Recovering, Obtaining and Receiving, as also for the Releasing, Compounding and Discharging of all and every the said hereby assigned Debts, Monies and Premises (except as aforesaid), and that as fully, &c. and finally they the said *F. B.* and *D.* his Wife, and each of them, do hereby establish, ratify, &c. **And** the said *F. B.* for himself, and for the said *D.* his Wife, and for their respective Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *W. L.* his, &c. in Manner as follows; (to wit), That they the said *F. B.* and *D.* his Wife, or either of them, have not at any Time heretofore assigned, released or discharged, all or any of the said hereby assigned Debts, Monies and Premises (except only as to the two Debts aforesaid), **Nor** shall or will at any Time hereafter receive, release or discharge the same, or any of them; nor shall or will disavow, discontinue, release or discharge any Action or Suit, which at any Time shall be brought or commenced by the said *W. L.* his, &c. for the Recovery and Receipt of the hereby assigned Debts, Monies and Premises, or any Part thereof; nor revoke or countermand any Power or Authority hereby given to the said *W. L.* his, &c. without his or their Consent in Writing first had for that Purpose; **But** shall and will at any Time or Times hereafter, at the Request and Charge of the said *W. L.* his, &c. make, do and execute, or cause or procure to be made, done or executed, all and every such further Acts and Things whatsoever, as well for the corroborating and strengthening of these Presents, as also for the better and more effectual enabling the said *W. L.* his, &c. to recover and receive all and singular the said hereby assigned Debts, Monies and Premises (except as aforesaid) to and for his and their own Use and Benefit, as by his or their Counsel learned in the Law shall in that Behalf be reasonably advised or required. **And lastly,** The said *W. L.* for himself, his Executors, Administrators and Assigns, doth hereby covenant with them the said *F. B.* and *D.* his Wife, their Executors and Administrators, that he the said *W. L.* his, &c. shall and will from Time to Time, and at all Times hereafter, save, keep harmless and indemnified the said *F. B.* and *D.* his Wife, their, &c. and their and every of their Goods and Chattels, Lands and Tenements, of, from and against all Costs, Charges, Damages and Expences whatsoever, which shall or may any way fall upon, or be come by, or be recovered against the said *F. B.* and *D.* his Wife, their Executors or Administrators, by Means or Occasion of any Action or Actions, Suit or Suits, that shall or may be brought by, or prosecuted in the Name of them the said *F. B.* and *D.* his Wife, or either of them, their or either of their, &c. for the Recovery of any of the said hereby assigned Debts, by Virtue of these Presents, or of any Power or Authority hereby given unto the said *W. L.* his, &c. **In Witness, &c.**

A Receipt to be indorsed for the 100l. Consideration-Money.

An Assignment by a Widow and Executrix, and her Son, of Debts owing to the Testator on several Kinds of Securities, viz. Judgments, Recognizances, Bonds, Assignments, &c. in Consideration of Money, wherein is recited several Defeasances, Declarations and Covenants between the Debtors and Creditors, &c.

THIS Indenture made, &c. Between E.W. of, &c. (Widow and Executrix of the last Will and Testament of H.W. late of Lincoln's Inn in the said County of Middlesex, Gent. deceased), and R.W. of Staple's Inn, London, Gent. (eldest Son and Heir of the said H. and E.W.) of the one Part, and H.W. sen. of, &c. Gent. of the other Part, Whereas J.B. late of, &c. Gent. Did by Warrant of Attorney under his Hand and Seal, dated on or about, &c. lawfully authorise Mr. N.H. and Mr. J.H. Attornies of the Court of Common Pleas at Westminster, to appear for him the said J.B. in the Court, as of Hilary Term or in Easter-Term, in the Years of our Lord — and — or in some other subsequent Term, and then and there to receive a Declaration against him the same J.B. for 5000 l. Debt, at the Suit of W.P. of, &c. and the above named H.W. and thereupon to confess Judgment, which said Judgment was shortly after had and obtained, and entered upon Record in the said Court of Common Pleas; And whereas the said J.B. at that Time stood indebted to the said W.P. in the full Sum of 700 l. and did also then owe and was justly indebted unto the said H.W. in the Sum of 236 l. And whereas by a certain Indenture of Defeasance, bearing Date the 22d Day of April, and made between the said W.P. and the above named H.W. (by the Name of H.W. of, &c.) of the one Part, and the said J.B. of the other Part, whereby after reciting (among other Things) as is herein before recited, (or to the like Effect) the said W.P. and H.W. did thereby covenant with the said J.B. his, &c. that if the said J.B. his, &c. should (among other Sums therein mentioned), well and truly pay to the said W.P. his, &c. the said Sum of 700 l. with Interest for the same on, &c. and also well and truly pay unto the said H.W. his, &c. the said Sum of 236 l. with Interest for the same on, &c. that then and from thenceforth they the said W.P. and H.W. their, &c. should and would at the Request and Charge in the Law of the said J.B. his, &c. acknowledge Satisfaction upon Record of the said Judgment, or do any other lawful Act or Acts to vacate or make void the same, as Counsel should direct: And whereas the said J.B. and W.P. by their Recognizance, bearing Date, &c. did jointly and severally become bound unto R.H. of, &c. in the Penal Sum of 400 l. conditioned for the Payment of the Sum of 250 l. on, &c. unto the said R.H. his Executors, Administrators and Assigns, which said Recognizance was on, &c. inrolled in his then Majesty's High Court of Chancery: And whereas by Indenture of Assignment bearing Date, &c. and made between the said R.H. of the one Part, and C.N. of, &c. of the other Part, whereby (after reciting the before mentioned Recognizance so entered into by the said, &c. as aforesaid; And further reciting, that the said J.B. and W.P. had not paid the said Sum of 250 l. according to the Condition of the said Recognizance, and that the said R.H. had thereupon proceeded to Judgment against them on the same in the said Court of Chancery), It is by the same Indenture witnessed, that the said R.H. (for and in Consideration of the said Sum of 250 l. paid to him by the said C.N. and also of the further Sum of 14 l. by him also paid for Interest and Charges relating to the same) Did C.N. assign, &c. unto the said C.N. his, &c. the same recited Recognizance and Judgment, and all Sums of Money therein contained and thereby recoverable, and all Benefit and Advantage which should or might in any wise thereafter grow, be had, made, gotten, arise, accrue, upon or by Reason of the same Recognizance or Judgment, or of any Process, Execution or Extent to be thereupon had or made; And the said R.H. did thereby constitute, &c. (Recital of Letter of Attorney) in such Manner as therein is mentioned: And whereas by a certain Deed or Instrument in Writing bearing Date the said, &c. (whereby after reciting the same before mentioned Recognizance and Judgment and the said Assignment thereof to the said C.N.) the said C.N. Did thereby declare and agree, that the said Sums of 250 l. and 14 l. so by him paid by the said R.H. in the Assignment as aforesaid, was the proper Money of the said H.W. and that the Name of him the said C.N. was therein used in Trust only, and to and for the Use and Benefit of the said H.W. his Executors, Administrators and Assigns: And whereas by one other Indenture of Defeasance, bearing Date on or about the first Day of April — and made between the said W.P. and H.W. of the one Part, and the said J.B. of the other Part, whereby after reciting the before recited Indenture of Defeasance, dated the, &c. and after reciting therein (among other Things) the said therein and herein before mentioned Judgment obtained by them the said W.P. and H.W. against the said J.B. for 5000 l. as aforesaid, and after further reciting therein (among other Securities given by them the said W.P. and H.W. for and on the Account of the same J.B.) the before recited Recognizance

from *W. P.*
and *H. W.*
that if *J. B.*
pays *C. N.*
214*l.* and
indemnifies
said *W. P.*
and *H. W.*
from Costs,
&c.
they will ac-
knowledge
Satisfaction,
&c.
Of a Bond
from *J. B.*
W. P. and *H.*
W. to *R. H.*
Penalty 400*l.*
Condition
218*l.*
Of Declara-
tion and Co-
venant by *J.*
B. that the
Judgment en-
tered against
him should be
a Security to
indemnify *W.*
P. and *H. W.*
from said
Bond.

Of another
Bond from *J.*
B. to *H. W.* for
218*l.* 5*s.* 10*d.*
H. W. dead.

R. H. dead.

Consideration.

Assignment.

Recognizance entred and given to the said *R. H.* and of the obtaining Judgment thereon as
afore said, and the Assignment thereof made by the *R. H.* to the said *C. N.* as afore said, It is
by the said Indenture of the first of *April* — Witnessed, and the said *W. P.* and *H. W.* for
themselves, their Executors and Administrators, Did thereby covenant with the said *J. B.* That
if he the same *J. B.* his Heirs, Executors and Administrators, (among other Sums therein
mentioned) should well and truly pay to the said *C. N.* his Executors, Administrators or As-
signs, the said Sum of 214*l.* and Interest; And also if he the same *J. B.* his, &c. should at
all Times then after indemnify them the said *W. P.* and *H. W.* their, &c. of and from all
Costs, Damages and Expences in such Manner as therein mentioned, that then they the said
W. P. and *H. W.* their, &c. should at the Request and Charge of the same *J. B.* his, &c.
acknowledge Satisfaction upon Record on the said Judgment, or do any other Act to vacate
and make void the same, as Counsel should advise: And whereas by one Bond or Obligation
bearing Date, &c. the said *J. B.* *W. P.* and *H. W.* are thereby severally and jointly bound
unto *R. H.* of, &c. in the penal Sum of 400*l.* with Condition thereunder written, that if
the same *J. B.* *W. P.* and *H. W.* or any, &c. should, &c. pay to the said *J. H.* his, &c. the
full Sum of 218*l.* on the several Days, and in such Manner as therein is mentioned, then the
same Obligation to be void: And whereas by Deed Poll bearing Date, &c. (after reciting
therein the herein before mentioned Judgment for 5000*l.* obtained by them the said *W. P.*
and *H. W.* in *T. Term* in the — Year, &c. against the said *J. B.* and also after reciting
therein the before in Part recited Bond made from *J. B.* *W. P.* and *H. W.* to the said *R. H.*
for Payment of the said Sum of 218*l.*) the said *J. B.* Did thereby covenant, promise and de-
clare, to and with the said *W. P.* and *H. W.* their, &c. that the said therein before recited
Judgment should be a Security for the indemnifying them the said *W. P.* and *H. W.* their,
&c. as well from the Payment of the said 218*l.* and Interest, as also from all Costs and
Charges which they the said *W. P.* and *H. W.* their Executors or Administrators should sustain
by Reason of the said *J. B.*'s Non-payment of the said 218*l.* and Interest, or by Reason of
the said *W. P.* and *H. W.* becoming bound with the said *J. B.* for Payment thereof, or other-
wise relating thereunto: And whereas by one other Bond or Obligation bearing Date, &c.
the said *J. B.* stands bound to the said *H. W.* in the penal Sum of 560*l.* with Condition there-
under written, for Payment of the Sum of 218*l.* 5*s.* 10*d.* and Interest, on, &c. as in and
by the said several recited Bonds and Judgments and other Securities before in Part recited, Re-
lation being to them respectively had, more fully and at large may appear: And whereas the
said *H. W.* is since dead, having first made and duly executed his last Will and Testament, and
thereby did constitute and appoint her the said *E. W.* sole Executrix thereof, who hath since
duly proved the same Will, and taken on her the Burthen of the Execution thereof: And
whereas the said *R. H.* is since also dead, and Letters of Administration of his Goods, Chat-
tels, Rights and Credits have been duly granted to her the said *E. W.* Now this Indenture
witnesseth, that for and in Consideration of the Sum of 300*l.* of, &c. to them the said
E. W. and *R. W.* or one of them in Hand well and truly paid and secured to be paid by the
said *H. W.* the Receipt, &c. and for divers, &c. they the said *E. W.* and *R. W.* have bar-
gained, sold, assigned, transferred and set over, and by these Presents Do and each of them
Doth bargain, &c. unto the said *H. W.* The said before mentioned Sum of 236*l.* due from
the said *J. B.* to the said *H. W.* deceased, on the Balance of an Account in the before in Part
recited Defeazance of the 22d of *April* — particularly mentioned; And also the before
mentioned and recited Recognizance made from the same *J. B.* and *W. P.* to the said *R. H.*
deceased, dated, &c. And also the before in Part recited Bond, dated, &c. made from the
said *J. B.* *W. P.* and *H. W.* to the said *R. H.* for securing the before mentioned Sum of 218*l.*
And also the before in Part recited Bond, dated, &c. made from the said *J. B.* to the said
H. W. for Payment of the before mentioned Sum of 280*l.* 5*s.* 10*d.* and Interest for the
same unto the said *H. W.* And also the before in Part recited Judgment obtained by them
the said *W. P.* and *H. W.* in *T. Term* in the — Year, &c. against the said *J. B.* for the
Sum of 5000*l.* And also all and every other the Debts, Bonds, Judgments and all other
Securities which were given to him the said *H. W.* or in Trust for him, or assigned to him in
his Life-time, or which he had obtained against them the said *J. B.* and *W. P.* or either of
them, in any Court of Law or Equity or otherwise howsoever, together with all and every the
Sum and Sums of Money whatsoever now due or to grow due and payable, or which shall or
may be recovered upon or by Virtue of the herein before mentioned to be assigned Bonds, Re-
cognizance, Judgment and other Securities, or any or either of them by Virtue of any Execu-
tion or Executions or other Process whatsoever, thereupon or upon any other Account whatso-
ever, of them the said *E.* and *R. W.* or of either of them, of, in or to the hereby assigned
Premises, or any Part or Parcel thereof; Except, and always reserved out of this present
Assignment unto the said *R. W.* his Executors and Administrators, All those three Messuages
or Tenements, situate, &c. which by Virtue of an Assignment of a Mortgage, and Judg-
ment

ment made from Mr. *W. P.* (Executor of *R. P.* deceased) were assigned to the said *E. W.* and by her since assigned to the said *R. W.* And also except one Bond or Obligation from the said *W. P.* to the said *P. W.* for securing 130*l.* and Interest; To have, hold, receive, take and enjoy the said Bonds, Recognizance, Judgment, Debts, Sums of Money, and all and singular other the herein before mentioned and intended to be hereby assigned Premises, (except as is before excepted) unto and to the Use of him the said *H. W.* his Executors, Administrators and Assigns from henceforth for evermore, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as they the said *E. W.* and *R. W.* or either of them, could or might have had, held, received or enjoyed the same, in case these Presents had not been had or made. And for the better, &c. (Letter of Attorney). And the Letter of At-
 said *E. W.* for herself, her Heirs, Executors and Administrators, and the said *R. W.* for him-
 self, his Heirs, Executors and Administrators, do and each of them doth severally and apart
 covenant to and with the said *H. W.* his Executors, Administrators and Assigns, by these Pre-
 sents in Manner as follows, viz. That (for and notwithstanding any any Act or Thing whatso-
 ever, by them the said *E. W.* and *R. W.* or the said *H. W.* deceased, or any of them, done,
 made, committed or suffered to the contrary) the said several recited and hereby intended to be
 assigned Securities at the Time of executing hereof are now in full Force and Virtue, and that
 all and every the several Debts and Sums of Money due upon or by Virtue of the said several
 Securities herein before mentioned and intended to be hereby assigned, are all of them now
 wholly unpaid, and that the said several hereby assigned Sums of Money are now *bona fide*
 wholly due and owing; And also that the said *E. W.* nor the said *H. W.* deceased, or either
 of them, have not at any Time heretofore, made, done or suffered, nor that she the said *E. W.*
 shall at any Time hereafter make, do, execute or willingly suffer any Act, Deed, Matter or
 Thing whatsoever, whereby or by Means whereof the herein before mentioned and intended
 to be hereby assigned Premises, or any Part thereof, are, or is, or shall, or may be in any
 ways prejudiced, discharged, vacated or otherwise incumbered in any Manner howsoever;
 And also that he the said *R. W.* hath not at any Time heretofore made, done, committed,
 executed or willingly suffered, nor that he the said *R. W.* shall at any Time hereafter make,
 do, execute or willingly suffer any Act, Deed, Matter or Thing whatsoever, whereby or by
 Means whereof the herein before mentioned and intended to be hereby assigned Premises, or
 any Part thereof, are, is, shall or may be in any wise prejudiced, discharged, vacated or other-
 wise incumbered in any Manner howsoever; And the said *H. W.* for himself, his, &c. doth
 covenant, &c. (Indemnity of Assignors) to and with the said *E. W.* and *R. W.* their, &c. his,
 &c. In Witness, &c.

*Assignment of a Debt due from a Bankrupt, which Debt is proved before the Commis-
 sioners, but not yet received, with Letter of Attorney and proper Covenants.*

THIS Indenture, &c. Between *T. F.* of, &c. of the one Part, and *T. U.* of, &c.
 of the other Part. **Whereas** *F. G.* late of, &c. Merchant, deceased, (against whom Debt due from
 a Commission of Bankruptcy was issued forth and awarded) was at the Time he became a the Bankrupt.
 Bankrupt justly indebted unto the said *T. F.* as Executor to Dame *M. F.* deceased; and other-
 wise in the Sum of 2325*l.* 19*s.* 7*d.* for which Debt the said *T. F.* came into the said Com-
 mission of Bankruptcy as a Creditor of the said *F. G.* and proved the same before the Com-
 missioners authorized by the said Commission, but hath not as yet received any Dividend of
 the said Bankrupt's Estate: **And whereas** the said *T. F.* hath come to an Agreement with
 the said *T. U.* to assign him the said Debt for the Considerations herein after mentioned: **Now**
this Indenture witnesseth, That for and in Consideration of the Sum of 872*l.* 5*s.* of,
 &c. by the said *T. U.* to the said *T. F.* in Hand paid by the said *T. F.* hereby acknowledged,
 and himself to be therewithal satisfied and paid, **He** the said *T. F.* hath bargained, sold, as-
 signed and set over, and by, &c. **Doth** bargain, &c. unto the said *T. U.* his Executors, Ad-
 ministrators and Assigns, the said Debt or Sum of 2325*l.* 19*s.* 7*d.* and all Bonds or other
 Securities made or given for the same, together with all and every Sum and Sums of Money,
 Dividend or Dividends, Benefit or Advantage whatsoever, which now hath or hereafter shall
 or may be made, or arise by Virtue of any Commission of Bankruptcy awarded or to be
 awarded against the said *F. G.* or otherwise howsoever, for or in Respect of the said Debt;
To hold the same unto the said *T. U.* his Executors, Administrators and Assigns, as his and
 their own proper Money and Estate, without any Account or Satisfaction to be at any Time
 hereafter awarded or given to the said *T. F.* his Executors, Administrators or Assigns, of, for
 or concerning the same; **And** the said *T. F.* doth hereby constitute and appoint the said *T. U.* Letter of At-
 his Executors, Administrators and Assigns, his lawful Attorney and Attornies, irrevocable, torney.
 for and in the Name of the said *T. F.* but to and for the proper Use and behoof of the said
T. U.

Covenant,
that the Mo-
ney is now
due.

Not to release.

Nor do any
Act, &c.

But to do any
further Act,
&c.

Indemnifica-
tion.

T. U. his Executors, Administrators and Assigns, to ask, demand, sue for, recover and receive the said Debt and Money hereby assigned or mentioned to be hereby assigned, and also all such Dividend as already have been or hereafter shall be made of any Part of the Estate or Effects of the said *F. G.* by Virtue of any Commission of Bankruptcy for or in Respect of the said Debt; and the said *T. F.* doth hereby give and grant to his said Attorney and Attornies his full and whole Power and Interest in and to the Premises, and as well Receipts, Releases or other Discharges for the said Debt or any Part thereof, in the Name of the said *T. F.* to make, seal and execute, as generally to do and perform all other lawful Acts and Things necessary, in Order to the Recovery, Receipt, Release or Discharge of the said Debt, or compounding or agreeing the same, and that in as full and ample Manner as if the said *T. F.* were present and did the same personally; and whatever the said *T. U.* his Executors or Administrators shall lawfully do or cause to be done in the Premises, the said *T. F.* doth hereby allow of, ratify and confirm. And the said *T. F.* for himself, &c. doth hereby covenant, &c. to and with the said *T. U.* his, &c. in Manner, &c. that the said Sum of 2325*l.* 19*s.* 7*d.* is now justly due and owing to the said *T. F.* as aforesaid, and that he the said *T. F.* his Executors or Administrators, shall not at any Time hereafter revoke or make void these Presents, or release or discharge the said Debt or any Part thereof, without the Licence, Consent or Direction of the said *T. U.* his, &c. in Writing under his or their Hands and Seals first had or obtained, or do any Act or Thing whereby the said *T. U.* his, &c. shall be hindred in the Recovery or Receipt of the same; But that the said *T. F.* his, &c. shall at all Times hereafter, at the Request, Costs and Charges of the said *T. U.* his Executors, Administrators or Assigns, do, execute and perform such further Letters of Attorney, Assignment and other lawful Acts and Things for the enabling the said *T. U.* his Executors, Administrators and Assigns, to recover, receive, release and discharge the said Debt, as by him and them shall be reasonably desired, so as the said *T. F.* his, &c. shall not be obliged to go or travel from the Place of his or their or any of their Abode for the doing thereof; And the said *T. U.* for himself, &c. doth covenant, &c. to and with the said *T. F.* his, &c. by, &c. that he the said *T. U.* his, &c. shall and will at all Times hereafter well and sufficiently save, keep harmless and indemnified the said *T. F.* his Heirs, &c. and every of them, and his, their and every of their Lands, Tenements, Goods and Chattels, of, from and against all Costs, Charges, Damages and Expences whatsoever, which shall or may, either in Law or Equity, be obtained, levied or recovered upon or against him, them or any of them, or which he or they shall or may sustain, expend or be put unto, for or by Reason of suing for the said Debt hereby mentioned to be assigned, or any Thing relating thereunto (other than and except for the Breach of the Covenants of the said *T. F.* herein contained or any of them, if any such shall be.) In Witness, &c.

Part of an Assignment of a Book Debt.

TO all Persons, &c. Whereas the Right Honourable Lord *L.* on the Day of the Date hereof, is justly indebted unto *A. B.* of, &c. for Sadlers Goods and Wares, to him sold and delivered by the said *A. B.* or otherwise, in the Sum of — or thereabouts, as by a Bill of the Particulars thereof, signed by him the said *A. B.* and hereunto annexed, more fully may appear: And whereas the said *A. B.* having present Occasion for his Money, so due to him as aforesaid, hath requested of *W. K.* of, &c. to advance and pay him the same, who hath condescended and agreed so to do, and to take and accept of an Assignment of the said Debt due from the said Lord *L.* for Repayment thereof, in Manner as herein after is mentioned: Now know ye, and these Presents witness, that for and in Consideration of the said Sum of, &c.

An Assignment or Consignment of Debts, &c. mentioned in a Schedule from a Tradesman to his late Servant, in Consideration of a certain Sum of Money to be paid by the Assignee to the Assignor, to make up the said Debts, &c. the Sum specified was for Wares, &c. sold; wherein the Assignee for better securing the Payment of the Money is bound to make the Assignor Executor of his Will, which he is not to revoke till the Money is paid.

Consideration.

THIS Indenture, &c. Between *G. S.* &c. of the one Part, and *J. H.* late Servant of the said *G.* of the other Part, Witnesseth, That the said *G. S.* in Consideration of the good Confidence and Trust which he the said *G.* has and reposes in the said *J.* and for his better Preferment and Credit, and especially that the said *J.* his, &c. shall well and truly pay, or, &c. to the said *G.* his, &c. or to one of them, at, &c. the Sum of, &c. on, &c. in Manner,

Manner, &c. Hath assigned, consigned, transferred, &c. and by, &c. Doth, &c. unto the said J. his, &c. to and for his and their own Use, &c. All and singular the Debts, &c. mentioned and expressed in the Schedule, &c. (Add a Letter of Attorney and Covenants as to not releasing the Debts). **Provided nevertheless**, that if the said G. his Executors, Administrators, Servants or Assigns, or any of them, has at any Time heretofore received, or at any Time hereafter shall receive or discharge any Part of the Debts and Sums of Money mentioned in the said Schedule, and do pay the same Debts and Sums of Money so received or discharged, or to be, &c. as aforesaid, to the said J. his certain Attorney, Executors or Administrators, at, &c. within 30 Days next after the said J. his Executors or Administrators shall demand the same of the said G. his, &c. that then he the said G. his, &c. shall not be in Danger, charged or impeached, of or for the Covenant above mentioned; **And** the said J. for himself, &c. for the Consideration aforesaid, and for that the said G. has before the Ensealing and Delivery hereof sold and delivered to the said J. for his own Use, certain Wares and Merchandizes, to make up the said Debts mentioned in the said Schedule the Sum of, &c. covenanteth, &c. that he the said J. his, &c. shall, &c. pay, or, &c. to the said G. his certain Attorney, Executor or Administrator, at the Days and Place above limited, the said Money. **And** every Part, &c. in Manner, &c. **And** that he the said J. within 12 Days after the Ensealing and Delivery of these Presents, shall make his last Will and Testament in Writing; and by the same, for the better securing, obtaining and recovering of the said Sum, &c. and every Part thereof, to the said G. &c. according to the true Meaning of these Presents, if the said J. should happen to die before the same and every Part thereof be paid, and for other Cause, Purpose or Intent, shall make, constitute and ordain the said G. his sole Executor; **And** that the said Sum of, &c. and every Part thereof, shall be fully satisfied and paid to the said G. his, &c. according to the Tenor, &c. of these Presents, he the said J. shall not alter, revoke or make void the said Will and Testament or make any other without the Consent of the said G. his, &c. first, &c. under his or their Hands and Seals. **And moreover**, &c. (Covenant to indemnify the Assignor from Actions, &c.) **In Witness, &c.**

Mutual Assignment between two Partners (upon determining the Partnership) of bad Debts, which are divided equally, and mentioned in two Schedules, and assigned to each other respectively.

THIS Indenture made, &c. Between A. &c. of the one Part, and B. &c. of the other Part. **Whereas** the said Parties were lately Copartners in the Trade of a —, Partnership which Partnership is determined: **And whereas** several Debts owing to the said Parties on Account of their late Partnership are still standing out and unreceived, and are by the said Parties reckoned to be doubtful or desperate, which are mentioned in the two Schedules hereon indorsed; and they have agreed to divide the same in Manner as hereunder is mentioned, *viz.* to be divided. The said A. is to have and receive the Debts mentioned in the first Schedule hereon indorsed to his own Use; and the said B. is to have, &c. second Schedule hereon, &c. **Now therefore these Presents witness**, That in Pursuance of the said Agreement, and in Consideration of 12l. to the said A. in Hand, &c. by the said B. **He** the said A. **Doth** hereby fully and absolutely assign and release unto the said B. his, &c. to his and their own proper Use and Uses, without any Account to be made or given for or concerning the same, **All** his Right, Title, Claim, Interest, Part, Share, Benefit and Demand whatsoever, of, in and to the said several Debts and Sums of Money, due and owing to the said Parties on their joint Account as aforesaid, mentioned in the said second Schedule hereon indorsed, by Virtue of the said Copartnership, or otherwise howsoever. **And** the said A. doth hereby make and appoint the said B. his, &c. (Letter of Attorney) — receive the said Debts mentioned in the said second Schedule, to his and their own Use and Uses, as aforesaid, from the several Persons therein mentioned, and all others whom it may concern; and upon Receipt, &c. **And these Presents further witness**, That in Pursuance of the Agreement aforesaid, and in Consideration of 12l. &c. (B. in like Manner assigns to A. the Debts mentioned in the first Schedule, and impowers him to receive the same;) **And** each of them the said A. and B. for himself, his Executors and Administrators, doth hereby covenant, &c. to and with the other of them, his Executors, Administrators and Assigns, as follows, that is to say, That neither of them the said A. nor B. hath at any Time heretofore received, released or discharged the Debts herein before assigned and released to the other of them, nor any of them, nor any Part thereof; nor that either of them, his Executors or Administrators, will at any Time hereafter receive, &c. the Debts by them respectively assigned to the other of them, or any Part thereof, or any Action, Suit or Process for the Recovery and Receiving thereof, but at the Request and with the Consent

sent in Writing for that Purpose, under the Hand and Seal of the other of them, his Executors and Administrators; And that either of them, his Executors or Administrators, shall and will at the Request and Charge of the other of them, his, &c. do any further Act for the better and more perfect Assigning, Releasing and Confirming the Debts herein before assigned by them respectively unto the other of them, his, &c. and for the Enabling him and them to receive and recover the same to his and their own Use and Uses, as aforesaid, as shall be reasonably required: And lastly, That in case it shall appear to be proved that either of the said Parties hath received any of the Debts herein before assigned to the other of them, or any Part thereof, in such case such of the said Parties who shall so have received the same, his Executors or Administrators, shall and will pay and make good the full Debts so by him received or discharged to the other of them, his Executors or Assigns within one Month after Notice thereof to him or them to be made or given. **In Witness, &c.**

And that each will do any further Act, &c.

That in case either Party has received any of the Debts, he shall make the same good.

XV. Assignments of Dower.

An Assignment of Dower by the Heir.

THIS Indenture made the, &c. Between R. L. Son and Heir of O. L. late of — of the one Part, and N. C. and J. his Wife, who was the Widow and Relict of the said O. L. of the other Part. **Whereas** the said O. L. was in his Life-time, and at the Time of his Death, seised in his Demesne as of Fee of and in divers Lands and Tenements in — in the County aforesaid, which upon the Decease of the said O. L. descended unto the said R. L. **Now this Indenture witnesseth**, That the said R. L. hath endowed and assigned, and by these Presents **Doth** endow and assign unto the said N. C. and J. his Wife, the third Part of the said Lands and Tenements, *to wit*, **All** that Messuage, &c. **To have and to hold** unto the said N. C. and J. his Wife, for and during the natural Life of the said J. in Severalty by Metes and Bounds, in the Name of Dower, and in Recompence and Satisfaction of all the Dower which the said J. ought to have of or in the said Lands and Tenements which were of the said O. L. in — aforesaid. **In Witness, &c.**

An Assignment of Dower at the Church Door.

TO all Persons to whom these Presents shall come, I T. W. of W. send Greeting. **Know** ye that I the said T. W. have given, granted and by this present Writing have assigned to P. my Wife, at the Door of the Parish Church of W. aforesaid, at the Time of the Celebration of our Marriage, **One** Tenement with one Croft to the same annexed called C. **To have and to hold** to her and her Assigns during her Life for her Share and Portion of all her Dower which might belong to her after my Death, &c. Dated, &c. **In Witness, &c.**

XVI. Assignments of Equity of Redemption.

Part of an Assignment of the Equity of Redemption of Leasehold Premises. Part of Purchase Monies is paid to Assignees, and the Residue is to be paid to the Mortgagee with Interest, by the Purchaser, and Premises to be subject to such Payment.

THIS Indenture Tripartite, made, &c. Between A. and B. his Wife of the first Part, C. of, &c. (a Trustee) of the second Part, and E. (a Purchaser) of the third Part. (Recite the Lease; the Assignment in Trust for B. A.'s Wife, then the Mortgage to D. for 200 l. of A. and B.'s Moiety). **And whereas** there is now due and owing from the said A. and B. to the said D. by Virtue of the said Security so made to him as aforesaid, only the Principal Sum of 200 l. all Interest for the same having been to him paid off and discharged to the Day of the Date hereof: **And whereas** the said E. hath covenanted and agreed with the said A. and B. his Wife, for the absolute Purchase of their Moiety of and in the said Messuage, &c. and of all their Estate, Right, Title, Interest, Term of Years and Equity of Redemption of, in and to the same Premises, at and for the Price or Sum of 300 l. **Which** Sum of 300 l. is hereby mutually agreed by all the Parties hereto shall be by him the said E. retained and paid in Manner as follows, *viz.* The Sum of 100 l. Part thereof, to be by him now paid to the said A. and B. his Wife, and the Sum of 200 l. Residue thereof, shall remain in

in the Hands of the said *E.* to be by him paid to the said *D.* in Discharge of the said 200 *l.* so now due to him from the said *A.* and *B.* his Wife, by Virtue of their said several Securities so made to him as aforesaid: **And** it is hereby further mutually agreed by all the said Parties, that until Payment made by the said *E.* to the said *D.* of the said Sum of 200 *l.* the Interest thereof from henceforth to grow due for the same shall be to him paid by the said *E.* and that for securing such Payment of the said 200 *l.* and Interest, and for indemnifying the said *A.* and *B.* his Wife touching the same, the herein after assigned Moiety of and in the said Premises shall be subject, charged and liable to and with the Payment of the said 200 *l.* and the Interest thereof, unto the said *D.* his Executors, &c. in such Manner as herein after is in that Behalf mentioned and expressed: **Now this Indenture witnesseth,** That in Pursuance of the said Agreement, and in Consideration of the said Sum of 200 *l.* Part of the said Purchase Monies to be paid by the said *E.* to the said *D.* in Discharge of the Securities so made to him by the said *A.* and *B.* his Wife, of their Moiety of and in the said Premises aforesaid, and also in Consideration of the said Sum of 100 *l.* of, &c. Residue of the said 300 *l.* Purchase Monies to them the said *A.* and *B.* his Wife, or one of them, now in Hand well and truly paid by the said *E.* &c.

An Assignment of Equity of Redemption for securing a Sum of Money.

TO all, &c. *F. E.* of, &c. Innholder, sendeth, Greeting. **Whereas** by Indenture of Recital of Assignment and Mortgage bearing Date, &c. and made or mentioned to be made between *B. P.* of, &c. of the Part, and *R. D.* of, &c. of the other Part, (after reciting as therein is recited) *He* the said *B. P.* *Did*, in Consideration of 130 *l.* of, &c. assign and set over unto the said *R. D.* the then Residue of a certain Term of 61 Years therein then to come and unexpired, of and in a certain Piece or Parcel of Ground lying, &c. in and by the said recited Indenture more particularly described; *Subject nevertheless* to a Proviso for Redemption thereof on Payment of the Sum of 130 *l.* and Interest for the same at the Day therein mentioned for Payment thereof, which hath not since been paid: **And whereas** by one Indorsement on the Back of the Counterpart of the said Indenture, the said *B. P.* *Did*, for and in Consideration of 70 *l.* of, &c. to him in Hand paid by *E. C.* of, &c. bargain, sell, assign, set over, remise, release and for ever quit-claim unto the said *E. C.* *All* his Estate, Right, Title, Interest, Claim and Demand whatsoever, either in Law or Equity, of Redemption, Term of Years and Time to come then unexpired, of or in the said Piece or Parcel of Ground, Messuages or Tenements; *To hold* to him the said *E. C.* his Executors and Administrators, for the Residue of the said Term of 61 Years; *Subject nevertheless* to a Proviso for Redemption on Payment of the Sum of 70 *l.* and Interest for the same on, &c. then next ensuing; which said Premises appear to be but a scanty Security for the Repayment of the said two several Sums of 130 *l.* and 70 *l.* and the Interest thereof: **And whereas** the said *F. E.* by one Bond or Obligation bearing Date, &c. *Did* become bound with the said *B. P.* unto the said *E. C.* in the Penal Sum of 140 *l.* with Condition for Payment of the said Principal Sum of 70 *l.* to the said *E. C.* which hath not been paid to him according to the aforesaid Proviso or Condition: **And whereas** the said *F. E.* hath requested the said *E. C.* to accept and take an Assignment of the Equity of Redemption for the Residue of a certain Term of 57 Years which the said *F. E.* is intitled unto of and in, &c. upon Payment of the Principal Sum of 350 *l.* of, &c. and Interest for the same, unto *C. B.* of, &c. Spinster, as and for a Security for the Payment of 37 *l.* Part of the said Sum of 70 *l.* and Interest, and of the further Sum of 3 *l.* this Day advanced and lent by the said *E. C.* unto the said *F. E.* **Now know ye,** That the said *F. E.* in Consideration of the Premises, and the better to secure unto the said *E. C.* the Sum of 37 *l.* and Interest, and also the said further Sum of 3 *l.* so lent unto the said *F. E.* this Day as aforesaid, *He* the said *F. E.* hath granted, released, and for ever quit-claimed, and by these Presents **Doth** grant, &c. unto the said *E. C.* his Executors, Administrators and Assigns, *All* the Estate, Right, Title, Equity of Redemption, Term and Terms of Years yet to come and unexpired of and in the said two last mentioned Messuages, or Tenements and Premises, with their and every of their Appurtenances; **To hold** to him the said *E. C.* his Executors, Administrators and Assigns, for and during all the now Residue of the said Term of 57 Years therein yet to come and unexpired, freed and discharged of and from all Incumbrances whatsoever, except the said Mortgage for 350 *l.* and Interest to the said *C. B.* **Provided nevertheless,** That if the said *F. E.* his Executors or Administrators, or any of them, do and shall well and truly pay or cause to be paid unto the said *E. C.* his Executors, Administrators or Assigns, the full Sum of 40 *l.* and Interest for the same, of lawful Money of Great Britain, on, &c. that then these Presents and every Thing therein contained shall cease, determine and be void, and of none Effect, otherwise to stand and be in full Force and Virtue. (Add a Covenant

venant to pay the Money). And it is the true Intent of both the said Parties hereto, that if the said *F. E.* his Executors or Administrators, shall well and truly pay or cause to be paid unto the said *E. C.* his Executors, Administrators or Assigns, the said Sum of 100*l.* and Interest for the same, according to the abovesaid Proviso, that then such Payment shall be deemed and taken to be in full Discharge and Bar from and against all Suits, Costs, Damages or Expences which may be brought by the said *F. E.* his Executors or Administrators, or which he or they may be put unto by Means or Reason of his having entered into such Bond to the said *E. C.* as aforesaid. In Witness, &c.

An Assignment of Equity of Redemption of Premises granted by a Patent as a Collateral Security on a Bond of even Date.

THIS Indenture, made, &c. Between *J. M.* of, &c. of the one Part, and *A. H.* of, &c. of the other Part. Whereas by Indenture of Assignment by way of Mortgage, bearing Date the 25th Day of March 1738. and made or mentioned to be made between the said *J. M.* of the one Part, and *A. M.* of, &c. of the other Part, (therein reciting, that his late Majesty King George the First, in and by his Letters Patent under the Exchequer Seal, bearing Date at Westminster the 10th Day of August, which was in the 13th Year of his Reign, by the Advice of the Right Honourable Sir *R. W.* Knt. of the most noble Order of the Garter, Chancellor and Under Treasurer of the Exchequer, and first Lord Commissioner of his Majesty's Treasury, Sir *C. T.* Knt. and the rest of the Lords Commissioners of the Treasury, As well in Consideration of a Fine of 200*l.* therein mentioned to be paid by *J. C.* of, &c. as also in Consideration of the Rents and Covenants therein reserved and contained on the Part and Behalf of the Lessee to be paid and performed, Had demised and to Farm letten unto the said *J. C.* (amongst other Things) All that, &c. To hold (amongst other Things) the said, &c. unto the said *J. C.* his, &c. from, &c. which should be in the Year, &c. for and during the full Term of 41 Years and one Quarter of a Year from thence next ensuing, At and under the yearly Rent of 8*l.* 12*s.* 6*d.* which then was reduced and lessened to the yearly Rent of 5*l.* 7*s.* 6*d.* payable in such Manner as therein mentioned; And further reciting, that by Virtue of several mesne Assignments, and other good Assurances in Law of the said, &c. together with the said Letters Patent, were then legally become vested in the said *J. M.* for the Residue of the said Term of 41 Years and one Quarter of a Year, by the said Letters Patent granted, which was then to come and unexpired) It is by the said Indenture of Assignment Witnessed, that the said *J. M.* (in Consideration of the Sum of 300*l.* therein mentioned to be by him paid by the said *A. M.* Did grant, sell and assign unto the said *A. M.* All that the therein before mentioned Messuage or Tenement, with its Appurtenances, situate, &c. and all those, &c. And all the Estate, &c. To hold all and singular the said thereby assigned Premises unto the said *A. M.* her, &c. from thenceforth, for and during all the Rest and Residue of the said Term of 41 Years and one Quarter of a Year, which was then to come and unexpired, and for and during all such further Term or Terms of Years which should be granted or renewed therein; Subject nevertheless to a Proviso in the said Indenture of Assignment contained for making void thereof, on Payment by the said *J. M.* to the said *A. M.* of the Sum of 315*l.* on the several Days (since past) and in such Manner as therein is mentioned, (as in and by the said in Part recited Indenture of Assignment, Relation being thereunto had, more fully and at large may appear): And whereas the said Principal Sum of 300*l.* so secured to the said *A. M.* as aforesaid, hath not been paid, and the same, together with some Interest, now remains due and owing to her from the said *J. M.* And whereas the said *A. H.* hath at several Times actually advanced Rent, and paid to the said *J. M.* several Principal Sums of Money, amounting in the Whole to the Principal Sum of 230*l.* which Sum now due and owing to *J. M.* is by him hereby agreed, acknowledged and declared so to be, testified by his executing of these Presents; and for securing Payment of the said Sum of 230*l.* and Interest, he the said *J. M.* by his Bond or Obligation bearing even Date with and executed immediately before these Presents, is and stands bound unto the said *A. H.* in the penal Sum of 460*l.* with Condition thereunder written, that if the said *J. M.* his, &c. shall and do pay unto the said *A. H.* her, &c. the Sum of 241*l.* 17*s.* in Manner as follows, viz. The Sum of 5*l.* 15*s.* Part thereof, on, &c. then the said Obligation to be void, otherwise the same to remain in full Force, as by the said Bond may appear: And whereas, previous to and before the executing of the said Bond, he the said *J. M.* agreed to assign his Equity of Redemption of, in and to the said mortgaged Premises in the said Indenture of Assignment comprised, as a Collateral Security to the said *A. H.* for Payment to her of the said Sum of 241*l.* 10*s.* in such Manner and subject as herein after is mentioned: Now this Indenture witnesseth, That the said *J. M.* (in Pursuance and Performance of his said recited Agreement, and also in Consideration of the Sum

Recital of an Assignment by way of Mortgage, reciting a Licence by Letters Patent,

and reciting several mesne Assignments, whereby Premises vested in *J. M.*

Subject, &c.

Principal owing and some Interest to *A. M.*

Bond from *J. M.* to *A. H.*

Agreement as to better securing Payment thereof.

Consideration.

Sum of 5s. of, &c. to him now paid by the said A. H.) Hath bargained, sold, assigned and Assignment released, and by these Presents he the said J. M. doth freely and clearly bargain, &c. unto the said A. H. All that the herein before mentioned Messuage or Tenement, situate, &c. and also Premises all those the herein before mentioned two other Messuages or Tenements, situate, &c. and as the said three Messuages or Tenements are now in the several Occupations of, &c. and all and singular other the Messuages or Tenements, Erections, Buildings and Premises which in and by the said recited Indenture of Assignment were by him the said J. M. assigned to the said A. M. or mentioned or intended so to be, together with all Erections, Buildings and Improvements since made on the said Premises, with their and every of their Appurtenances; and all the Estate, Right, Title, Interest, Term of Years to come and unexpired, yearly Rents and Profits, Equity of Redemption, Benefit of Renewal, Property, Claim and Demand whatsoever, both in Law and Equity, of him the said J. M. or of any Person or Persons in Trust for him, of, in, to or out of the said hereby assigned Premises, and every Part and Parcel thereof, by Virtue of the above mentioned Letters Patent, Indenture of Assignment or Mortgage, or either of them, together with the Counterpart of the same Indenture; And together Policies. also with all Benefit and Advantage whatsoever to arise, or be had or made by Virtue of any Instruments or Policies of Insurance as to Fire, already or at any Time hereafter, during the Continuance of the Security hereby made, to be insured in any of the publick Fire-Offices on the said hereby assigned Messuages, or Tenements and Premises, or any Part thereof; **To Habendum.** have and to hold the said three Messuages or Tenements, and all and singular other the hereby assigned Leasehold Premises, with their Appurtenances, unto the said A. H. her Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of 41 Years, by the said Letters Patent granted, which is now to come and unexpired, and for and during all and every such further Term and Terms of Years which can, shall or may at any Time hereafter be granted, obtained or renewed therein, freed and absolutely exonerated and discharged of and from all Equity and Benefit of Redemption whatsoever of him the said J. M. his Executors and Administrators, of, in and to the said hereby assigned Premises; **Subject nevertheless** to the Payment of the said Principal Subject, &c. Sum of 300*l.* and all Interest Monies now due and to grow due for the same, so secured to the said A. M. on the said Premises as aforesaid, and also subject to the Proviso herein after contained for his the said J. M.'s Redemption of the said Premises, (that is to say) **Provided** always, and upon this Condition nevertheless, and it is hereby agreed and Proviso. declared by and between the Parties to these Presents, that if the said J. M. his, &c. shall and do well and truly pay or cause to be paid unto the said A. H. her, &c. the said Sum of 241*l.* 10*s.* on the several Days in the Condition of the said recited Bond mentioned and appointed for Payment thereof, in Discharge of the said Bond, and according to the true Intent and Meaning thereof, and of these Presents, without any Manner of Deduction for Taxes, or any other Payments or Charges whatsoever; then and from thenceforth the Assignment hereby made of the said Messuages and Premises, and every Clause, Covenant and Thing herein contained, shall be absolutely void and of no Effect; and that then she the said A. H. her Executors, Administrators or Assigns, shall deliver up to the said J. M. his Executors or Administrators, the said recited Bonds to be cancelled; any Thing herein contained to the contrary thereof in any wise notwithstanding; **And** the said J. M. for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree to and with the said A. H. her Executors, Administrators and Assigns, in Manner as follows, *viz.* That he the said J. M. his, &c. shall and will well and truly pay or cause to be paid unto the said A. H. her, &c. the said Sum of 241*l.* 10*s.* in Discharge of the Condition of the said Bond, and according to the true Intent and Meaning thereof, and of these Presents: **And further,** That in Case Default shall be made in Payment of the said Sum of 241*l.* 10*s.* or any Part thereof, (contrary to the true Intent and Meaning of the said Bond and of these Presents) then and in such Case he the said J. M. his Executors and Administrators, and all and every other Person and Persons whomsoever, lawfully claiming or to claim any Estate, Right, Title, Term of Years or Interest of, Or in Default, in or to the said hereby assigned Premises or any Part thereof, (save and except the said A. M. to execute further Assurances. her Executors, Administrators and Assigns, for and in Respect of her said recited Security, until such Time only as the same shall be fully discharged) shall and will, upon the reasonable Request of the said A. H. her Executors or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Assignments and Assurance in the Law whatsoever, for the further, better, more perfect and absolute Assigning and Confirming of all and singular the hereby assigned Premises, unto the said A. H. her, &c. for and during all the Rest and Residue of the said Term of 41 Years and one Quarter of a Year, which shall be then to come therein, and for and during all such further Term or Terms of Years, as can, shall or may be granted and renewed therein; **(Subject nevertheless** to the Payment of the said Sum of 300*l.* and Interest, so secured to the said A. M. her Executors and Assigns, as aforesaid,) freed and discharged of the above written

And enjoy
the Premises
peaceably.

written Proviso, for his the said *J. M.*'s Redemption of the said Premises, as by the said *A. H.* her Executors or Assigns, shall in that Behalf be reasonably advised or required. And lastly, it is hereby agreed and declared by and between the said Parties, that until Default shall be made in Payment of the said Sum of 241 *l.* 10 *s.* or some Part thereof, it shall or may be lawful to and for the said *J. M.* his, &c. to hold and enjoy all and singular the said hereby assigned Messuages and Premises, and to take and receive the Rents, Issues and Profits thereof, to and for his and their own Use and Benefit, without any Let, Suit, Trouble, Interruption or Disturbance of or by the said *A. H.* her Executors, Administrators or Assigns, and without any Account to be to her or them rendered or given for the same. In Witness, &c.

An Assignment of the Equity of Redemption of a mortgaged Lease as a Collateral Security for Payment of several Notes given for Value received.

THIS Indenture made, &c. Between, &c. Whereas, &c. (*Recital of Lease, Mortgage, &c.*) And whereas *F. H.* of, &c. by one Note under his Hand dated the 13th of this Instant November, hath thereby promised to pay to the said *A. P.* or his Order, the Sum of 18 *l.* 6 *s.* one Month after Date, Value received, and he the said *F. H.* by one other Note, dated the 17th of this Instant November, hath thereby promised to pay to the said *A. P.* or his Order, the further Sum of 17 *l.* 17 *s.* three Months after Date, Value received: And whereas *W. A.* of, &c. by one Note under his Hand dated the 19th of October last, hath thereby promised to pay to the said *A. P.* or his Order, the Sum of 5 *l.* 5 *s.* fourteen Days after Date, Value received; and he the said *W. A.* by one other Note under his Hand dated the 13th of this Instant November, hath thereby promised to pay to the said *A. P.* or his Order, the further Sum of 2 *l.* 4 *s.* Value received, as by the said four several Notes may appear: And whereas the said *E. C.* hath actually advanced and lent to him the said *A. P.* the Sum of 43 *l.* 12 *s.* (being the Sum which the said several Notes amount in the whole unto); And he the said *A. P.* as a Security for Payment thereof, hath indorsed all the said Notes, and as a further or collateral Security for Payment thereof to him the said *E. C.* He the said *A. P.* previous to, and before such Advancement to him of the said Monies, proposed and agreed to assign unto the said *E. C.* as well his Equity of Redemption of and in the before mentioned mortgaged Premises, as also all his Right, Benefit and Interest, of and in the other Premises mentioned in the said Articles, and not comprised in the said Mortgage in such Manner, and subject as herein after mentioned: **Now this Indenture witnesseth,** That he the said *A. P.* in Pursuance of the said Agreement, and as a further or collateral Security for Payment of the said Sum of 43 *l.* 12 *s.* together with Interest in such Manner, and subject as herein after mentioned, and also for and in Consideration of the Sum of 43 *l.* 12 *s.* so advanced as aforesaid, and of the Sum of 5 *s.* now paid to him the said *A. P.* by the said *E. C.* the Receipt of which several Sums is by him the said *A. P.* hereby acknowledged, and for other good Considerations him thereunto moving, he the said *A. P.* hath, &c. and by, &c. **Doth** bargain, &c. unto the said *E. C.* As well the said Piece or Parcel of Ground, Messuages or Tenements, Erections, Buildings, and all and singular other the Premises comprised in, or which by the said recited Indenture of Lease were thereby demised to the said *A. P.* and which by him were afterwards in and by the said recited Indenture of Mortgage assigned to the said *A. M.* as aforesaid, with their Appurtenances, as also the Residue of the said Piece of Ground in and by the said recited Articles covenanted to be demised, and which were not in the said Lease or Mortgage thereof comprised, together with all Erections and Buildings already or hereafter to be erected and built upon the same Piece of Ground, and all the Estate, Right, Title, Interest, Terms of Years to come, Possession, Reversion, Rents, Profits, Equity and Benefit of Redemption, Property, Claim and Demand whatsoever both at Law or in Equity, of him the said *A. P.* of, in, to or out of the said hereby assigned Premises or any Part or Parcel thereof, by Virtue of the said Articles or otherwise howsoever, together with the said Articles, Counterpart of the said Mortgage, and such new Lease or Leases as shall be made of the Residue of the said Premises, together also with all Benefit, by Virtue of any Policy of Assurance as to Fire already or hereafter to be insured on the said Premises or any Part thereof; **To have and to hold** all and singular the said herein before mentioned, and intended to be hereby assigned Premises, with their and every of their Appurtenances, unto the said *E. C.* his, &c. from henceforth for and during all the Residue of the said Term of 98 Years, which is now to come and unexpired, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as he the said *A. P.* could or might have held or enjoyed the same, in case these Presents had not been made; **Subject nevertheless** to the Payment of the said Principal Sum of 300 *l.* and all Interest now due and to become due for the same unto the said *A. M.* in Manner as aforesaid, and also subject to the Proviso

also herein after mentioned, viz. **Provided always**, and upon this Condition nevertheless, **Provido**, and it is hereby agreed and declared by and between the Parties hereto, that if they the said **F. H.** and **W. A.** or their respective Representatives, shall truly pay unto the said **E. C.** his Executors or Assigns, the said several Sums, amounting unto 43 *l.* 12 *s.* so secured by their respective Notes, as aforesaid, together with such Interest as shall happen to become due by Virtue of the same respective Notes on or before the — Day of — now next ensuing the Date hereof, without any Deduction whatsoever; and in Default of such their Payment of the same, then if he the said **A. P.** his Executors or Administrators, shall on or before the said — Day of — well and truly pay unto the said **E. C.** his Executors or Assigns, so much of the said Sum of 43 *l.* 12 *s.* as shall not have been by him or them received by Virtue of the said Notes, together with Interest and Charges touching the same, if any; then the Assignment hereby made and every Thing herein contained shall be void and of no Effect; and then the said **E. C.** shall deliver up unto the said **A. P.** his Executors or Assigns, so many of the said Notes uncanceled as shall not have been by him received; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said **A. P.** for himself, his Executors and Administrators, doth hereby covenant with the said **E. C.** his Executors and Administrators, in Manner as follows, viz. That in case they the said **F. H.** and **W. A.** or their respective Representatives shall not pay the said 43 *l.* 12 *s.* in Manner aforesaid, then he the said **A. P.** his Executors or Administrators, on their Default in Payment thereof, shall and will pay and make good such Deficiency thereof unto the said **E. C.** together with such Interest and Charges, on or before the said — Day of — according to the true Intent of the aforesaid **Provido**, and of these Presents; **And also** that he the said **A. P.** hath not made, done, &c.

Covenant.

Assignment from Assignees of a Bankrupt to a Mortgagee of a Bankrupt of the Equity of Redemption of two several Leasehold Estates, the Principal and Interest due on the Mortgage being more than any Purchaser would give.

THIS Indenture Tripartite, made the, &c. **Between** **W. H.** of, &c. and **I. D.** of, &c. (which said **W. H.** and **I. D.** are two of the Creditors and Assignees appointed of the Estate late of **M. W.** and **E. C.** herein after named, by Virtue of a certain Commission of Bankruptcy herein after mentioned) of the first Part, the said **M. W.** and **E. C.** both of, &c. of the second Part, and **R. K.** of, &c. of the third Part. **Whereas** by Indenture Tripartite of Lease bearing Date, &c. and made or mentioned to be made between **G. T.** of, &c. of the first Part, the said **M. W.** and **E. C.** of the second Part, and **R. L.** of, &c. of the third Part, the said **G. T.** for the Consideration therein mentioned (by the Direction and Appointment of the said **M. W.** and **E. C.** testified as therein is mentioned) did demise, &c. unto the said **R. K.** his, &c. *All that, &c. To hold, &c.* for 63 Years, at and under the Rent of a Pepper-Corn for the first two Years of the said Term, and at and under the yearly Rent of 7 *l.* 10 *s.* for the Residue of the said Term of 63 Years, payable in such Manner as therein mentioned: **And whereas** by Virtue of several good and mesne Assignments in Law, or otherwise, the before mentioned leased Piece or Parcel of Ground, and the said three Messuages or Tenements, and Buildings thereon erected and built, together with the said recited Indenture of Lease, were afterwards (for the Considerations in the said mesne Assignments mentioned) assigned to, and the same became vested in them the said **M. W.** and **E. C.** for the Residue of the said Term of 63 Years: **And whereas** by another Indenture of Lease, bearing Date, &c. and made or mentioned to be made between **W. G.** of, &c. of the one Part, and the said **M. W.** and **E. C.** of the other Part, the said **W. G.** for the Consideration therein mentioned, did demise, &c. unto the said **M. W.** and **E. C.** *All that, &c. To hold to the said M. W. and E. C.* their Executors, Administrators and Assigns, for the Term of 61 Years, and at and under the yearly Rent of 4 *l.* 18 *s.* payable as therein mentioned: **And whereas** by Indenture of Assignment, by way of Mortgage, bearing Date, &c. and made or mentioned to be made between the said **M. W.** and **E. C.** of the one Part, and the said **R. K.** of the other Part, (reciting therein, amongst other Things, the herein before mentioned two Indentures of Lease), *It is witnessed*, that the said **M. W.** and **E. C.** (in Consideration of the Sum of 400 *l.* of lawful Money, therein mentioned to be, and which was accordingly well and truly paid to them by the said **R. K.**) and each of them *Did* grant, bargain, sell and assign unto the said **R. K.** *As well* the said therein and herein before recited Indentures of Lease, mesne Assignments thereof, and the said Pieces or Parcels of Ground, Messuages or Tenements, and all and singular the Premises therein and herein before mentioned to be demised and assigned, with their and every of their Appurtenances and every Part and Parcel thereof, *As also* all the Estate, Right, Title, Interest, Term and Terms of Years, then to come and unexpired,

Recitals, viz.
1st Lease.

That the same
is by mesne
Assignment
come to Mr.
W. and Mr. C.

The 2d Lease.

The Mortgage to Mr. K.
of the two
Leases.

That the
400 l. and
Interest was
not paid.

The Com-
mission.

The Assign-
ment from
Commission-
ers to the As-
signees.

What now
due to Mr. K.
for Principal
and Interest,
more than
any Purchaser
will give.

Present A-
greement.

Consideration.

pired, Property, Claim and Demand whatsoever, of them the said *M.W.* and *E.C.* of, in, to and out of all and singular the thereby assigned Premises, and every Part and Parcel thereof with their Appurtenances, by Force and Virtue of the said recited Indentures of Lease and mesne Assignments thereof, or otherwise howsoever; *To hold* the said Pieces of Ground, Messuages or Tenements, and all and singular other the Premises, with their Appurtenances, together with the said recited Indentures of Lease and Assignment thereof, unto the said *R.K.* his Executors, Administrators and Assigns, from thenceforth, for and during all the Residue of the said Terms of 63 Years and 61 Years, by the said recited Indentures of Lease respectively demised, and which were therein then to come and unexpired; *Subject nevertheless* to a Proviso in the said Indenture of the 19th of, &c. contained for Redemption of the said Premises, on Payment of the said Sum of 400 l. on or before the 19th of, &c. together with lawful Interest for the same unto the said *R.K.* in such Manner as therein is mentioned, as in and by the same Indenture, and the said several in Part recited Indentures of Lease and mesne Assignments thereof, Relation being to them respectively had, more fully and at large may appear: **And whereas** the said Sum of 400 l. and Interest, was not paid at the Day in the Proviso of the said last recited Indenture of Assignment appointed for Payment thereof, whereby the Estate in Law of them the said *M.W.* and *E.C.* of and in the thereby assigned Premises, is become absolutely vested in him the said *R.K.* for the Residue of the said several Terms of Years therein now to come and unexpired: **And whereas** his present Majesty's Commission under the Great Seal of *Great Britain*, grounded upon the several Statutes made against Bankrupts, and bearing Date at *Westminster* the 19th Day of *February*, which was in the first Year of the Reign of his said present Majesty, was issued out against the said *M.W.* and *B.C.* directed unto *I.E.E.S.* and *J.S.* Esq; and to *J.M.* and *R.A.* Gent. thereby giving full Power to them the Commissioners, or the major Part of them, to execute the said Commission: **And whereas** the said *A.B.* and *C.* (being the major Part of the said Commissioners) did put the said Commission in Execution, and upon due Examination of Witnesses, and other good Proof upon Oath before them had and taken, did find that they the said *M.W.* and *E.C.* had, for — Years and upwards before the Date and Suing forth of the said Commission, used the Trade of, &c. and that during such their Trading, they became and were then justly indebted unto the said — and others their Creditors in divers Sums of Money, amounting in the Whole to the Sum of — and being so indebted did, in the Judgment of the said Commissioners, become Bankrupts within the Compass and true Meaning of the several Statutes made against Bankrupts, some or one of them: **And whereas** by Indenture of Assignment bearing Date, &c. and made between, &c. they the said *A.B.* and *C.* after reciting therein to the Effect herein before recited *in p al*, they the said *J.E.* *J.M.* and *R.A.* (being the major Part of the said Commissioners) in further Pursuance of the said Commission, by their Indenture of Assignment bearing Date, &c. and for the Considerations, Ends, Intents and Purposes therein mentioned, did bargain, sell, assign and transfer unto the said *W.H.* and *J.D.* (amongst other Things) the said herein before several recited Leases, Pieces or Parcels of Ground, Messuages or Tenements, Erections, Buildings and Premises; *To hold* the same (*inter al*) unto the said *W.H.* and *J.D.* their Executors, Administrators and Assigns, from thenceforth for and during all the then Residue of the said several Terms of 63 Years and 61 Years, then to come and unexpired; *Nevertheless upon the Trust*, and to and for the several Ends, Intents and Purposes therein mentioned and expressed touching and concerning the same, as in and by the said in Part recited Commission and last Indenture of Assignment, Relation, &c. **By** Virtue of which said last recited Indenture of Assignment, they the said *W.H.* and *J.D.* are now intitled to the Equity of Redemption of the said Premises so assigned by way of Mortgage to the said *R.K.* as aforesaid: **And whereas**, on the Day of the Date hereof, there is justly due and owing unto the said *R.K.* by Virtue of his before recited Security for Principal and Interest, in the whole the Sum of 445 l. or thereabouts, (which Sum is more than any Person or Persons will give for the Purchase of the said mortgaged Premises): **And whereas** the said *W.H.* and *J.D.* and also they the said *M.W.* and *E.C.* (being fully satisfied that the said Sum of 445 l. so now due to the said *R.K.* as aforesaid, is more than any Purchaser will give for the Purchase of the said mortgaged Premises) in Consideration whereof and of the Sum of — to be to them now paid by the said — have agreed to assign, release, ratify and confirm all their Estate, Right, Interest and Equity of Redemption, of, in and to the said mortgaged Premises, unto the said *R.K.* in such Manner as herein after is mentioned: **Now this Indenture witnesseth**, That in Pursuance and Performance of the before mentioned Agreement, and in Consideration of the Sum of — so now due and owing to him the said *R.K.* in Manner as aforesaid, (which Sum is hereby agreed and declared by all the Parties to these Presents to be in full for the absolute Purchase of all the Estate, Right, Title, Interest, Term of Years and Equity of Redemption, as well of them the said *W.H.* and *J.D.* as also of them the said *M.W.* and *E.C.* or of any or either of them, of, in or to the said mortgaged

gaged and herein after assigned Premisses), and also for and in Consideration of the Sum of 5 s. a-piece of lawful Money to them the said *W. H.* and *J. D.* and *M. W.* and *E. C.* in Hand paid by the said *R. K.* at or before the Executing hereof, the Receipt whereof is by them hereby respectively acknowledged, and for divers other good Causes and valuable Considerations them thereunto especially moving, **They** the said *W. H.* and *J. D.* (at the Request and by the Direction and Appointment of the said *M. W.* and *E. C.* testified by their being Parties to and executing of these Presents) **Have** and each of them **Doth** bargained, sold, assigned, Assignment. transferred and set over, and by these Presents **Do** and each of them **Doth**, &c. unto the said *R. H.* **And** they the said *M. W.* and *E. C.* **Have** and each of them **Doth**, and by these Presents **Do** and each of them **Doth** freely, clearly and absolutely grant, bargain, sell, ratify and confirm unto the said *R. K.* **All** those the before mentioned leased Premisses or Parcels of Ground, and also all those five several Messuages or Tenements and all other Erections and Buildings erected and built, or to be erected and built thereon, and all and singular other the Premisses which in and by the before recited Indentures of Lease were thereby respectively demised, or which by the said recited Indenture of the 19th of, &c. were thereby assigned to the said *R. K.* with their and every of their Appurtenances; **And also all** the Estate and Estates, Right, Title, Interest, Term and Terms of Years to come and unexpired, Benefit of Renewal, Equity, and Benefit of Redemption, Property, Claim and Demand whatsoever or howsoever, either at Law or in Equity, of them the said *W. H.* *J. D.* *M. W.* and *E. C.* any or either of them, or of any Person or Persons in Trust for them, any or either of them, or in or to the said hereby assigned Premisses, by Virtue of the herein before recited Indenture of Lease, Assignment thereof, or otherwise howsoever, **Together with** all and every the same Indentures (other than and except the last herein before recited Indentures of Assignment, dated 25th Day of March last); **To have and to hold** the said Pieces, &c. herein before mentioned and intended to be hereby assigned, with their and every of their Appurtenances, (except as aforesaid) unto the said *R. K.* his Executors, Administrators and Assigns, from henceforth for and during all the rest, Residue and Remainder of the before mentioned several Terms of 63 Years and 61 Years, which are respectively now to come and unexpired, freed and absolutely discharged of and from the Proviso in the said Indenture of the 19th of, &c. contained, for Redemption of the said Premisses, and of and from all other Provisoes, Equity and Benefit of Redemption whatsoever, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as they the said *W. H.* *J. D.* *M. W.* and *E. C.* or any or either of them, could or might have had, held or enjoyed the same, in Case these Presents had not been made; **Subject nevertheless** to the Payment of the several yearly Rents of 7 l. 10 s. Subject, &c. and 4 l. 16 s. by the said recited Indentures of Lease respectively reserved, and to the several Covenants, Conditions and Agreements therein contained, and which from henceforth on the Lessees Part are to be paid, done and performed; **And** each of them the said *W. M.* *H. C.* Covenant. and *J. D.* for themselves severally and respectively, and not jointly and for their several and respective Executors and Administrators, do covenant with the said *R. K.* his Executors, Administrators and Assigns, by these Presents, that they the said *W. H.* and *J. D.* or either of them, have not, nor hath done or committed any Act, Matter or Thing whatsoever, whereby or Done no Act, by Means whereof the said hereby assigned Premisses, or any Part thereof, are or is, or shall &c. or may be in any Ways impeached, surrendered, forfeited, charged or incumbered in Estate or otherwise howsoever. (The like Covenant with the Bankrupts, &c. with these Words, viz. other than and except as before appears in and by these Presents). **In Witness, &c.**

An Assignment of Equity of Redemption of several Leasehold Premisses from Assignees of a Bankrupt to the Administrator of a Mortgagee, the Mortgage Money and Interest (Ground-Rent being in Arrear, and Houses unfinished) being more than they were worth.

THIS Indenture, &c. **Between** *E. R.* of, &c. and *L. H.* of, &c. (surviving Assignees nominated and appointed in a Commission of Bankruptcy lately awarded against *C. W.* of, &c. and *T. C.* of, &c. Carpenters and Partners) of the one Part, and the Right Honourable *T. Earl of P.* and *M.* (Administrator of all and singular the Goods, Chattels, Rights, Credits and Effects of his late Sister the Honourable the Lady *R. H.* late of, &c. Spinster, deceased) of the other Part. **Whereas**, &c. (Recitals of the first Lease, of a Piece Leases. of Ground and Messuage thereon, No. 7, in M. Row in T. Then the second Lease, of another Piece of Ground and eight Messuages, &c. in the same Place): **And whereas** by Indenture of Assignment, by way of Mortgage, &c. (Then the Mortgage of the two Houses for 300 l.) **And** whereas by one other Indenture of Lease, &c. (Then the third Lease of the six Houses, &c.) **And whereas**, &c. (Then the Mortgage of the third House for 100 l.) as in and by the said Mortgage. several

As to Mortgage Monies not being paid.

As to the Commission of Bankrupt and Commis- sioners Assign- ment to As- signees, Party, &c.

As to Lady H.'s Death, and Admini- stration being granted to the Earl, and his being intitled to the mort- gaged Pre- mises, and what due thereon is more than the same is worth. As to Mr. R. and Mr. H.'s Title to the Equity of Re- demption of Premises, and Bill to foreclose. And their A- greement to assign and re- lease the same to the Earl. Consideration.

several in Part recited Indentures of Lease, and Indentures of Assignment thereof (all duly registred) Relation being to them respectively had, more fully may appear: **And whereas** the said several Sums of 300*l.* and 100*l.* so secured to the said Lady R. H. in Manner as afore- said, were not to her paid on the several Days in the respective Provisoos of the said re- cited Indentures of Assignment appointed for Payment thereof, whereby the Estates in Law of the said C. W. and T. C. of and in the said three several Pieces of Ground, Messuages or Tenements and Premises, thereby assigned, became absolutely vested in her the said Lady R. H. for the Residue of the said several Terms of Years therein to come and unexpired: **And whereas** his present Majesty's Commission, &c. (to the like Effect as in precedent As- signment, &c.) **And whereas** in or about the Month of December now last past, the said Lady R. H. departed this Life intestate, and Letters of Administration of all and singular her Goods and Chattels have been duly granted unto the said T. Earl of P. out of the Prerogative Court of Canterbury; by Virtue whereof he the said Earl is now intitled unto the Estate and Interest late of her the said Lady R. H. of and in the said several mortgaged Premises, and also of, in and to the respective principal Sums of 300*l.* and 100*l.* and all Interest now due for the same: **And whereas** on the Day of the Date hereof there is justly due and owing to the said Earl, as Administrator of the said Lady R. H. by Virtue of the said several recited Securities to her made as afore- said for Principal and Interest Monies, in the whole the Sum of — or there- abouts; which Sum (in Regard no Ground-Rent hath been ever paid for any Part of the said mortgaged Premises; and that the same being untenanted and not near finished, and that there must be a considerable Sum forthwith laid out and expended by the said Earl to finish the same, or else the same will run to Ruin) so due to the said Earl as afore- said, is much more than the Premises are worth to be sold, or any Person or Persons will give for the Purchase thereof: **And whereas** they the said E. R. and H. H. by Virtue of the said last recited Indenture of Assignment, and as surviving Assignees of the said Statute, are now intitled to the Equity of Redemption of the said mortgaged Premises; but they for the Reasons afore- said have declined the same, and being fully satisfied that the said Sum of — so now due to the said Earl thereon as afore- said, is more than they or any other Person will give for the Purchase thereof; and also in Regard that the said Earl, as of Hilary Term now last past, hath brought his Bill in the High Court of Chancery against them to foreclose their Equity of Redemption therein, and to the Intent to stop all further Proceedings therein, and future Charges touching the same, they the said E. R. and H. H. in Consideration thereof, and of the Sum of 21*l.* to be to them now paid by the said Earl, have agreed to sell, and to assign, release, ratify and confirm all their Estate, Right, Interest and Equity of Redemption of, in and to the said mortgaged Premises, unto the said Earl, in such Manner as herein after mentioned: **Now this Indenture wit- nesseth**, That the said E. R. and H. H. in Pursuance of their before-mentioned Agreement, and to the End the said Suit in Chancery so brought against them as afore- said may end and determine, and in Consideration of the Sum of — so now due and owing to him the said Earl in Manner as afore- said, and also in Consideration of the Sum of 21*l.* of, &c. to them the said E. R. and H. H. or one of them in Hand well and truly paid by the said T. Earl of P. at or before the executing hereof (which Sum of — so due to the said Earl as afore- said, and the said Sum of 21*l.* so by him now paid, making together the Sum of —) they the said E. R. and H. H. do hereby agree and declare the same to be in full for the absolute Pur- chase of all their Estate, Right, Title, Interest and Equity of Redemption of, in and to the before recited mortgaged and herein after assigned Premises, the Receipt of which said 21*l.* they the said E. R. and H. H. do hereby severally acknowledge, and thereof and of every Part and Parcel thereof do respectively acquit, exonerate and discharge the said T. Earl of P. his Executors, Administrators and Assigns for ever by these Presents; and for divers other good Causes and valuable Considerations them thereunto especially moving, **They** the said E. R. and H. H. **have**, and each of them **both** bargained, sold, assigned, ratified and confirmed, and by these Presents **do**, and each of them **doth** freely, clearly and absolutely bargain, sell, assign, release, ratify and confirm unto the said T. Earl of P. his Executors, Administrators and Assigns, **All** those the before mentioned three several leased Pieces or Parcels of Ground, lying and being in T. afore- said, and also all those the said three Messuages or Tenements (N^o 6, 7, 8) thereon erected and built, and all other Erections and Buildings thereon erected and built, or to be erected and built, and all and singular other the Premises which in and by the before in Part recited Indentures of Lease were thereby respectively demised to the said C. W. and T. C. and which by them were by the said two first herein before recited Indentures of Assignment afterwards respectively assigned to the said Lady R. H. in Manner as afore- said, with their respective Appurtenances, and also all the Estate, Right, Title, Interest, Terms of Years, and Time now to come and unexpired, Possession, Reversion, Rents, Equity and Benefit of Redemption, Property, Claim and Demand whatsoever or howsoever, either at Law or in Equity, of them the said E. R. and H. H. or either of them, or of any Person or Persons

Persons in Trust for them or either of them, of, in or to the said hereby assigned Pieces of Ground, Messuages or Tenements and Premises, or any Part or Parcel thereof, by Virtue of the said last recited Indenture of Assignment, dated the 15th of January 17—, or otherwise howsoever; **To have and to hold** the said three several Pieces of Ground, three Messuages or Tenements, Erections, Buildings, and all and singular the other Premises herein before mentioned and intended to be hereby assigned, with their and every of their Appurtenances, unto the said T. Earl of P. his, &c. from henceforth for and during all the rest, Residue and Remainder of the said several Terms of 58 Years, 58 Years, and 58 Years, by the said herein before recited Indentures of Lease respectively demised, and which are therein now to come and unexpired, freed and absolutely discharged of and from all Provisoes, Powers and Equity, and Benefit of Redemption whatsoever, and that in as full, large, ample and beneficial Manner to all Intents and Purposes whatsoever, as they the said E. R. and H. H. or either of them, could or might have had, held or enjoyed the same, in case these Presents had not been made; **Subject nevertheless** to the Payment of the said several yearly Rents of 4 s. 4 s. and 4 s. in and by the said several recited Indentures of Lease respectively reserved, and which are now due, or hereafter to become due for the same, and also to the several Covenants, Conditions and Agreements therein respectively mentioned and contained, and which from henceforth on the Tenants or Lessees Part are to be done and performed; **And** each of them, &c. (*Assignors covenant that they have done no Act to incumber. See the foregoing Assignment.*) **And** lastly, That they the said E. R. and H. H. or one of them, their or one of their Executors, Administrators or Assigns, shall and will from Time to Time, and at all Times hereafter during the Continuance of the several Terms by the said recited Indentures of Lease demised, upon the Request, and at the proper Costs and Charges of the said T. Earl of P. his Executors, Administrators or Assigns, produce and shew unto the said Earl, his Executors or Assigns, or to his or their Counsel, or in any Court of Law or Equity, or elsewhere, the herein before recited Indenture, dated the 15th of January 17—, when and as often as Need or Occasion shall require for the making out the Maintenance, Defence or Justification of the Title of the said Earl, his Executors and Assigns, to the said hereby assigned Premises, or any Part thereof (Fire and all other inevitable Casualties and Accidents only and always excepted.) **In Witness, &c.**

Assignment, from the Assignees of a Bankrupt to the first Mortgagee, of the Equity of Redemption of several Leasehold Messuages, &c. there being a second Mortgagee who is foreclosed by Decree in Chancery, to prevent the Expence of the first Mortgagee's foreclosing.

THIS Indenture, &c. Between T. C. of, &c. and C. C. of, &c. Assignees of the Estate and Effects of R. G. late of, &c. a Bankrupt, of the one Part, and J. S. of, &c. (the first Mortgagee) of the other Part. **Whereas, &c.** (*Recite the Mortgage to S. and the Mortgage of the Equity of Redemption to R.*) **And whereas** the said R. G. made Default in Payment of the said principal Sum of 340 l. and Interest, so secured to the said J. S. in and by the said recited Indenture of the 18th of, &c. and by Reason of his Non-payment thereof, the several Premises thereby assigned to the said J. S. are now in Law become absolutely vested in him for the Residue of the several Terms of 71 Years by the said three Indentures of Lease respectively granted therein: **And whereas** on or about, &c. a Commission of Bankrupt under the Great Seal of Great Britain issued against the said R. G. and he was thereupon declared a Bankrupt, and afterwards the major Part of the Commissioners in the said Commission named (at the Request and Election of all the said Bankrupt's Creditors, who had proved their Debts under the said Commission) did nominate and chuse the said T. C. T. W. and C. C. to be Assignees of the said Bankrupt's Estate and Effects: **And whereas** the said principal Sum of 340 l. and the Interest thereof, so secured to the said J. S. as aforesaid, not being to him paid, he the said J. S. in or about Easter Term 17— exhibited his Bill in the High Court of Chancery as Plaintiff against the said T. C. T. W. and C. C. and F. R. as Defendants, whereby after setting forth (amongst other Things) the herein above recited Mortgage made to him the said J. S. for securing Payment of the said principal Sum of 340 l. and Interest, and that the same was not paid, it was amongst other Things prayed, That the said Plaintiff J. S. might be paid his Principal, Interest and Costs, or in Default thereof, that the Defendants G. C. W. C. and R. might be foreclosed of all Equity of Redemption of the said mortgaged Premises; and after setting forth the several Answers of all the Defendants, to the Purport and Effect as therein are particularly mentioned and expressed; and the Cause coming on to be heard before the Right Honourable the Master of the Rolls on the 6th of June 17—; his Honour

As to Mr. G.'s making Default in Payment of Mortgage Monies.

As to a Commission of Bankrupt being taken out against him, and Assignment of his Effects to the Assignees. As to Mr. S.'s exhibiting his Bill in Chancery against the Assignees and Mr. R.

As to the Defendants Answers.

As to Cause being heard.

ordered and decreed, amongst other Things, That it should be referred to Mr. *M.* one of the Masters of the said Court, to see what was due to the said Plaintiff for Principal and Interest on his said Mortgage, and to tax him his Costs; and the said Defendant *R.* was to pay to the said Plaintiff what should be reported due to him for Principal, Interest and Costs, within six Months after the Master should have made his Report, and thereupon the Plaintiff was to assign the said mortgaged Premises unto the said *R.* or to whom he should appoint; but in Default of the Defendant's paying the said Principal, Interest and Costs, at the Time aforesaid, he was from thenceforth absolutely foreclosed of all Equity of Redemption of the said mortgaged Premises; but in case of such Foreclosure, the said Defendants *C.W.* and *C.* were, within three Months after the Expiration of the said six Months, to pay to the said Plaintiff what should be reported due to him for Principal, Interest and Costs, at such Time and Place as the said Master should appoint; and thereupon the said Plaintiff was to re-assign the said mortgaged Premises to the said Defendants, or to whom they should appoint; but in Default of their paying to the said Plaintiff the said Principal, Interest and Costs, by the Time aforesaid, they were from thenceforth foreclosed of all Equity of Redemption of the said mortgaged Premises: **And whereas** the said Master by his Report made in the said Cause, bearing Date, *Ec.* did thereby certify, that he had been attended by the Clerk and Solicitor in Court for the Plaintiff, and by the Clerk in Court for the Defendants *C.W.* and *C.* none attending for the Defendant *R.* though duly summoned, and that he had taken an Account of what was due to the Plaintiff for his Principal and Interest on his Mortgage, and found the principal Money due thereon to be 340 *l.* and that he had computed the Interest thereof from, *Ec.* which said several Sums of 340 *l.* 64 *l.* 13 *s.* 7 *d.* and 28 *l.* 2 *s.* 6 *d.* (making in the whole the Sum of —) due to the said Plaintiff for Principal, Interest and Costs, the said Defendant *R.* was to pay to the Plaintiff on the, *Ec.* at the Place and Time therein mentioned: **And whereas** by an Order of the said Court of Chancery, bearing Date on or about the, *Ec.* It was ordered, that the said Master's Report, and all Things therein contained, should stand ratified and confirmed, unless the Defendants, having Notice thereof, should within eight Days then next shew Cause to the contrary, which said last mentioned Order by another subsequent Order of the said Court made in the same Cause on the, *Ec.* was confirmed and made absolute: **And whereas** by another Order made in the said Cause, bearing Date the, *Ec.* now last past, whereby (after setting forth as therein mentioned) it was by the present Lord High Chancellor ordered, adjudged and decreed, that the said Defendant *R.* should from thenceforth stand absolutely debarred and foreclosed of and from all Equity and Benefit of Redemption whatsoever, of, in and to the said mortgaged Premises, as in and by the said in Part recited Bill, Answers, Decree, Report, Orders and Proceedings duly filed and entered on Record in the proper Offices of the said Court of Chancery, Relation being thereunto respectively had more fully may appear: **And whereas** they the said *C.W.* and *C.* in Regard of the said Sums of 432 *l.* 16 *s.* 1 *d.* so reported due to the said *J.S.* as aforesaid, being as much Money as any Person would give for the Purchase of the said mortgaged Premises, and that the said *J.R.* is foreclosed of all Equity of Redemption of, in and to the same, and to the End to prevent all Charges of their being foreclosed of, in and to the same, have agreed to assign and release all their Right, and Equity and Benefit of Redemption of, *Ec.* Now, *Ec.* (as usual). In Witness, &c.

As to Decree thereon.

As to the Master's Report.

Order to confirm Report, unless Cause shewn, *Ec.*

As to another Order whereby Defendant *R.* is absolutely foreclosed.

As to Assignees Agreement to release, *Ec.*

Assignment.

XVII. Of (Personal) Estates.

An Assignment of an Intestate's Personal Estate by the Administrator, and a Re-assignment of it to the Administrator, in order to alter the Property.

TO all, &c. I Sir *W. St. J.* of, *Ec.* send Greeting. **Whereas** I the said Sir *W. St. J.* upon the Decease of my late Daughter *E. St. J.* have in due Form of Law taken out Letters of Administration to my said late Daughter *E. St. J.* and am thereby intitled to whatsoever Personal Estate she did die any ways possessed of, interested in, or intitled to: **Now these Presents witness,** That I the said Sir *W. St. J.* intending hereby to alter the Property of such Personal Estate, **have** (for the Purpose aforesaid, and for and in Consideration of the Sum of 5 *s.* of, *Ec.* to me paid by my Son *W. St. J.* Esq; and *W.F.* one of my Servants, the Receipt, *Ec.*) bargained, sold, assigned, transferred and set over, and by, *Ec.* **Do,** &c. unto the said *W. St. J.* and *W.F.* their Executors, Administrators and Assigns, **all** and singular the Goods, Chattels, Monies, Mortgages, Securities, and all other the Personal Estate of what Nature or Quality soever the same be, which my said late Daughter *E. St. J.* was any ways possessed of, interested in or intitled unto at the Time of her Decease; **To have and**

and to hold the said Goods, Chattels, Monies, Mortgages, Securities and Personal Estate unto the said *W. J.* and *W. F.* their Executors, Administrators and Assigns; **In Trust nevertheless** for me and for my only Use and Benefit. **In Witness, &c.** Dated 25 Feb. 1716.

The Re-assignment to be indorsed on the Back thereof.

Memozandum, That we the within named *W. J.* and *W. F.* pursuant to the Trust in ^{To be dated} us reposed by the within named Sir *W. J.* and for and in Consideration of the Sum of — Day 5s. of, &c. to us in Hand paid by the said Sir *W. J.* the Receipt whereof we do hereby re- next after, spectively acknowledge, **Have** bargained, sold, assigned, transferred and set over, **And** by these Presents **Do**, and each of us **Doth** bargain, &c. unto the said Sir *W. J.* his Executors, &c. **All** the Goods, Chattels, Monies, Mortgages, Securities, and all other the Personal Estate whatsoever, which by the within written Deed is or are mentioned or intended to be assigned unto us by the said *W. J.* **To have and to hold** the said Goods, Chattels, Monies, Mortgages, Securities and Personal Estate so assigned unto us as aforesaid, unto the said Sir *W. J.* his Executors, Administrators and Assigns, to and for his and their own proper Use, Behoof and Benefit. **In Witness, &c.** Dated 26 Feb. 1716.

Another.

T**O** all Persons to whom, &c. The Right Honourable *T.* Earl of *S.* sendeth Greeting; **Whereas** Dame *A. R.* Widow, being possessed of, interested in, and intituled unto a very great Personal Estate, did lately depart this Life intestate, and Letters of Administration of the Goods and Chattels, Rights and Credits of the said Dame *A. R.* have been duly granted unto the Right Honourable *A.* Countess of *S.* (Wife of the said *T.* Earl of *S.*) out of the Prerogative Court of *Canterbury*, and thereby the said *T.* Earl of *S.* in the Right of the said Countess his Wife, is become intituled to whatever Personal Estate the said Dame *A. R.* did die any ways possessed of, interested in or intituled unto: **Now these Presents witness**, That the said Earl of *S.* intending hereby to alter the Property of such Personal Estate, **Doth** (for the Purposes aforesaid, and in Consideration of 5s. of, &c. paid to him by *F. E.* Gent.) bargained, sold, assigned, transferred and set over, and by these Presents **Doth**, &c. unto the said *F. E.* his Executors, Administrators and Assigns, **All** and singular the Goods, Chattels, Monies, Leases, Mortgages, Securities, Stocks in the Bank of *England*, *East-India* Company and *South-Sea* Company, and all Monies due and which hereafter shall grow due upon any Fund or Funds in her Majesty's Exchequer at *Westminster*, or from any Company, or upon any other Account whatsoever, from any Person or Persons whomsoever or Bodies Politick, and all Annuities issuing out of her Majesty's Exchequer, and all other the Personal Estate of what Nature or Quality soever the same be, which the said Dame *A. R.* was any ways possessed of, interested in, or intituled unto at the Time of her Decease; **To have and to hold** the said Goods, Chattels, Monies, Leases, Terms for Years, Mortgages, Securities, Stocks, Annuities and all other the Personal Estate whatsoever late of the said Dame *A. R.* unto the said *F. E.* his Executors, Administrators and Assigns; **In Trust nevertheless** for the said *T.* Earl of *S.* his Executors, Administrators and Assigns, and for his and their only Use and Benefit. **In Witness, &c.**

Re-assignment indorsed.

Memozandum, That the within named *F. E.* pursuant to the Trust in him reposed by ^{To be dated} the within named *T.* Earl of *S.* and for and in Consideration of the Sum of 5s. of, the Day next after the Assignment above, &c. to him paid by the said Earl of *S.* he the said *F. E.* **Doth** bargained, sold, assigned, transferred and set over, and by these Presents **Doth**, &c. unto the said *T.* Earl of *S.* his Executors, Administrators and Assigns, **All** and singular the Goods, Chattels, Monies, Leases, Terms for Years, Mortgages, Securities, Stocks, Annuities, and all other the Personal Estate whatsoever, assigned or mentioned to be assigned to him the said *F. E.* by the within written Deed; **To have and to hold** the said Goods, Chattels, Monies, Leases, Terms for Years, Mortgages, Securities, Stocks, Annuities and Personal Estate, unto the said *T.* Earl of *S.* his Executors, Administrators and Assigns for ever, to his and their own proper Use, Behoof and Benefit. **In Witness, &c.**

An Abstract of another. The Case thus, viz.

DOCTOR H. married Dame M.B. (Widow of Sir T.B.) who, having several Children by a former Wife, did before his Marriage with Lady B. covenant with Trustees to settle by Fine, Recovery, &c. as Counsel should advise, divers Manors, Lands, &c. of said Sir T. on said Trustees, to the Intent to secure an Annuity of 500l. per Ann. on Lady B. payable Quarterly, commencing from the Death of Sir T. which Annuity is thereby declared should be in full for her Jointure, and in Bar of Dowry, and afterwards, and before any Settlement made by Sir T. pursuant to his Covenant, the said Sir T. died considerably indebted in very large Mortgages, and Suits were commenced by the Mortgagees, who getting Possession of the Estate, the Annuity run in very great Arrear, and the Lady B. married Doctor H. and an Account was taken of the Arrears of the Annuity, Interest and Costs, and settled at about 17000l. and Doctor H. not being able to get the Money in, he was advised to make an Assignment of the Arrears of the Annuity, and the Annuity itself to a Trustee, in Order to alter the Property, which is to the Effect following, viz. Indenture between the Doctor of the one Part, and two Trustees of the other Part; reciting the Marriage Articles, and no Settlement made pursuant thereto, and that Sir T. died before any Settlement, and that the Lady married the Doctor, and that by Reason of the Mortgage and Incumbrances affecting said Premises, the said Annuity run in very great Arrears; and reciting the Decree and Reports, the said Doctor in Order to vest the Property of Arrears of the said Annuity in Trustees, in Trust for himself, his Executors, &c. did bargain, sell, grant, assign and set over to the said Trustees the said Arrears of the said Annuity, and all Sums and Sum of Money, Duty and Demands whatsoever, for or in respect thereof, due on the Day of the Date thereof, to hold said Arrears to said Trustees, &c. in Trust for the said Doctor, his Executors, &c. and to the Intent to vest the Property of the said Annuity of 500l. per Annum in the said Trustees, in Trust for himself, &c. the said Doctor did grant, bargain, sell, assign and set over to said Trustees, &c. the said Annuity of 500l. per Annum, and all his Estate therein, to hold, perceive, &c. to said Trustees, their Executors, &c. from thenceforth for the Term of 99 Years, (if the said Doctor and Lady B. his Wife so long jointly live,) in Trust for the said Doctor, his Executors, &c. (No Covenant).

Absolute Assignment from the Husband, of his Wife's Residuary Part of the Estate, and of a Bond, and Household Goods.

THIS Indenture made, &c. Between H.P. of, &c. of the one Part, and P.G. of, &c. of the other Part: **Whereas** the said H.P. hath for several Years last past, by Reason of Sickness and other Infirmities and Indisposition, and also by Reason of his being obliged to withdraw himself from his usual Place or Places of Abode, and not able to appear for to manage and transact his Affairs, and to avoid being arrested for divers extravagant Debts contracted by his Wife not unknown to him: **And whereas** the said P.G. hath for the Time aforesaid, managed and transacted and assisted him the said H.P. to the utmost of his Power in the managing and transacting the same: **And whereas** he the said P.G. by his great Care, Diligence and Expence, did lately find out and discover divers Quantities of Plate, Household Goods, Furniture and other Things of him the said H.P. to the Value of 120l. and upwards, being the greatest Part of his Substance and Fortune, which had been unjustly removed, taken and carried away from out of his late Dwelling-house without his Privy, Consent or Knowledge: **And whereas** he the said H.P. is intitled, in Right of his late Wife M.P. to one third Part or Share, or some other Part or Share of the Estate and Effects of A.M. late of, &c. Widow, deceased: **And whereas** the said H.P. is likewise intitled to the Sum of 100l. Principal Money, besides Interest, by Virtue of one Bond or Obligation in the Penalty of 200l. conditioned for the Payment of 100l. bearing Date, &c. from him the said P.G. **And whereas** the said H.P. is likewise possessed of, or otherwise intitled unto one Bureau and Book-Case, a round Card-Table, &c. and divers other Goods, Chattels and Things, in the Possession and Power of him the said P.G. **Now this Indenture witnesseth,** That he the said H.P. for the Consideration aforesaid, and for the true, sincere, perfect Friendship and Respect which he bears for and towards him the said P.G. and for and in Consideration of the Sum of 5s. of, &c. to him the said H.P. in Hand paid by the said P.G. before the Sealing and Delivery of these Presents, and for divers other good, &c. he the said H.P. hath granted, bargained, sold, assigned, transferred and set over, and by these Presents **Doth** fully, &c. grant, &c. unto him the said P.G. **All** that his the said H.P.'s Right, Title and Interest, both at Law and in Equity, of him the said H.P. of, in and to the said one third Part or

The Husband obliged to secrete himself for his Wife's Debts.

P. G. his Agent, who has found out Goods taken privately from his late House.

Several Things the Husband is intitled to.

Consideration.

Assignment of third Part of Estate of A. M. deceased.

or Share of him the said *H. P.* of, in or to the Estate and Effects of her the said *A. M.* Widow, deceased: **And also** the said in Part recited Bond, payable for 100*l.* Principal Money, Of a Bond. and of, in and to all the Monies now due and payable thereupon, or which shall at any Time or Times hereafter become due and payable thereupon; **And also** of, in or to the said Bureau Of Household and Book-Cafe, and all and singular other the Goods, Chattels, and Things above mentioned, Goods. together with all and singular other the Goods, Chattels and Things now in the Possession of him the said *P. G.* of and belonging to him the said *H. P.* **To have and to hold** the said one third Part or Share, or other Part or Share of the said Estate of the said *A. M.* Widow, deceased, together with all and singular the Dividends, Profits, Produce, Income and Advantage whatsoever, arising or hereafter to arise thereby or therefrom; **And also** the said in Part recited Bond or Obligation, and all Money now due thereon, or which shall at any Time or Times become payable thereupon, and the said Bureau and Book-Cafe, and all and singular other the Goods, Chattels and Things belonging to him the said *H. P.* and now in the Possession of him the said *P. G.* his Executors, Administrators and Assigns for ever, and to and for no other Intent, Use, Trust or Purpose whatsoever; any Thing in these Presents, or at Law or in Equity, or any otherwise howsoever contained to the contrary thereof in any wise notwithstanding. **And** the said *H. P.* hath nominated, &c. him the said *P. G.* his, &c. his true and lawful Attorney, &c. to ask, &c. all and singular the said third Part or Share, or other Part or Share of the Estate and Effects of the said late *A. M.* and all Benefit and Advantage that shall or may arise thereby or therefrom, of and from all such Person or Persons who shall have, or of Right ought to pay the Monies due thereupon, and to compound, or in any other Manner to settle and adjust all Accounts whatsoever, for, touching, and concerning the same, or any other Matter or Thing relating thereunto, and also to do, perform, transact and execute all and singular and every other lawful and reasonable Act and Acts, Thing and Things whatsoever, be the same by Suit or Suits at Law or in Equity or otherwise howsoever, either for obtaining, discharging or compounding the same, as shall be needful or necessary to be done in and about the Premises. **And** the said *H. P.* for himself, &c. doth hereby covenant, &c. (Covenants good Right, done no Act, further Assurance, Penalty). In Witness, &c.

Letter of Attorney.

An Assignment from the Mother (as Administratrix) to her eldest Son, (in Trust for himself, and as Guardian to his Brother an Infant) of her Husband's Trade and Personal Estate, &c. and a Release from the Son (and as Guardian of his Brother) to the Mother, of their Right to their Father's Personal Estate, &c. also a Grant of an Annuity to their Mother.

THIS Indenture, &c. Between *M. J.* of, &c. Widow, (Relict and Administratrix of the Goods, Chattels, Rights and Credits of her late Husband *W. J.* late of, &c. deceased) of the one Part, and *T. J.* of, &c. for and on Behalf of himself, and as Guardian, and for and on Behalf of his Brother *S. J.* (which said *T. J.* and *S. J.* are the two Sons of the said *M. J.* by the said *W. J.* her late Husband) of the other Part. **Whereas** the said *W. J.* in his Life-time did carry on the Trade or Business of a Lighterman, and in buying, vending and selling Coals and other Things incident and belonging to the said Trade, and he the said *W. J.* at the Time of his Death was possessed of, and interested (*int' al'*) of and in a considerable Personal Estate, consisting in several Parts or Shares of Ships, Vessels and Lighters, and also of several Debts standing out and due to his Estate, and also of a Stock in Trade, and several other Goods and Chattels particularly mentioned and set forth in the Schedule or Inventory hereunto annexed, amounting in the whole to the Sum of — or thereabouts, as by an Appraisalment and Valuation thereof made more fully appears: **And whereas** the said *W. J.* being so possessed and interested of and in such Personal Estate as aforesaid, did on or about — die Intestate, and thereupon Letters of Administration having been duly granted to the said *M. J.* out of the — of all and singular the Goods, &c. of the said *W. J.* she the said *M. J.* by Virtue thereof, is now intitled to the same and to the due Administration thereof, according to the several Statutes in that Case made concerning Distribution of Intestates Estates: **And whereas** the said *M. J.* (in Consideration of the natural Love and Affection which she hath and beareth to her two Sons the said *T. J.* and *S. J.* and for their Advancement in the World, and also in Consideration that the said *T. J.* for himself, and as Guardian of and on the Behalf of his Brother, hath agreed to give her the said *M. J.* such Release touching their Father's Personal Estate, as is herein after mentioned, and also agreed to pay to her the said *M. J.* during her Life an Annuity of 50*l.* per Annum, in such Manner as herein after also is mentioned) hath agreed to relinquish all her Right and Interest of, in and to her said late Husband's Trade, and also to assign to them the said *T. J.* and *S. J.* the said Parts of Ships, &c. and other

Recitals, viz. As to Testator's Trade and Personal Estate.

As to his Death, and Administration granted to his Widow.

As to her Agreement to relinquish Trade and assign Stock to her two Sons.

other the Personal Estate late of the said *W. J.* in the said Schedule hereunto annexed mentioned, in such Manner and Subject as herein after is expressed: **And whereas** they the said *T. J.* for himself, and for and on Behalf of his said Brother *S. J.* (in Consideration of such Relinquishment and Assignment to be so made of their said late Father's Trade and Personal Estate as aforesaid) have agreed to give to their Mother the said *M. J.* such Release touching all Demands out of said late Father's Personal Estate, and also to pay, and that the same shall be subject to make good to her the said *M. J.* during her Life an Annuity of 50 *l.* per Ann. clear of all Taxes and Deductions, in such Manner as herein after is for that Purpose mentioned and expressed: **Now this Indenture witnesseth**, That the said *M. J.* in Pursuance and Performance of her before mentioned Agreement, and also for and in Consideration of the natural Love and Affection which she the said *M. J.* hath for them the said *T. J.* and *S. J.* and also in Consideration of the said Release and Annuity herein after by them given and secured to be paid as aforesaid, and also for and in Consideration of the Sum of 100 *s.* of, &c. by the said *T. J.* in Hand, &c. and for divers other Causes, &c. **She** the said *M. J.* **Doth**, and by these Presents (as much as in her lieth) **Doth** freely, clearly and absolutely renounce, relinquish, quit-claim, bargain, sell, assign, transfer and set over unto them the said *T. J.* and *S. J.* their Executors, &c. **All** and all Manner of Benefit and Advantage whatsoever to arise or be had or made by Virtue of or on Account of such Trade or Business of a Lighterman, and in all Things incident or belonging thereunto, so carried on by the said *W. J.* her late Husband as aforesaid, and all and every the several Parts or Shares of and in the said several Ships, Vessels and Lighters in the said Schedule hereunto annexed particularly mentioned, and also all and every the several and respective Debts, Sums of Money now due and owing to the Estate late of the said *W. J.* and also all his Stock, and all other the Goods, Chattels, Effects and Personal Estate whatsoever late of him the said *W. J.* in the same Schedule mentioned and set forth, together with all and every the Mortgages, Bonds, Notes of Hand, and all other Securities and Vouchers touching or concerning the same, and all the Right, Interest, Property, Benefit, Advantage, Claim and Demand whatsoever of her the said *M. J.* either at Law or in Equity, of, in, to or out of the said hereby relinquished and assigned Trade, Parts of Ships, Vessels and Lighters, Stock, Debts and other the said Premises, by Virtue of the said Administration, or otherwise howsoever; **To have**, hold, receive, take and enjoy the said Benefit of Trade, several Parts or Shares of Ships, &c. Debts, Stock and Trade, Goods, Chattels, Personal Estate, and all and singular the herein before mentioned and intended to be hereby assigned Premises, unto and to the only Use and Benefit of them the said *T. J.* and *S. J.* their Executors, Administrators and Assigns from henceforth for evermore, in Manner as follows, *viz.* As to one Moiety or half Part thereof, the whole in two equal Parts to be divided, the same to go and be to the only Use and Benefit of the said *T. J.* his Executors, Administrators and Assigns, and as to the other Moiety or half Part thereof, the same to go and be to the only Use and Benefit of the said *S. J.* his Executors, Administrators and Assigns, and that in as full, large, ample and beneficial Manner to all Intents and Purposes whatsoever, as she the said *M. J.* her Executors or Administrators, could or might have had, held, received or enjoyed the same, or any Part thereof, in Case these Presents had not been made; (**Subject nevertheless** in the first Place to the Payment of all and every such Debts as are now due and owing from the Estate late of the said *W. J.* deceased, if any such there be, and also subject to the Payment of the said Annuity or yearly Sum of 50 *l.* to the said *M. J.* and her Assigns during her Life, by them the said *T. J.* and *S. J.* in the Proportion and Manner as follows, *viz.* The yearly Sum of 25 *l.* by the said *T. J.* his Executors and Administrators, and the like yearly Sum of 25 *l.* by the said *S. J.* or Guardian, Executors and Administrators, clear of all Taxes and Deductions whatsoever, on the four Quarter-Days herein after mentioned); **And** for the Considerations aforesaid, and also to the Intent and for the better and more effectual enabling them the said *T. J.* and *S. J.* their Executors, Administrators and Assigns, to recover, receive and discharge all and singular the hereby assigned Debts, Monies, and other the said Premises, to and for the several Uses of them the said *T. J.* and *S. J.* in Manner and subject nevertheless as aforesaid, she the said *M. J.* (as far as in her lieth) hath, and by these Presents doth make, constitute, authorise and appoint, and in her Place and Stead put them the said *T. J.* and *S. J.* their Executors, Administrators and Assigns, either or any of them, the true and lawful Attorney and Attornies irrevocable of her the said *M. J.* either in her, his or any of their Name or Names, to ask, &c. as well of and from all and every Person and Persons whomsoever who are now indebted to the Estate late of the said *W. J.* the several and respective hereby assigned Debts and Monies by them due and owing thereto as aforesaid, as also all and singular the said Parts of Ships, Vessels, Lighters, and other the hereby assigned Premises, and upon Non-payment of all or any Part of such Debts, or not Assigning or Delivery of other the said hereby assigned Premises, or of any Part or Parts thereof, to commence, sue and prosecute to Effect any Action or Actions, Suit or Suits, and all other legal Process whatsoever, either at Law or in

The Sons Agreement with the Mother thereon.

Consideration.

The Mother's Relinquishment of the Trade, and Assignment of

Stock, &c. in the Schedule mentioned; also Debts, Stock in Trade, and other Personal Estate, &c.

Habendum to the two Sons.

In Moieties to prevent Survivorship.

Subject to Payment of the Father's Debts, and Annuity to the Mother.

Letter of Attorney.

in Equity, against all and every such Person and Persons, for the recovering and receiving of all and singular the hereby assigned Premises, and upon Receipt thereof, or of any Parts thereof, to release, &c. and also to do all, &c. And the said *M. J.* for herself, her Executors and Administrators, and for every of them, *Doth* covenant, promise and agree to and with Assignor's Co-
each of them the said *T. J.* and *S. J.* and their respective Executors, Administrators and Assignors, by these Presents, in Manner as follows, *viz.* That the said several hereby Debts are that the Debts
now due and owing to the Estate late of the said *W. J.* and that the said *M. J.* hath not at any are owing.
Time assigned, released or discharged, all or any of the said Debts, Monies, and other the
hereby assigned Premises, nor shall or will at any Time hereafter receive, release or discharge
the same, or any Part or Parts thereof, nor shall or will disavow, disallow, discontinue, release
or discharge any Action, Suit or other Process whatsoever, which shall or may be brought or
commenced for the recovering of the same, nor revoke, countermand or make void any Power
or Authority hereby given to the said *T. J.* his Executors, Administrators and Assigns, without
their Consent first had and obtained in Writing for that Purpose; **And also** that she the said Further Acts.
M. J. her, &c. and all and every Persons whosoever lawfully claiming any Right, Interest,
Property or Demand whatsoever of, in or to the said hereby assigned Premises, or any Part
thereof, by, from or under them, or the said *W. J.* deceased, shall and will at any Time here-
after, on the reasonable Request, and at the Charge of the said *T. J.* and *S. J.* or either of them,
their or either of their, &c. make, do and execute, or cause and procure to be made, &c. all
and every such other and farther lawful and reasonable Act and Acts, Thing and Things in the
Law whatsoever, as well for the corroborating and strengthening of these Presents, and of
every Article and Power hereby before given, as also for the further and better Assigning and
Confirming of all and singular the hereby assigned Premises unto, and to and for the Use and
Benefit of them and said *T. J.* and *S. J.* their Executors, Administrators and Assigns, in
Manner and subject nevertheless as aforesaid, as by their or either of their Counsel shall be rea-
sonably advised or required, so as, &c. **And this Indenture further witnesseth,** That Sons Release
they the said *T. J.* for himself, and as Guardian for and on the Behalf of the said *S. J.* (in to the Mother,
Consideration of the Assignment by the said *M. J.* of the Premises in Manner aforesaid) and &c.
also in Pursuance of the herein before recited Agreement, and for divers other good Causes, &c.
Doth, and by these Presents **Doth,** for himself and for the said *S. J.* and for their respec-
tive Executors and Administrators, freely, clearly and absolutely remise, release, discharge and
for ever quit-claim unto the said *M. J.* her Executors and Administrators, and to all and every
other the Administrators and Representatives of the said *W. J.* deceased, **As well all** and
every Sum and Sums of Money whatsoever, as are now due, payable or demandable by them,
or either of them, out of or from the Estate late of the said *W. J.* or from the said *M. J.* as
Administratrix thereof, or otherwise howsoever, **As also** of and from all and all Manner of
Action and Actions, Causes of Action, Suits, Claims and Demands whatsoever both in Law
and Equity, or otherwise howsoever, which they the said *T. J.* and *S. J.* or either of them,
their or either of their Executors or Administrators now have, or can or may at any Time
hereafter claim, challenge or demand against the Estate late of the said *W. J.* or against her the
said *M. J.* as Administratrix thereof, or for or by Reason, or on Account of any other Matter,
Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date of these
Presents: **And this Indenture also further witnesseth,** That they the said *T. J.* and *S. J.*
for the Considerations aforesaid, and in full Performance of the herein before recited Agree-
ment, and also for other, &c. **Have** given and granted, and by these Presents the said *T. J.* Grant of an
for himself and as Guardian for and on the Behalf of the said *S.* and for their respective Heirs, Annuity to
Executors and Administrators, **Doth** give and grant unto the said *M. J.* and her Assigns, du- Mother.
ring her Life, the before mentioned Annuity or yearly Sum of 50*l.* of, &c. to be paid by
them in such equal Proportions as aforesaid; **To have,** hold, receive, take and enjoy the said
Annuity or yearly Sum of 50*l.* unto the said *M. J.* and her Assigns during the Term of her
natural Life, and to be paid and payable to her the said *M. J.* and her Assigns upon the four
most usual Feasts or Quarter-Days of Payment in the Year, *viz.* Lady-day, &c. by four even
and equal Proportions, at or in, &c. without any Deduction or Abatement whatsoever out of
the same, or any Part thereof, either in Respect of Parliamentary Taxes imposed or to be im-
posed, or otherwise howsoever; the first quarterly Payment of which Annuity or yearly Sum
of 50*l.* to begin and be made upon Lady-day next ensuing the Day of the Date of these Pre-
sents; **And** the said *T. J.* for himself, and for his Executors and Administrators, and also as
Guardian for and on the Behalf of the said *S. J.* his Executors and Administrators, **doth** cove- Covenant
nant, promise, grant and agree to and with the said *M. J.* her Executors, Administrators and
Assigns, by these Presents, in Manner and Form following, *viz.* That they the said *T. J.* and
S. J. or one of them, their or one of their Heirs, &c. shall and will yearly and every Year to pay the
well and truly pay, or cause to be paid unto the said *M. J.* or her Assigns, for and during her Annuity.
natural Life, the said Annuity or yearly Sum of 50*l.* of such lawful Money, and by such
Proportions

To indemnify, &c.

Penalty.

Proportions as aforesaid, at the Place upon the several Days and Times herein before limited and appointed for the Payment thereof, without any Deduction or Abatement whatsoever out of the same, or any Part thereof, for Taxes or otherwise as aforesaid, according to the true Intent and Meaning of these Presents; **And also**, that they the said T. J. and S. J. or one of them, their or one of their Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said M. J. her Executors and Administrators, and every of them, and her, their and every of their Estate, Real and Personal, of and from all Costs, Losses, Charges, Damages and Expences whatsoever which shall or may at any Time arise, fall or happen to her, them or any of them, for, by Reason or on Account of her or their Names being made Use of in any such Action or Suit which shall or may be by them the said T. J. and S. J. brought or commenced by Virtue of the herein before mentioned Power or Authority so given, as aforesaid, for the recovering and receiving of the said hereby assigned Debts, Monies and Premises, or any Part thereof, or for, by Reason or on Account of any other Matter, Cause or Thing whatsoever touching her or their Names being so made Use of by Virtue of the Power aforesaid. **And lastly**, for true Performance of all and every the Articles, Covenants, Clauses and Agreements herein before mentioned, and which on the several Parts of them the said M. J. and T. J. are herein before respectively contained, to be by them paid, done and performed, they the said M. J. and T. J. for themselves and for their respective Executors and Administrators, do hereby severally bind themselves unto each other, and to the respective Executors, Administrators and Assigns of each other, in the penal Sum of — of lawful *British* Money, firmly by these Presents. (a) **In Witness**, &c.

A Release and Assignment by an Executrix of a surviving Executor of the two Testator's Personal Estates to a Devisee of the Real Estate of one of the Testator's, in Trust to pay Debts, Legacies, &c. the Residue to the Assignee.

Consideration.

Release.

Assignment.

Exception.

Habendum.

Upon Trust to pay Debts, Legacies, &c. to which the Premises are liable, &c.

THIS Indenture, &c. **Between** B. L. of, &c. Widow, Relict and Executrix of the last Will and Testament of L. L. late, &c. who was surviving Executor of the last Will and Testament of Sir W. L. late of, &c. deceased, of the one Part, and W. R. L. of, &c. (Devisee of the real Estate of the said L. L.) of the other Part, **Witnesseth**, That in Pursuance and Part of Performance of certain Articles of Agreement bearing Date —, &c. made or mentioned to be made between R. M. of, &c. (for and on the Behalf of the said B. L. his Daughter, then under the Age of 21 Years, of the one Part, and the said W. R. L. of the other Part, and for other good Causes and Considerations her thereunto moving, **She** the said B. L. **Hath** remised, released and quit-claimed, and by, &c. **Doth**, &c. unto the said W. R. L. his Executors, Administrators and Assigns, **All** and singular the Goods, Chattels and Personal Estate of the said Sir W. L. and L. L. or either of them, which since the Decease of the said L. L. have come to the Hands of the said W. R. L. or to the Hands of any Person or Persons, in Trust for him (except as herein after is excepted) and all Actions, Suits, Accounts, Claims and Demands for or touching the same: **And this Indenture further witnesseth**, That for the Considerations aforesaid, and for 5 s. &c. to said B. L. paid by said W. R. L. at, or, &c. the Receipt, &c. **She** the said B. L. **Hath** assigned, transferred and set over, and by, &c. unto the said W. R. L. his Executors, &c. **All** and singular the Goods, Chattels, Credits and Personal Estate of the said Sir W. L. and L. L. or either of them, and all Securities for the same which have or hath come to the Hands of the said B. L. or to the Hands of the said W. R. L. in her Right, Or whereof she the said B. L. is or hath been possessed, or to which she the said B. L. as Executrix of the said L. L. and Sir W. L. or of either of them, is any way intitled either in Law or Equity, and the full Benefit and Advantage thereof, (**All** such Jewels, as were at any Time given or presented to the said B. L. by the said L. L. her said Husband, deceased, or were in her own Possession or belonging to her before her Intermarriage with the said L. L. and such Books and Pictures as were her's the said B. L. before the said Marriage, or given her by her said late Husband or the said R. M. her said Father, either before or since the said Marriage, and which have been delivered to the said B. L. by the said W. R. L. or are in her Custody, only excepted and foreprised); **Co** **have**, hold, receive and enjoy all and singular the said Personal Estate and Premises (except as is before excepted) unto the said W. R. L. his Executors, Administrators and Assigns; **Upon Trust** that he said W. R. L. his Executors, Administrators or Assigns, shall and will duly administer and apply all the said Personal Estate which is or shall come to his Hands (except as

(a) The Sons to give a Bond to the Mother for Payment of the Annuity, but referring to be the same Annuity, &c. is

is before excepted) to and for the Payment and Satisfaction of all Debts, Legacies and Demands to which the Personal Estates of the said L. L. and Sir W. L. or either of them, are or is liable to; and from and after full Payment and Satisfaction of all such Debts, Legacies and Demands to which the same respectively are or is liable, To and for the sole Use and Benefit of the said W. R. L. his Executors or Administrators, without any Account to be given or rendered for the same; And the said R. L. hath made, &c. And, &c. (Covenants has not, nor will release, but will do any further Act, &c. In Witness, &c. Letter of Attorney. Covenants.

A Release and Assignment of a Moiety of an Estate, by one who had sold the same at an under Value, &c. whereby the Sale was in the Opinion of Counsel void, to two Trustees, in Trust to reimburse a weekly Allowance to the Assignor, and the Costs of a Chancery Suit to recover the Premises, the Surplus to the Assignor.

THIS Indenture made, &c. Between T. N. of, &c. one of the natural Heirs, and one of the Devisees named in the last Will and Testament of H. N. late of, &c. Esq; his late Father, deceased, of the one Parr, and H. W. of, &c. and H. T. of, &c. of the other Part. **Whereas** the said H. N. being seised in Fee-simple of a considerable real Estate of the Value of 2500 l. per Ann. or thereabouts, and of a great Personal Estate to the Value of 50000 l. and upwards, did on or about the, &c. (being then of sound and perfect Mind, Memory and Understanding,) make, publish and duly execute his last Will and Testament in Writing, whereby he the said H. N. did (among other Things) give and devise (after his Debts and Funeral Expences were first paid) unto L. N. eldest Daughter of J. N. deceased, the yearly Rent or Sum of 400 l. as long as she continued sole and unmarried; then and after her Marriage, the yearly Rent or Sum of 150 l. for and during the Term of her natural Life, to be issuing and payable out of all his the Testator's Real and Personal Estate, and to be paid half-yearly by equal Proportions; and he the said Testator did give to her the said L. N. the several Sums of 100 l. and 500 l. payable in Manner as therein mentioned; and also the Use of all his Plate, Household Goods and Linen, during the Time she continued sole and unmarried; and he the said Testator did hereby give, devise and bequeath, all that Real and Personal Estate, subject to the several Charges, for and on Account of the said Legacies, unto the said L. N. H. N. his eldest Son, W. P. W. Esq; G. N. (who died in the Life-time of the said Testator) and G. N. (who departed this Life since the said Testator), their Heirs, Executors and Administrators respectively, in Trust and Confidence, that all his Debts, Funeral Expences and Money Legacies should be thereout paid and satisfied; and after Payment thereof, that by and out of the said Testator's remaining Estate there be set apart or purchased several Estates in Lands of Inheritance in Fee-simple of the yearly Value of 525 l. and another of the yearly Value of 500 l. and the third of the yearly Value of 200 l. and that the Estate of 525 l. per Ann. should be settled upon his natural Son the said H. N. for his Life; Remainder to Trustees and their Heirs, during the Life of the same H. N. to preserve the contingent Estate therein after mentioned, in such Manner as herein expressed; and from and after his Decease, to the Use of the first and other Sons of the same H. N. lawfully to be begotten, and the Heirs Male of the Body and Bodies of such first and every other Sons respectively, severally and successively one after another according to their Seniority; and for Default of such Issue, to the Use of the said Testator's second Son, the said T. N. Party thereto, for his Life, with Remainder to Trustees to preserve the contingent Uses therein after limited, in such Manner as herein mentioned; and from and after his Decease, to the Use of the first and every other Sons of the said T. N. lawfully to be begotten, and the Heirs Male of the Body and Bodies of such first and every other Sons respectively, severally and successively one after another, according to their, &c. with Remainder to the same Testator's Son H. N. for his Life, with Remainder to Trustees for the Life of the Son H. N. with Remainder to the several Sons of the same H. N. lawfully to be begotten in Tail Male successively, with Remainders over in Default of Issue Male of the said Testator's Son H. N. and T. in like Manner as are therein before limited touching the said Estate of 525 l. per Ann. and as to the Moiety of the said 200 l. per Ann. to his the said Testator's Son T. N. for Life, with Remainder to Trustees during the Life of the said T. N. with Remainder to the Sons of the said T. in Tail Male successively, Remainder to his the said Testator's Son H. N. for his Life, with Remainder to Trustees during his Life, with Remainder to the Sons of the same H. N. in Tail Male successively, with other Remainders over for Default of Issue Male of his the said Testator's Sons T. and H. in like Manner as before are limited touching the first before mentioned Moiety of the said 200 l. per Ann. And the said Testator did hereby Will, that until such Settlements be made as aforesaid, there should be paid to each of his two Sons and Daughter for their Maintenance out of the said Estate yearly by half-yearly Payments, viz. to his said Son H. 200 l. and to his said Daughter D. 100 l. and the said H. N. the Testator, did hereby give to his said Daughter D. 500 l. to the said G. N. his Nephew

1000 *l.* and to each of his other two Nephews *G.* and *A.* therein named, 500 *l.* a-piece, and to his Niece *D.* 500 *l.* and to his Cousin *E. N.* 100 Guineas, which last Legacies he willed to be paid after his Debts, Funeral Expences, and the 100 *l.* and 500 *l.* aforesaid, given to the said *L. N. N.* and after the said Settlement should be made, but willed that his said three Nephews should have Interest for their respective Legacies after the Rate of 4 *l.* *per Cent.* *per Annum.* by half-yearly Payments and equal Proportions until Payment of their respective Legacies; and the said Testator thereby gave unto Mrs. *U. G.* 500 Guineas, to be paid her as aforesaid with Interest, till the Settlement should be made, and also gave unto Mrs. *S. N.* 26 *l.* *per Annum.* to be paid her during her natural Life, issuing out of the Profits of the said settled Estates, and also gave unto *A. S.* Widow, the yearly Annuity of 52 *l.* during her Life, to be paid her out of the Profits issuing from the said settled Estates, and the said Testator did thereby make and appoint the said *L. N. H. N.* his Son, *W. P. W. G. N.* and *H. N.* Executors of his said Will, and gave to each of them 100 *l.* a-piece, and all the rest and Residue of his Real and Personal Estates he gave and devised unto his said two Sons *H. N.* and *T. N.* their Heirs, Executors and Administrators respectively, equally to be divided betwixt them Share and Share alike; and it was his further Will, that after Payment of his Debts, Funeral Expences, and the Settlement made in Manner as aforesaid, then the Trust and Executorship which he had made and appointed as aforesaid, should from thenceforth cease and determine, and then appointed his said two Sons *H.* and *T. N.* to be Executors only of his last Will and Testament: **And whereas** the said *H. N.* the Testator, did sometime afterwards make a Memorandum by way of Codicil (all of his own Hand-writing) to his said Will, by which Codicil he gave unto his eldest Son the said *H. N.* the yearly Sum of 200 *l.* more than his the said Testator's Son *T.* had allotted him by his said Will: **And whereas** the said *G. N.* one of the Trustees and Executors appointed by the said Will, died in the Life-time of the said Testator *H. N.* **And whereas** the said *H. N.* the Testator died on or about the 18th of *February*, &c. without revoking or altering his said Will or Codicil, or either of them, or any Part thereof: **And whereas** the said *G. N.* another of the Trustees and Executors appointed by the said Will, died since the Death of the said *H. N.* the Testator, by which Deaths of the said *G. N.* and *H. N.* the whole Estate so devised as aforesaid by the said *H. N.* the Testator, is by Right of Survivorship become vested in the said *L. N. H. N.* the — and *W. P. W.* *Nevertheless* to, for and upon the several Trusts, Intents and Purposes mentioned, granted and declared, in and by the said last Will and Codicil of the said *H. N.* the Testator: **And whereas** some Time after the Death of the said *H. N.* the Testator, the said *L. N.* the said *H. N.* the Son of the said *W. P. W.* declining to be concerned therein, did prove the said Will and Codicil of the said *H. N.* the Testator, in common Form in the Prerogative Court of *Canterbury*; and he the said *H. N.* the Son hath ever since only acted in the Execution thereof; his Mother the said *L. N.* alias *N.* having not thought fit to act, or declined to intermeddle therewith; **By Virtue** of which said Will of the said *H. N.* the Testator, (after Payment of his the said Testator's Debts and Funeral Expences, and subject to the Payment of the said yearly Sum of 400 *l.* and 150 *l.* *per Annum.* unto the said *L. N.* alias *N.* in the Manner and upon the Condition aforesaid, also subject to the said several Settlements of 52 *l.* 500 *l.* and 200 *l.* *per Ann.* by the said Will directed to be made of Lands, and settled on them the said *H. N.* the Son, *T. N.* and *D. N.* in Manner as aforesaid, and of the said yearly Sums of 200 *l.* 200 *l.* and 100 *l.* so respectively payable to them until such Settlements so made in Manner as aforesaid, and also subject to the Payment of the said several other Monies, Legacies and Annuities by the said Will given, charged and payable out of his the said Testator's Estate as aforesaid, and also of the said Sum of 200 *l.* *per Annum.* payable thereon to the said *H. N.* the Son, more than what is thereby allotted to the said *T. H.* according to the said Codicil as aforesaid), he the said *T. N.* as one of the two Residuary Legatees, named and appointed in and by the said Will, became and was and is intitled to one Moiety or Half-Part of all the Real and Personal Estates which the said *H. N.* the Testator, his late Father, died seised or possessed of, or any ways intitled unto, which amounted to the Value of — *l.* or thereabouts: **And whereas** by Indenture of Lease and Release, the Release being inrolled in the High Court of Chancery, bearing Date respectively the 7th and 8th Days of *October*, &c. and made or mentioned to be made between the said *T. N.* of the one Part, and the said *H. N.* his Brother, of the other Part, (thereby reciting in Part the herein before recited last Will and Testament and Codicil of the said *H. N.* the Testator, and further reciting (amongst other Things) that he the said *H. N.* the Son, (at the Request and Desire of the said *T. N.*) had come to an Agreement with the said *T. N.* not only for the absolute Purchase of all his the said *T. N.*'s Share of the Residuum of the Real and Personal Estates of the said *H. N.* the Testator, but also for the Purchase of all the Right and Interest devised and bequeathed to or in Trust for him the said *T. N.* of, in, to or out of the said several Estates of 52 *l.* *per Ann.* and 500 *l.* *per Ann.* and 200 *l.* *per Ann.* appointed or directed

Codicil.

As to one of Trustees and Executors dying before the Testator.

As to the Testator's Death.

As to another of the Trustees Death since Testator.

As to the Proving of the Will by Mrs. *L. N.* and *H. N.* the Son.As to what Mr. *T. N.* was intitled to by such Will.As to the Conveyance and Assignment from Mr. *T. N.* to his Brother Mr. *H. N.*

directed in and by the said Will to be settled as therein mentioned, and of, in and to the Rents, Issues and Profits thereof, accrued and grown due, or to accrue and grow due to the said T. N. by Virtue of the said Will, and likewise for the Purchase of all Sum and Sums of Money due or to grow due, and devised, willed or given as aforesaid, unto the said T. N. for his Maintenance and Education until such Estate should be settled as aforesaid; and in Consideration thereof, the said H. N. the Son, had not only agreed to release and discharge the said T. N. his Heirs, Executors and Administrators, of the Sum of 2000 l. which the said T. N. owes to the said H. N. the Son, but also to secure to the said H. N. the further Sum of 5000 l. *It is witnessed*, That as well for and in Consideration of the said Sum of 2000 l. due and owing from the said T. N. to the said H. N. the Son, and whereof the same H. N. did thereby release the said T. N. his Heirs, Executors and Administrators, as also for and in Consideration of the said Sum of 5000 l. so secured to be paid to the said T. N. by the said H. N. the Son, the said T. N. did hereby grant and release unto the said H. N. the Son, and to his Heirs, all the Residue of the Real Estate of the said H. N. the Testator, and every Part and Parcel thereof, which by the said Will was devised and bequeathed to the said H. N. and T. N. their Heirs, Executors and Administrators so to be divided as aforesaid; and which in Consequence of such Division should or ought to belong to the said T. N. by Virtue of or under the said Will, or otherwise howsoever, with their and every of their Appurtenances; *To hold* the same Premises with the Appurtenances unto and to the Use of the said H. N. the Son, his Heirs and Assigns; *And* for the Considerations aforesaid, the said T. N. did thereby assign all, and transfer to the said H. N. the Son, his Heirs, Executors and Administrators, the Residue of the Personal Estate of the said H. N. the Testator, and every Part and Parcel thereof, which in and by the said Will was devised and bequeathed to the said H. N. the Son, and T. N. their Heirs, Executors and Administrators; *To hold* the same Premises next therein before assigned with their Appurtenances, unto the said H. N. the Son, his Heirs, Executors and Administrators; *And* for the Considerations aforesaid, the said T. N. did thereby assign and transfer unto the said H. N. the Son, *All* yearly and other Sum and Sums of Money whatsoever, due and to grow due by Virtue or under the said Will, to the said T. N. for his Maintenance and Education as aforesaid; *To hold* the same yearly, and other Sum and Sums of Money and Premises unto the said H. N. the Son, his Executors, Administrators and Assigns, as in and by the said before in Part recited Will and Codicil and Indenture of Lease and Release, Relation, &c. *And whereas* although the said H. N. by Virtue of the said recited Indentures of Lease and Release, hath thereby obtained a Release and Assignment of all his the said T. N.'s Moiety of and in all the Real and Personal Estates late of the said H. N. the Testator, so by him devised in Manner and subject as herein before mentioned, whereby he the said T. N. in Consideration of the said Sum of 2000 l. therein mentioned to be due to him the said H. N. from the said T. N. and of the said Sum of 5000 l. therein mentioned to be by him the said H. N. secured to be paid to his Brother the said T. N. as aforesaid, hath released and assigned unto the said H. N. his Brother, the said 500 l. *per Annum*, by the said Will directed to be laid out in Lands, and settled on him the said T. N. for his Life, and afterwards to his Issue Male with other Remainders over as aforesaid, and of the said Sum of 200 l. *per Ann.* thereby payable to him for his Maintenance until such Settlement made, and also of his Moiety of and in the said Sum of 400 l. *per Ann.* payable after the Death of his Mother the said L. N. alias N. and of his Estate for Life of and in the said several Estates of 525 l. and 200 l. *per Ann.* by the said Will directed to be laid out in the Purchase of Lands and settled on his said Brother H. N. and the said D. his — in Case of their respective Deaths without leaving Issue Male, and that he the said T. N. shall them survive, in Manner as in the said Will are mentioned and limited, and also of his the said T. N.'s Moiety of and in the Residue of the Real and Personal Estates so devised as aforesaid; and in Regard that the said Conveyance and Assignment so made by the said T. N. to his said Brother H. N. was by him so made on Account of the same H. N.'s Lessening and false Representing the Value of the Real and Personal Estates then of the said H. N. the Testator, to him the said T. N. at the Time of making the Assignment for such Conveyance, he the said T. N. being then unacquainted with the Value of the said Estates; *And also* that in Regard that the said T. N. on the Day of the Date thereof had received more than the Sum of 500 l. out of the said Sum of 5000 l. Consideration Money, so mentioned to be secured to be paid to him by his said Brother, as aforesaid, which 500 l. was paid to him at the Time of the Executing the said Conveyance, and the 4500 l. Residue thereof, is secured to him by several Bonds entered into by the said H. N. and since delivered up to his said Brother H. N. by the said T. N. without any Consideration for the same; and as to the 2000 l. mentioned in the said Release as a Debt due from the said T. N. to his Brother the said H. N. 400 Guineas, Part thereof was by him won of the said T. N. at Gaming, for which he gave him his Note, which Note was, upon his the said T. N.'s Executing the said Conveyance, delivered

Release of his
Moiety of the
Real Estate.

Assignment of
his Moiety of
the Personal
Estate.

Assignment of
his Mainte-
nance.

Although
H. N. the
Son, by said
Deeds has ob-
tained T. N.'s
Moiety in the
Real and Per-
sonal Estate,
subject, &c.

It was by les-
sening the Es-
tates.

By Gaming.

1000 *l.* and to each of his other two Nephews *G.* and *A.* therein named, 500 *l.* a-piece, and to his Niece *D.* 500 *l.* and to his Cousin *E. N.* 100 Guineas, which last Legacies he willed to be paid after his Debts, Funeral Expences, and the 100 *l.* and 500 *l.* aforesaid, given to the said *L. N. N.* and after the said Settlement should be made, but willed that his said three Nephews should have Interest for their respective Legacies after the Rate of 4 *l.* per Cent. per Annum, by half-yearly Payments and equal Proportions until Payment of their respective Legacies; and the said Testator thereby gave unto Mrs. *U. G.* 500 Guineas, to be paid her as aforesaid with Interest, till the Settlement should be made, and also gave unto Mrs. *S. N.* 26 *l.* per Annum, to be paid her during her natural Life, issuing out of the Profits of the said settled Estates, and also gave unto *A. S.* Widow, the yearly Annuity of 52 *l.* during her Life, to be paid her out of the Profits issuing from the said settled Estates, and the said Testator did thereby make and appoint the said *L. N. H. N.* his Son, *W. P. W. G. N.* and *H. N.* Executors of his said Will, and gave to each of them 100 *l.* a-piece, and all the rest and Residue of his Real and Personal Estates he gave and devised unto his said two Sons *H. N.* and *T. N.* their Heirs, Executors and Administrators respectively, equally to be divided betwixt them Share and Share alike; and it was his further Will, that after Payment of his Debts, Funeral Expences, and the Settlement made in Manner as aforesaid, then the Trust and Executorship which he had made and appointed as aforesaid, should from thenceforth cease and determine, and then appointed his said two Sons *H.* and *T. N.* to be Executors only of his last Will and Testament: **And whereas** the said *H. N.* the Testator, did sometime afterwards make a Memorandum by way of Codicil (all of his own Hand-writing) to his said Will, by which Codicil he gave unto his eldest Son the said *H. N.* the yearly Sum of 200 *l.* more than his the said Testator's Son *T.* had allotted him by his said Will: **And whereas** the said *G. N.* one of the Trustees and Executors appointed by the said Will, died in the Life-time of the said Testator *H. N.* **And whereas** the said *H. N.* the Testator died on or about the 18th of February, &c. without revoking or altering his said Will or Codicil, or either of them, or any Part thereof: **And whereas** the said *G. N.* another of the Trustees and Executors appointed by the said Will, died since the Death of the said *H. N.* the Testator, by which Deaths of the said *G. N.* and *H. N.* the whole Estate so devised as aforesaid by the said *H. N.* the Testator, is by Right of Survivorship become vested in the said *L. N. H. N.* the — and *W. P. W.* Nevertheless to, for and upon the several Trusts, Intents and Purposes mentioned, granted and declared, in and by the said last Will and Codicil of the said *H. N.* the Testator: **And whereas** some Time after the Death of the said *H. N.* the Testator, the said *L. N.* the said *H. N.* the Son of the said *W. P. W.* declining to be concerned therein, did prove the said Will and Codicil of the said *H. N.* the Testator, in common Form in the Prerogative Court of Canterbury; and he the said *H. N.* the Son hath ever since only acted in the Execution thereof; his Mother the said *L. N.* alias *N.* having not thought fit to act, or declined to intermeddle therewith; **By Virtue** of which said Will of the said *H. N.* the Testator, (after Payment of his the said Testator's Debts and Funeral Expences, and subject to the Payment of the said yearly Sum of 400 *l.* and 150 *l.* per Annum, unto the said *L. N.* alias *N.* in the Manner and upon the Condition aforesaid, also subject to the said several Settlements of 525 *l.* 500 *l.* and 200 *l.* per Ann. by the said Will directed to be made of Lands, and settled on them the said *H. N.* the Son, *T. N.* and *D. N.* in Manner as aforesaid, and of the said yearly Sums of 200 *l.* 200 *l.* and 100 *l.* so respectively payable to them until such Settlements so made in Manner as aforesaid, and also subject to the Payment of the said several other Monies, Legacies and Annuities by the said Will given, charged and payable out of his the said Testator's Estate as aforesaid, and also of the said Sum of 200 *l.* per Annum, payable thereon to the said *H. N.* the Son, more than what is thereby allotted to the said *T. H.* according to the said Codicil as aforesaid), he the said *T. N.* as one of the two Residuary Legatees, named and appointed in and by the said Will, became and was and is intitled to one Moiety or Half-Part of all the Real and Personal Estates which the said *H. N.* the Testator, his late Father, died seised or possessed of, or any ways intitled unto, which amounted to the Value of — *l.* or thereabouts: **And whereas** by Indenture of Lease and Release, the Release being inrolled in the High Court of Chancery, bearing Date respectively the 7th and 8th Days of October, &c. and made or mentioned to be made between the said *T. N.* of the one Part, and the said *H. N.* his Brother, of the other Part, (thereby reciting in Part the herein before recited last Will and Testament and Codicil of the said *H. N.* the Testator, and further reciting (amongst other Things) that he the said *H. N.* the Son, (at the Request and Desire of the said *T. N.*) had come to an Agreement with the said *T. N.* not only for the absolute Purchase of all his the said *T. N.*'s Share of the Residuum of the Real and Personal Estates of the said *H. N.* the Testator, but also for the Purchase of all the Right and Interest devised and bequeathed to or in Trust for him the said *T. N.* of, in, to or out of the said several Estates of 525 *l.* per Ann. and 500 *l.* per Ann. and 200 *l.* per Ann. appointed or directed

Codicil.

As to one of Trustees and Executors dying before the Testator.

As to the Testator's Death.

As to another of the Trustees Death since Testator.

As to the Proving of the Will by Mrs. *L. N.* and *H. N.* the Son.As to what Mr. *T. N.* was intitled to by such Will.As to the Conveyance and Assignment from Mr. *T. N.* to his Brother Mr. *H. N.*

directed in and by the said Will to be settled as therein mentioned, and of, in and to the Rents, Issues and Profits thereof, accrued and grown due, or to accrue and grow due to the said T. N. by Virtue of the said Will, and likewise for the Purchase of all Sum and Sums of Money due or to grow due, and devised, willed or given as aforesaid, unto the said T. N. for his Maintenance and Education until such Estate should be settled as aforesaid; and in Consideration thereof, the said H. N. the Son, had not only agreed to release and discharge the said T. N. his Heirs, Executors and Administrators, of the Sum of 2000 l. which the said T. N. owes to the said H. N. the Son, but also to secure to the said H. N. the further Sum of 5000 l.) *It is witnessed*, That as well for and in Consideration of the said Sum of 2000 l. due and owing from the said T. N. to the said H. N. the Son, and whereof the same H. N. did thereby release the said T. N. his Heirs, Executors and Administrators, as also for and in Consideration of the said Sum of 5000 l. so secured to be paid to the said T. N. by the said H. N. the Son, the said T. N. did hereby grant and release unto the said H. N. the Son, and to his Heirs, all the Residue of the Real Estate of the said H. N. the Testator, and every Part and Parcel thereof, which by the said Will was devised and bequeathed to the said H. N. and T. N. their Heirs, Executors and Administrators so to be divided as aforesaid; and which in Consequence of such Division should or ought to belong to the said T. N. by Virtue of or under the said Will, or otherwise howsoever, with their and every of their Appurtenances; *To hold* the same Premises with the Appurtenances unto and to the Use of the said H. N. the Son, his Heirs and Assigns; *And* for the Considerations aforesaid, the said T. N. did thereby assign all, and transfer to the said H. N. the Son, his Heirs, Executors and Administrators, the Residue of the Personal Estate of the said H. N. the Testator, and every Part and Parcel thereof, which in and by the said Will was devised and bequeathed to the said H. N. the Son, and T. N. their Heirs, Executors and Administrators; *To hold* the same Premises next therein before assigned with their Appurtenances, unto the said H. N. the Son, his Heirs, Executors and Administrators; *And* for the Considerations aforesaid, the said T. N. did thereby assign and transfer unto the said H. N. the Son, *All* yearly and other Sum and Sums of Money whatsoever, due and to grow due by Virtue or under the said Will, to the said T. N. for his Maintenance and Education as aforesaid; *To hold* the same yearly, and other Sum and Sums of Money and Premises unto the said H. N. the Son, his Executors, Administrators and Assigns, as in and by the said before in Part recited Will and Codicil and Indenture of Lease and Release, Relation, &c. *And whereas* although the said H. N. by Virtue of the said recited Indentures of Lease and Release, hath thereby obtained a Release and Assignment of all his the said T. N.'s Moiety of and in all the Real and Personal Estates late of the said H. N. the Testator, so by him devised in Manner and subject as herein before mentioned, whereby he the said T. N. in Consideration of the said Sum of 2000 l. therein mentioned to be due to him the said H. N. from the said T. N. and of the said Sum of 5000 l. therein mentioned to be by him the said H. N. secured to be paid to his Brother the said T. N. as aforesaid, hath released and assigned unto the said H. N. his Brother, the said 500 l. *per Annum*, by the said Will directed to be laid out in Lands, and settled on him the said T. N. for his Life, and afterwards to his Issue Male with other Remainders over as aforesaid, and of the said Sum of 200 l. *per Ann.* thereby payable to him for his Maintenance until such Settlement made, and also of his Moiety of and in the said Sum of 400 l. *per Ann.* payable after the Death of his Mother the said L. N. alias N. and of his Estate for Life of and in the said several Estates of 525 l. and 200 l. *per Ann.* by the said Will directed to be laid out in the Purchase of Lands and settled on his said Brother H. N. and the said D. his — in Case of their respective Deaths without leaving Issue Male, and that he the said T. N. shall them survive, in Manner as in the said Will are mentioned and limited, and also of his the said T. N.'s Moiety of and in the Residue of the Real and Personal Estates so devised as aforesaid; and in Regard that the said Conveyance and Assignment so made by the said T. N. to his said Brother H. N. was by him so made on Account of the same H. N.'s Lessening and false Representing the Value of the Real and Personal Estates then of the said H. N. the Testator, to him the said T. N. at the Time of making the Assignment for such Conveyance, he the said T. N. being then unacquainted with the Value of the said Estates; *And* also that in Regard that the said T. N. on the Day of the Date thereof had received more than the Sum of 500 l. out of the said Sum of 5000 l. Consideration Money, so mentioned to be secured to be paid to him by his said Brother, as aforesaid, which 500 l. was paid to him at the Time of the Executing the said Conveyance, and the 4500 l. Residue thereof, is secured to him by several Bonds entered into by the said H. N. and since delivered up to his said Brother H. N. by the said T. N. without any Consideration for the same; and as to the 2000 l. mentioned in the said Release as a Debt due from the said T. N. to his Brother the said H. N. 400 Guineas, Part thereof was by him won of the said T. N. at Gaming, for which he gave him his Note, which Note was, upon his the said T. N.'s Executing the said Conveyance, delivered

Release of his
Moiety of the
Real Estate.

Assignment of
his Moiety of
the Personal
Estate.

Assignment of
his Mainte-
nance.

Although
H. N. the
Son, by said
Deeds has ob-
tained T. N.'s
Moiety in the
Real and Per-
sonal Estate,
subject, &c.

It was by les-
sening the Es-
tates.

By Gaming.

delivered up to him by the said *H. N.* his Brother ; and as to 1000 *l.* more thereof, the same was charged without a valuable Consideration, and if the said whole Sum of 7000 *l.* had been actually paid, yet the same is not near a third Part of the Value of his the said *T. N.*'s Moiety of and in the said Real and Personal Estates so by him conveyed and assigned to his Brother the said *H. N.* as aforesaid ; **Therefore** it is by Counsel advised, that the said Conveyance is not good, the same being obtained by Fraud and Collusion, and for which Reason it is presumed and believed the same will be by a Court of Equity made void and set aside ; and for that Purpose a Bill is forthwith intended to be exhibited into the High Court of Chancery in the Name of the said *T. N.* against him the said *H. N.* and other proper Persons, by them the said *H. W.* and *B. T.* for the Recovering the Moiety or a Share of him the said *T. N.* of and in the said Real and Personal Estates so by him conveyed and assigned as aforesaid : **And whereas** the said *T. N.* not having Monies of his own to pay the Charges of exhibiting the said intended Bill, and for carrying on the Cause attending such Bill, and other Proceedings thereon during the Space of two Years from hence next ensuing, or until a Decree of the said Court made therein for the Recovering the said Premises, hath desired of them the said *H. W.* and *H. T.* to advance Monies for that Purpose, and also in the mean Time to pay him the said *T. N.* weekly one Guinea for his Support and Maintenance ; **And** as a Security for Repayment as well of the said one Guinea weekly to be paid him for Maintenance, as also of all and every the Sum and Sums of Money and Charges whatsoever, which shall be by them the said *H. W.* and *H. T.* or either of them disbursed, paid, expended or sustained touching the Carrying on and Managing the said Cause, hath proposed and agreed that the same Monies, together with Interest for the same, shall be paid out of the said Premises, and all and singular the said Premises, as shall be so recovered, shall be subject to and charged and liable with Payment thereof, in such Manner as herein after is in that Behalf mentioned and expressed ; *In Consideration* thereof, they the said *H. W.* and *H. T.* at the special Instance and Request of the said *T. N.* (testified by his being a Party to and Executing hereof) Have agreed out of their own proper Monies, Share and Share alike, to advance and pay to him the said *T. N.* one Guinea weekly, and also all Charges in exhibiting the said Bill, and for carrying on the said Cause during the Time and in Manner as aforesaid : **Now this Indenture witnesseth**, that in Pursuance of the said recited Agreement, and in Consideration of the said one Guinea to be weekly advanced, and in equal Proportions, by them the said *H. W.* and *H. T.* from henceforth paid to the said *T. N.* for his Support as aforesaid, and of their Payment by like Proportions of all such Sums of Money as shall be necessary for the Exhibiting the said Bill, and Carrying on and Managing the said intended Cause during the said Space of two Years, or until such Decree made therein as aforesaid, (the same to be at the Election of them the said *H. W.* and *H. T.*) and to the End and to the Intent to secure Repayment unto them the said *H. W.* and *H. T.* of all and every the Sum and Sums of Money by them so advanced and paid for the Purposes aforesaid, together with Interest for the same until Repayment thereof, in such Manner as herein after mentioned, and for divers other good Causes and Considerations him hereunto especially moving, **He** the said *T. N.* hath, and by these Presents (as far as in him lies, or he can or may) **Doth** fully, freely, clearly and absolutely grant, bargain, sell, release, remise, assign, transfer and set over unto them the said *H. W.* and *H. T.* **As well all** such Part or Parts of the Real Estate, **As also all** such Part or Parts of the Personal Estate late of the said *H. N.* deceased, (Father of the said *T. N.*) **As likewise all** and every Sum and Sums of Money, and all other Profits and Advantage whatsoever, which shall or may by Virtue of the said intended, or any other Suit or Cause in Chancery, or otherwise, be ordered or decreed, obtained, recovered and received, to or for the Use and Benefit of him the said *T. N.* of and from his Brother the said *H. N.* or any other Person or Persons whomsoever, by Virtue of his said Father's Will, or otherwise howsoever ; and all the Right, Interest, Property, Claim and Demand whatsoever, both at Law and in Equity of him the said *T. N.* or any Person or Persons in Trust for him, of, in, to or out of the said hereby granted and assigned Premises, and every Part and Parcel thereof ; **To have and to hold**, receive, take and enjoy all and singular the herein before mentioned and intended to be hereby granted, released and assigned Estates, Monies and other the Premises, unto and to and for the only Use and Benefit of them the said *H. W.* and *H. T.* their Executors, Administrators and Assigns, and that in as large, ample and beneficial Manner to all Intents and Purposes whatsoever, as he the said *T. N.* could or might have had, recovered, received or enjoyed the same in case these Presents had not been made ; **Nevertheless** to and for the several Ends, Intents and Purposes, and upon the Trusts herein after mentioned and expressed of and concerning the same, *viz.* To the End, Intent and Purpose, that it shall and may be lawful to and for them the said *H. W.* and *H. T.* severally, and for their respective Executors, Administrators and Assigns, **In the first Place** by and out of the said hereby granted and assigned Premises, when and as soon as the same, or any Part thereof, shall be ordered,

The whole an Under-Value.

Advice of Counsel.

A Bill to be filed.

T. N. unable to pay the Charges of Suit, therefore desires *H. W.* and *H. T.* to advance the same, &c. and to allow him a Maintenance.

And proposes a Repayment, &c. out of Premises to be recovered.

Considerations.

Grant and Assignment.

Habendum.

Upon Trust

to retain the Weekly Allowance,

ordered, decreed, recovered and received as aforesaid, to deduct and retain to their respective Use and Benefit, as well the said one Guinea or the Sum of 21 s. *per Week*, so agreed to be by them paid to the said *T. N.* for his present Support and Maintenance as aforesaid, **As** and Charges also all and every such other Sum and Sums of Money as shall be by them advanced and paid on Account of, or on the Behalf of the said *T. N.* for his Exhibiting the said Bill, and for all Fees to Counsel, Clerks in Court, Solicitors, and all other Charges whatsoever, touching the Carrying on and Managing the same said intended Cause, or any other Suit or Cause which shall be by them brought or commenced against the said *H. N.* his Brother, or any other Persons for Recovering of the same Premises, Part thereof, as likewise of all other Costs, Charges, Damages and Expences, which they the said *H. W.* and *H. T.* their Heirs, Executors or Administrators, shall or may pay, expend, sustain or be put unto, for or by Reason of their, any or either of their Names being made use of in the said intended, or any other Cause or Suit as aforesaid, or of the Trust hereby in them reposed, or any other Matter or Thing touching or concerning the same, together with all Interest for all and every the said several Sums of Money which shall be by them so paid, expended and disbursed for the Purpose aforesaid, at and after the Rate of *5 l. per Cent. per Ann.* and from the respective Times of Paying, Expending and Disbursing the same, until such Time as the same shall be fully repaid and satisfied; **And** from and after full Payment and Satisfaction of all and every such Sums of Money, Interest, Expences and Damages, in Manner as aforesaid, and subject thereunto, then to the further Uses, Intents and Purposes, and upon this special Trust, that they the said *H. W.* and *H. T.* the Survivor of them, his Executors, Administrators or Assigns, (at the Costs and Charges of the said *T. N.* his Executors, Administrators or Assigns) shall and do transfer, assign and pay all the Residue of the said hereby granted and assigned Monies and Premises which shall be so ordered, decreed, recovered, or otherwise obtained, when and as the same shall be so recovered and received, to and for the only Use and Benefit of the said *T. N.* his Heirs, Executors, Administrators and Assigns, and to and for no other Use, Trust, End, Intent or Purpose whatsoever: **And** for the better and more effectual enabling them the said *H. W.* and *H. T.* their Executors, Administrators and Assigns, to recover and receive all and singular the said herein before granted and assigned Premises (nevertheless to, for and upon the Ends, Intents and Purposes, and upon the Trust, and subject in Manner as aforesaid) **He** the said *T. N.* **Doth**, and by these Presents **Doth** constitute, *&c.* the said *H. W.* and *H. T.* jointly or severally, their, *&c.* the true and lawful Attorney, *&c.* of him the said *T. N.* in his or their Names, or in the Names of them the said *H. W.* and *H. T.* or in the Name or Names of some or one of them, as Counsel shall advise, forthwith to exhibit the said Bill in the said Court of Chancery, and to carry on and manage the said intended Cause, or any other Suit or Cause in the said Court, or elsewhere, and to prosecute the same to Effect against the said *H. N.* (Brother of the said *T. N.*) and all other Persons whomsoever whom it may concern, for the obtaining and recovering of all and singular the herein before granted and assigned Premises, in such Manner as they the said *H. W.* and *H. T.* or their Assigns, shall be advised and think fit, and upon recovering and receiving thereof, or of any Part thereof, by Virtue of any Order or Decree, or otherwise, proper and sufficient Release or other Discharge to give for the same; and also to do all and every such other, *&c.* for the recovering and receiving, as also for the releasing, assigning and discharging of all and singular the said hereby granted and assigned Premises, and all that as fully and effectually, *&c.* And finally, he the said *T. N.* doth hereby give, *&c.* nevertheless to, for and upon the several Ends, *&c.* **And** the said *T. N.* for himself, *&c.* doth hereby covenant, *&c.* (*Done no Act to revoke*), other than and except as before appears in and by these Presents) nor shall or will at any Time hereafter do, *&c.* **And** also that he the said *T. N.* his, *&c.* shall not, nor will at any Time (without the Consent, *&c.*) release or discharge any Part of the said hereby granted and assigned Premises, nor revoke or make void the above mentioned Letter of Attorney, or any Power or Authority given, nor shall or will at any Time (without such Consent as aforesaid) release, discharge, discontinue, or do any other Act whatsoever whereby to prevent, stop or hinder any Proceedings whatsoever which shall or may be commenced or brought in the said Court of Chancery, or elsewhere, for the Recovering of the said hereby granted and assigned Premises, or any Part thereof, until such Time as full Payment shall be made to them the said *H. W.* and *H. T.* their Executors, Administrators and Assigns, of the said several Sums of Money to be by them respectively advanced and paid for the Purpose aforesaid, together with all Interest, Costs, Charges and Damages touching the recovering and receiving the same in Manner as aforesaid. **And further**, that he the said *T. N.* his, *&c.* shall and will at any Time (until such Time as full Payment be made to the said *H. W.* and *H. T.* their, *&c.* of all and every such Sums of Money so to be by them paid and advanced as aforesaid) at the Request of them the said *H. W.* and *H. T.* their Executors and Assigns, make, do and execute, or cause or procure to be made, done and executed, any

Letter of Attorney.

Further Assurance.

further and other lawful and reasonable Acts and Things in Law whatsoever, as well for the Corroborating and Strengthening of these Presents, as also for the further and better Granting and Assigning of all and singular the hereby granted and assigned Premises unto them the said *H. W.* and *H. T.* their Executors or Administrators; nevertheless to, for and upon the several Ends, Intents and Purposes, and upon the Trust, and subject in such Manner as is herein before mentioned and expressed of and concerning the same, as by them the said *H. W.* and *H. T.* their Executors and Assigns, or their Counsel learned in the Law, shall be reasonably advised or required. **In Witness, &c.**

XVIII. Of Exchequer Orders and Tallies.

An Assignment of three Exchequer Orders as a Collateral Security for the Payment of Money on Days certain on two Bonds.

Recitals.
A Bond from
Sir *F. D.* to
Sir *F. S.*
Another.

Three Exche-
quer Orders
to *R. Earl of*
R.

Indorsed to
Sir *S. D.*
who declares
them in Trust
for Sir *F. D.*

Sir *F. D.* af-
signs the Or-
ders to Sir
F. S. as a
Pledge for se-
curing the
Payment of
the Bonds.

Sir *F. S.* co-
venants that
on Payment of
the first Bond
he will deliver
up one of the
Orders,

THIS Indenture Tripartite, made, &c. Between Sir *F. S.* Bart. of, &c. of the first Part, the Right Honourable Sir *S. D.* Knt. Lord Mayor of the City of London, of the second Part, and Sir *F. D.* of London, Knt. of the third Part. **Whereas** in and by one Bond or Obligation bearing even Date with these Presents, the said Sir *F. D.* stands bound unto the said Sir *F. S.* in the penal Sum of 6000*l.* conditioned for the Payment of the Sum of 3000*l.* of, &c. unto the said Sir *F. S.* his, &c. upon the, &c. **And** in and by one other Bond or Obligation also bearing even Date with these Presents, the said Sir *F. D.* stands also bound unto the said Sir *F. S.* in the like penal Sum of 6000*l.* conditioned for the Payment of the Sum of 3000*l.* of, &c. unto the said Sir *F. S.* his, &c. upon the, &c. **And whereas** by three several Orders severally dated, &c. and severally signed by the Lord G. Sir *S. F.* Knt. and *J. S.* Esq; then three of his said then Majesty's Lords Commissioners of his Treasury, for Payment of three several Sums of 2000*l.* 2000*l.* and 2000*l.* unto *R. Earl R.* or his Assigns, in Repayment of the like several Sums by him lent unto his said then Majesty, upon the Credit of the Exchequer, by Virtue of a then late Act of Parliament, intituled, An Act for granting, &c. for carrying on the War against *France*, as by three several Tallies, severally bearing Date the same Day, appear, together with Interest for the same after the Rate of 7*l.* per Cent. per Ann. until Repayment of the Principal, which said three several Orders are severally numbered, registered and payable as followeth, that is to say, One numbered 554, registered and payable after 346902*l.* 5*s.* 6*d.* another numbered 555, and registered and payable after 348902*l.* 5*s.* 6*d.* and the other numbered 556, and registered and payable after 350902*l.* 5*s.* 6*d.* and all Interest due upon the three several Orders to the fifth Day of September last past before the Date hereof hath been paid and discharged, as by the said three several Orders and Tallies, Relation being thereunto had, more fully may appear: **And whereas** by three several Indorsements respectively made upon the said three several Orders, the said *R. Earl R.* hath assigned and transferred all his Right, Title and Interest of the same three several Orders, unto the said Sir *S. D.* **Now this Indenture witnesseth**, that the said Sir *S. D.* doth by these Presents acknowledge and declare, that his Name was used in the said three several Indorsements, in Trust only for the said Sir *F. D.* his Executors and Administrators; and that the Monies paid to the said *R. Earl of R.* upon his Assigning the said Orders to the said Sir *S. D.* as aforesaid, were the proper Monies of the said Sir *F. D.* and paid by him to the said Earl: **And this Indenture further witnesseth**, that the said Sir *F. D.* hath assigned and delivered the three several Orders and the three Tallies in the same Orders respectively mentioned, unto the said Sir *F. D.* to the Intent and Purpose that the same Orders and Tallies shall remain and be kept in the Hands and Possession of the said Sir *F. S.* his Executors or Administrators, as and for a Pledge and Security for the true Payment of the said two several Sums of 3000*l.* and 3000*l.* unto the said Sir *F. S.* his Executors, Administrators or Assigns, upon the said three several Days of Payment thereof, according to the several Conditions of the said recited Bonds, with full Liberty and Authority for the said Sir *F. S.* his Executors or Administrators, to sell or dispose of the said Orders and Tallies in Case the said two several Sums of 3000*l.* and 3000*l.* shall not be paid according to the Conditions of the said Bonds, and by and with the Monies arising by such Sale and Disposition to satisfy him or themselves so much of the said two several Sums of 3000*l.* and 3000*l.* as shall be unpaid according to the Conditions of the said Bonds; he and they paying the Overplus to the said Sir *F. D.* his Executors or Administrators. **And this Indenture also further witnesseth**, that the said Sir *F. S.* for himself, his Heirs, Executors and Administrators, doth covenant and agree to and with the said Sir *F. D.* his Executors and Administrators, by these Presents, in Manner following, that is to say, That he the said Sir *F. S.* his Executors or Administrators (in Case the said Sum of 3000*l.* mentioned in the Condition of the said first recited Bond, shall

shall be paid unto him or them upon the said Day in the same Condition mentioned for Payment thereof) shall and will upon such Payment deliver into the Hands of the said Sir F. D. or of his Executors or Administrators, the said Order, numbered 554, undefaced, (inevitable Accidents excepted); **And also**, that he the said Sir F. S. his Executors or Administrators, and the other (in Case the said Sum of 3000*l.* mentioned in the Condition of the said last recited Bond, shall be paid unto him or them upon the said Day in the same Condition mentioned for Payment thereof) shall and will upon such Payment deliver into the Hands of the said Sir F. D. or of his Executors or Administrators, the said two Orders, severally numbered 555 and 556 as aforesaid, undefaced, (inevitable Accidents also excepted). **And further**, that he the said Sir F. S. his Executors and Administrators, until Default shall be made of or in Payment of the said several Sums of 3000*l.* and 3000*l.* or of one of them, or of some Part thereof, contrary to the true Meaning of the several Conditions of the said several Bonds, shall and will from Time to Time permit and suffer the said Sir F. D. his Executors, Administrators and Assigns, to receive and take to his and their own Use the Interest of the said three several Principal Sums of 2000*l.* 2000*l.* and 2000*l.* as the same Interest shall grow due and be payable; **And also**, that in Order to such Receipts of Interest, he the said Sir F. S. his Executors and Administrators, shall and will, at the Request of the said Sir F. D. his Executors, Administrators or Assigns, from Time to Time cause the said several Orders to be left at her Majesty's Receipt of Exchequer, or elsewhere, for directing the Payment of the Interest of the said Principal Sums mentioned in the said Orders, as is usual in such Cases. **In Witness,** &c.

Another Assignment of three Exchequer Orders for securing the Payment of Money on a Day certain, pursuant to a Bond, (very short).

To all, &c. R. A. of, &c. sends Greeting. **Know ye**, that for better securing of the Payment of the Sum of, &c. unto W. H. &c. on the, &c. according to the Condition of one Obligation under the Hand and Seal of the said R. A. bearing Date with these Presents, and in Consideration of 5*s.* to the said R. A. at or before the Sealing hereof, by the said W. H. truly paid, whereof he acknowledges the Receipt, **He** the said R. A. **Doth** hereby assign, set over and deliver unto the said W. H. his, &c. to his and their own Use and Uses, **Three** several Orders in her Majesty's Exchequer, made to the said R. A. by Virtue of an Act passed, &c. of the several Numbers and Dates, and for the respective Principal Sums of Money payable with Interest after the Rate of 6*l.* per Cent. per Ann. herein after mentioned, viz. **One** N^o, &c. together with the said several Sums of Money mentioned in, and all other Monies due and to grow due by and upon the said Orders, and every of them; **And** all the Estate, Right, Title, Interest, Claim and Demand of him the said R. A. of, in and to the same; **Upon this Condition nevertheless**, that if the said R. A. his, &c. shall truly pay or cause to be paid to the said W. H. his, &c. the said Sum of — according to the Condition of the said Obligation, then these Presents are to be void and of none Effect; **And** the said three Orders are to be re-delivered to the said R. A. his, &c. any Thing aforesaid to the contrary notwithstanding. **In Witness,** &c.

An Assignment of several Tallies for several Sums paid into the Exchequer towards the Purchase of Annuities, pursuant to an Act of Parliament, subject to Forfeiture, as mentioned in the Act.

To all Persons, &c. C. H. of, &c. Gent. sends Greeting. **Whereas** the said C. H. in Pursuance of an Act of Parliament lately made for continuing the several Duties and Subsidies therein mentioned, and for settling and establishing a Fund thereby, and otherwise for Payment of Annuities, to be sold for raising a further Supply to her Majesty for the Service of the Year 1707, and other Uses, hath paid into the Receipt of her Majesty's Exchequer the eight several Sums of 200*l.* a-piece of lawful Money, being the first and second Payments of the four several Sums of 800*l.* a-piece, towards the purchasing four several Annuities or yearly Sums of 50*l.* a-piece, to be paid to the said C. H. and his Assigns, for a Term of 99 Years in the said Act mentioned, to be computed from the 25th of March 1707. as by four several Tallies dated the 27th Day of March aforesaid, and by four other Tallies dated the — Day of July Instant, (Relation being thereunto had) may appear: **Now** **know ye**, that for and in Consideration of a certain competent Sum of, &c. to the said C. H. in Hand paid by the Right Honourable J. F. Esq; at or before, &c. the Receipt whereof, &c. he the said C. H. hath bargained, sold, assigned and set over, and by, &c. unto the said

and the other two on Payment of the second Bond;

and permit Sir F. D. to receive Interest of the Order till Default of paying the Bond,

and produce the Orders for that Purpose;

Payments of Money into the Exchequer towards Purchase of Annuities.

Consideration.

Assignment. said *J. F.* his Executors, Administrators and Assigns, **The** said eight Tallies, and all the Estate, Right, Title, Interest, Term of Years, Property, Claim and Demand whatsoever, which he the said *C. H.* hath, or can, shall or may have, claim or demand of, in or to the said Tallies, and of, in and to the said four Annuities or yearly Sums of 50*l.* a-piece, and the other Tallies to be struck on Payment of the remaining Parts of the Purchase Monies of the said Annuities, and of, in and to the Orders to be made out in his Name for Payment thereof; **To have and to hold** the said Tallies, and all other the said hereby assigned or intended to be hereby assigned Premises, unto the said *J. F.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue now to come and unexpired of the said Term of 99 Years; **Subject nevertheless** to such Forfeiture and Loss as the said Premises are liable unto by the said Act of Parliament in Case of Non-payment of the remaining Parts of the Purchase Monies of the said Annuities, according to the Direction of the said Act in that Behalf. **And** the said *C. H.* for himself, &c. doth covenant and agree to and with the said *J. F.* his, &c. by these Presents, that he the said *C. H.* his, &c. shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the proper Costs and Charges of the said *J. F.* his, &c. (he or they paying the remaining Parts of the Purchase Monies of the said Annuities, according to the Direction of the said Act of Parliament in that Behalf) do, make and execute, or cause and procure to be made and executed, all and every further and other lawful and reasonable Act and Acts, Thing and Things, Assignment and Assignments in the Law whatsoever, for the further, better, more full and absolute Assigning and Confirming the said four several Annuities of 50*l.* a-piece, and the several Orders and Tallies made, and to be made out and struck in the Name of the said *C. H.* for Payment thereof, and every of them, unto the said *J. F.* his Executors, Administrators and Assigns, for and during all the Residue of the said Term of 99 Years to be then unexpired. **In Witness, &c.**

Habendum.

Subject to Forfeiture, &c.

Covenant to do any further Act, &c.

XIX. Of Executorship.

Assignment of an Executorship by an Executor to the Heir, with proper Covenants and an Indemnity of the Executor by Mortgage.

Parties. **THIS Indenture** made, &c. **Between** the Right Honourable *J.* Earl of *C.* Son and Heir of the Right Honourable *G.* late Earl of *C.* deceased, and Residuary Legatee of his last Will and Testament, of the one Part, and *J. W.* of *C.* Esq; sole Executor of the said last Will and Testament, of the other Part. **Whereas** by Indentures of Lease and Release, bearing Date the first and second Days of *May*, &c. made or mentioned to be made between the said late Earl of the one Part, and Sir *W. L.* then of, &c. Bart. and *W. S.* then of *L.* Esq; of the other Part, the said late Earl *Did* for the Considerations therein mentioned, grant and convey all Messuages, &c. then of him the said late Earl, situate, &c. with their and every of their Appurtenances, and all that the Moiety of the Manor or Lordship of *C.* with all Lands, &c. to the said Sir *W. L.* and *W. S.* and their, &c. among other Uses, to the Use and Intent that the Right Honourable the Lady *K.* Sister of the said late Earl and her Assigns, should have and receive Yearly, during her Life, out of the said Lands and Hereditaments, one annual Rent of 200*l.* of, &c. payable Half-yearly, &c. as is therein mentioned; the first Payment, &c. **Subject nevertheless** to a certain Proviso therein contained in these Words, or to the Effect aforesaid, that is to say, **Provided always nevertheless**, and it is the true Intent and Meaning of these Presents, that so much of the said yearly Rent of 200*l.* as the Right Honourable *E.* then Countess Dowager of *C.* should under her Hand declare not to be needful to be paid to the said Lady *K.* for her Maintainance or Occasions, during the Life-time of the said Countess Dowager, should not be paid or payable, but should cease as by, &c. Relation, &c. **And whereas** the said Countess Dowager did not make any Declaration under her Hand concerning the Premises: **And whereas** great Part of the said annual Rent of 200*l.* hath not been paid unto the said Lady *K.* but the same still remains unpaid: **And whereas** the said *G.* late Earl of *C.* did by his last Will and Testament in Writing, signed, &c. by him the, &c. give and bequeath several Legacies, and did thereby appoint the said *J. W.* his Executor, to see his said Will performed: **And whereas** the said *J. W.* hath by and with the Privy, Direction and Consent of the said *J.* Earl of *C.* paid and discharged the Funeral Expences of the said *G.* late Earl of *C.* and divers of the Debts and Legacies of the said late Earl, which are mentioned and expressed in the Schedule hereunto annexed: **And whereas** the said *J. W.* hath at the Request of the said *J.* Earl of *C.* delivered to him the said *J.* Earl of *C.* all and every the Acquittances and Discharges which were made and given to him the said *J. W.* for the several Sums of Money by him so paid, and

Recital of Lease and Release,

whereby Lands were conveyed to Uses;

(Int' al') to the Lady K.

200*l.* per Ann.

if needful, for her Maintenance;

great Part thereof unpaid.

Late Earl of C.'s Will.

J. W. his Executor,

who has paid Funeral Expences and several Debts and Legacies, and has deli-

and which are mentioned in the same Schedule, the Receipt of which said several Acquittances and Discharges the said J. Earl of C. doth hereby acknowledge: **And whereas** it hath been agreed between the said J. Earl of C. and the said J. W. that the said J. Earl of C. shall from henceforth take upon him the Performance and Payment of all such Things and Sums of Money as yet remain performable and payable by Force of the said last Will; and that in Consideration thereof the said J. W. shall resign or assign in such Manner as is herein after for that Purpose expressed, unto the said J. Earl of C. *All* such Goods and Chattels, Rights and Credits, and other Things as the said J. W. hath or is intitled unto as Executor of the same Will, and which remain unadministered by him: **And whereas** the said J. Earl of C. hath agreed to make such Lease and Demise of and for the Term of 500 Years, as is herein after mentioned to be by him hereby made, to the End and Intent thereby to indemnify and save harmless the said J. W. his, &c. and his, their and every of their Lands, Tenements, Goods and Chattels, of and from all Arrears of the said yearly Rent of 200*l.* and of and from all and every the Sum and Sums of Money mentioned or expressed in the said Schedule, and of and from all Actions, Suits, Costs, Losses, Charges, Expences and Troubles, which can, shall or may arise or happen by Means or Occasion of the Premises, and also of and from all Actions, Suits, Costs, Losses, Expences and Trouble, which can, shall or may at any Time hereafter arise or happen by Means of the said J. W. being Executor of the said last Will, or by Means or Occasion of the said J. W.'s Assignment hereby made: **Now this Indenture witnesseth**, that in Performance of the said recited mutual Agreement, **He** the said J. W. hath bargained and sold, assigned, transferred and set over, and by, &c. **Doth, &c.** unto the said J. Earl of C. his, &c. **All** Goods, Leases and Chattels, both Real and Personal, and all Debts and Securities for Debts and other Things, which the said J. W. hath or is intitled unto as Executor of the last Will and Testament unadministered by him, and all Benefit thereof or thereby to be had, the Receipt of all which Securities, Leases, Goods and Chattels, the said J. Earl of C. doth hereby acknowledge; **And** the said J. W. doth hereby give unto the said J. Earl of C. during his Life, and after his Decease, unto his Executors, &c. full and lawful Power and Authority in the Name of the said J. W. and his Executors; at the Costs and Charges of the said J. Earl of C. his, &c. but to and for their own Use and Benefit, to demand, receive, sue for, recover and levy all Debts, Sums of Money and Duties which do or shall belong unto the said J. W. as Executor of the said last Will and Testament; **And** the said J. W. for himself, his, &c. doth covenant with the said J. Earl of C. that he the said J. W. and his Executors, shall and will from Time to Time and at all Times hereafter, as Occasion shall be, at the reasonable Request and Cost and Charges of the said J. Earl of C. his, &c. do any further and other reasonable Act and Acts, for the further and better Assigning to him or them the said Goods, Leases, Chattels and other the Premises mentioned to be hereby assigned, and also for the further or better empowering or enabling the said J. Earl of C. his, &c. in the Name of the said J. W. or his Executors, to demand, receive, sue for, recover and levy such Debts, Sums of Money, Duties and other the same Premises, as by the said J. Earl of C. his, &c. or any of them, or his, their or any of their Counsel shall be reasonably devised, so as for the doing thereof no Person shall be required to go from the Place of his or her then Abode or Dwelling; **And** the said J. Earl of C. doth hereby acknowledge and declare that all the said J. W. hath done or acted in Relation to the Execution and Performance of the said last Will and Testament of the said G. late Earl of C. and mentioned in the said Schedule hereto annexed, hath been with the Privity, Consent, Direction and Approbation of the said J. Earl of C. **Therefore also witness these Presents**, that in Consideration thereof, and of the Assignment hereby before made unto him the said J. Earl of C. as aforesaid, and of the said J. W.'s Delivering up to the said J. Earl of C. all the Releases, Acquittances, Receipts and Discharges which he the said J. W. hath taken for the Funeral Expences, Debts and Legacies which he hath paid as Executor, as aforesaid, and also of his Delivery of the Probate of the said Will, under the Seal of the Prerogative Court of *Canterbury* to the said J. Earl of C. and in Pursuance and Part of Performance of the said Agreement on the Part of the said J. Earl of C. and other Considerations him thereunto moving, he the said J. Earl of C. for himself, his, &c. hath granted, covenanted and agreed, and by these Presents **Doth** grant, &c. to and with the said J. W. his, &c. that he the said J. Earl of C. his, &c. or some of them, shall and will, by and out of the Premises hereby assigned, make, do, satisfy, pay and perform all Payments and Things whatsoever, which by the said last Will and Testament ought before the Date hereof to have been made, done, paid, satisfied or performed, and were not, and also which after the Date hereof ought to be made, done, &c. so fully as the Premises hereby assigned will extend; **And** also shall and will from Time, &c. save and keep harmless and indemnify the said J. W. his, &c. and every of them, and his and their Lands and Tenements, Goods and Chattels, of, from and against all Damage, Costs or Expences which shall happen to come to him, them or any of them,

them, or which he, they or any of them shall expend or be put to, for or by Reason of any Default or Failure of or in the Performance of the said last Will and Testament, or of any Thing therein contained or relating thereunto, either before or after the Date of these Presents, or of any Default or Failure of or in doing or omitting to do any Thing which the Executors thereof ought to have done or not to have omitted, or which he hereafter ought to do and not omit, and also for or by Reason of the said J. W.'s making or executing of these Presents, except such Damage as shall or may happen to him or them by Reason of the Breach of the expresse Covenants on the Part of the said J. W. herein contained to be performed. And the said J. W. for himself, his, &c. doth hereby covenant and agree to and with the said J. Earl of C. his, &c. that he the said J. W. had not at any Time heretofore released or discharged; And further that he the said J. W. or his, &c. shall not, nor will at any Time hereafter release or discharge without the Consent of the said J. Earl of C. all or any of the Premises. And the said J. Earl of C. for himself, his Executors and Administrators, doth covenant and agree to and with the said J. W. his, &c. that he the said J. Earl of C. his, &c. shall and will procure and obtain sufficient Discharges for all such Debts and Legacies, as he or they shall hereafter satisfy or pay in Performance of the said last Will, and shall and will procure Duplicates of the said Discharges duly executed by the Parties giving the same, and then shall and will deliver and give the said Duplicates so executed to the said J. W. his, &c. And this Indenture further witnesseth, That in Consideration of the Premises, and for the securing the Performance of all and every the Covenants and Agreements herein before contained or mentioned on the Part of the said J. Earl of C. his, &c. to be performed, and for and in Consideration of the Sum of 5 s. of, &c. to the said J. Earl of C. in Hand, &c. he the said J. Earl of C. hath granted, bargained and sold, and by these Presents Doth grant, &c. All that the Manor of, &c. and all and every the Messuages, &c. whatsoever, of him the said J. Earl of C. situate, &c. or any of them in the said County of D. (Except only, &c.) and the Reversion, &c. To have and to hold the same Manors, &c. unto the said J. W. his, &c. from henceforth, for and during, and unto the full End and Term of 500 Years fully to be compleat and ended, without Impeachment of or for any Manner of Waste, Under and Subject to the said Provisoes and Agreements as are herein mentioned, expresse and declared of and concerning the same, that is to say, **Provided always**, and it is hereby declared and agreed by and between all the said Parties to these Presents, that if the said J. Earl of C. his, &c. shall and do well and truly perform and fulfil all and every the Covenants and Agreements herein contained, which on his and their Part are and ought to be done and performed according to the true Intent and Meaning of these Presents, and of the said recited mutual Agreement, then the said Term of 500 Years and in the said Hereditaments and Premises mentioned or intended to be hereby leased, shall at the End of seven Years next ensuing the Decease of the said Lady K. cease, determine and be utterly void to all Intents and Purposes; any Thing, &c. notwithstanding. **Provided also**, and it is hereby agreed, that in the mean Time and until the said Earl of C. his, &c. shall make some Default in the Performance of the Covenants and Agreements herein contained or recited, which on his and their Part ought to be done and performed, by Means or Occasion whereof the said J. W. his, &c. or some of them, shall sustain some Damage or be put unto some Trouble, Suit, Charge or Expence, it shall and may be lawful to and for the said J. Earl of C. his, &c. peaceably and quietly to have, hold and enjoy the said Manors, &c. mentioned to be hereby leased, and to receive and take the Rents, &c. and of every Part thereof, to and for his and their own Use and Benefit, without the lawful Let, &c. of or by the said J. W. his, &c. or of any of them, or of or by any other Person or Persons lawfully claiming or to claim, from, by or under them or any of them. (A Covenant from the Earl of C. that he is seised in Fee of the Premises hereby leased, and that he hath Power to lease the same): And further, That the same Manor, &c. mentioned to be hereby leased and every of them, and every Part and Parcel thereof, shall, or lawfully may, from Time to Time and at all Times from and after Default shall be made by the said J. Earl of C. his, &c. of and in Performance of the Covenants and Agreements herein contained and recited on the Part of the said J. Earl of C. his, &c. to be done and performed, remain, continue and be unto the said J. W. his, &c. and during all the Rest and Residue which shall be then to come and unexpired of the said Term of 500 Years without Impeachment of Waste, without lawful Let, &c. of or by the said Earl of C. his Heirs, or of or by any Person or Persons whomsoever, freed and discharged of and from all Charges and Incumbrances whatsoever. (A Covenant that from and after Default shall be made of or in Performance of the Covenants and Agreements herein contained or recited on the Part of the said J. Earl of C. his, &c. to be done and performed, be the said J. Earl of C. will make further Assurance of the Premises hereby leased unto the said J. W. his, &c. for and during all the Rest and Residue which shall be then to come and unexpired of the said Term of 500 Years, without Impeachment of Waste). In Witness, &c.

Covenant that the Executor has not, nor will release, &c.

That the Heir will procure Duplicates of all Discharges for Debts for the Executor.

Mortgage by the Heir to indemnify the Executor.

Proviso that if the Heir performs the Covenants for seven Years, the Mortgage to be void.

Proviso, that until Default, &c. the Heir shall enjoy.

Covenants sealed, &c. Power to Mortgage, &c.

That the mortgaged Premises, after Default, shall go to the Executor.

And in that Case to make further Assurances.

An Assignment of an Executorship by an Executor of a Widow, empowering the Assignee to prosecute a Suit, &c. to recover a Sum of Money charged on Copyhold Premises, in Consideration of a Sum paid; the Executor not being able to carry on the same.

THIS Indenture made, &c. **Between** J. P. of, &c. Executor of the last Will and Testament of A. M. late of, &c. Widow, deceased, Relict of J. M. late of C. in the said County, Gent. also deceased, of the one Part, and R. C. of, &c. of the other Part. **Whereas**, &c. (Recital of a Surrender of Copyhold Lands by said J. M. to hold to Trustees, in Trust for him for Life, after for A. D. his intended Wife for Life, after to be surrendered to the Use of their Issue, &c. so as said J. M. upon such Surrender should pay 350l. to said A. D. or to such other as she should appoint, and in Default of Appointment to the Executors or Administrators of said A. D. and if the Money was not paid the Premises to be sold, and in the first Place pay the same, the Residue to J. M. and his Heirs.) **And whereas** the said J. M. deceased, about the Day of, &c. died, leaving the said A. M. his Widow: **And whereas** the said A. M. deceased, on or about, &c. made her last Will and Testament in Writing, and thereof made the said J. P. Executor, who proved the said Will and took upon him the Burden and Execution thereof, and gave therein and thereby several Legacies and Bequests, and after the discharging of the same, gave the Overplus to, &c. as in and by the said Will, &c. **And whereas** J. M. of, &c. and T. M. of, &c. Sons of the said J. M. deceased, refuse to pay the said 350l. to the said J. P. or otherwise satisfy him thereof, without preferring a Bill in the Honourable Court of Chancery to obtain a Decree, that the said Lands and Premises may be sold to the said J. P. but the said J. P. is incapable to do it without borrowing some Money to prosecute such Suit: **Now this Indenture witnesseth**, That the said J. P. for and in Consideration of the Sum of 40l. of, &c. in Hand lent and paid to the said J. P. by the said R. C. at, &c. he the said J. P. hath granted, bargained, sold and assigned, transferred and set over, and by, &c. **Doth**, &c. unto the said R. C. his, &c. **The Letters of Administration or Probate of the Will of the said A. M. deceased**, with all his Right, Title and Interest therein, together with the Will of the said A. M. deceased; **To have and to hold** the said Letters of Administration or Probate of the said Will, and all the Right, Title and Interest of him the said J. P. therein and thereunto, and of, in and unto all other the Premises unto the said R. C. his, &c. in as large, ample, beneficial a Manner to all Intents, Constructions and Purposes whatsoever, as if he the said J. P. his, &c. may, might, could, should or ought to have had, held and enjoyed the same; **And** the said J. P. for himself, &c. to and with the said R. C. his, &c. by, &c. in Manner, &c. that is to say, That he the said R. C. his, &c. shall and may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold and enjoy the said Letters of Administration and Probate of the said Will, and also to receive and take the said 350l. due to the said J. P. given by the said Will of the said A. M. deceased, or any otherwise howsoever, in as full, large and ample Manner as the said had not been made; **And** the said J. P. hath made, &c. the said R. C. his true, &c. to ask, demand, sue for, recover and receive of the said J. B. S. C. J. M. and T. M. Sons of the said T. M. deceased, or any or either of them, all such Sum and Sums of Money as are due to him the said J. P. his, &c. by the Will or Probate of the Will of the said A. B. deceased, or in any wise relating thereunto, giving, &c. and upon Receipt, &c. and to make, do and execute all Acts, &c. necessary to be done in and about the Premises for the Recovery of all such Sums of Monies as are due to him the said J. P. aforesaid, as fully, &c. ratifying, &c. (And then add a Covenant for further Assurance, as in Tit. Covenants, &c.) **In Witness**, &c.

An Assignment of Executorship and Testator's Effects pursuant to a Decree, wherein the Assignor is covenanted to be indemnified, and Writings, &c. are delivered up, and a Release given.

THIS Indenture Tripartite, made, &c. **Between** J. B. of, &c. sole acting Executor named in the last Will and Testament of A. K. of, &c. deceased, (who was sole acting Execurix of, &c. also deceased,) of the first Part, C. K. of, &c. of the second Part, and J. T. of, &c. Administratrix of the Goods and Chattels of, &c. late of, &c. deceased, of the third Part. **Whereas**, &c. (Recital of A. K.'s Will whereby she devised her Lands for a Term of Years to J. B. to pay her Debts; and of an Order in Chancery for J. B. to account with C. K. and assign the Executorship, &c.) **And whereas** the said C. K. has paid to the said J. B. the Sum of, &c. so reported due to him as aforesaid; and has also paid, and undertaken

Recitals.

The Husband's Death.

The Wife's Death.

Her Will,

J. P. Executor, who proved the Will, and acted.

The two Sons refuse to pay the Money charged by the Father, without a Chancery Suit.

Assignment.

Covenants,

peaceable Enjoyment, and Receipt of the Money.

Proceedings in Chancery.

Money paid, and undertaking to pay

other Debts and Legacies by C. K. whereupon *J. B.* agrees that he shall receive all the Personal Estate, &c. Writings, &c. delivered up.

undertaken to pay, the said Sum of, &c. in Discharge of the several other Debts and Legacies of the said *M.* and *A. K.* which then remained unpaid; upon which the said *J. B.* has agreed and consented, that the said *C. K.* shall have and receive to his own Use the full Benefit and Advantage of all the Personal Estate of the said *M. K.* and *A. K.* which is yet in his Hands, or standing out unreceived from the respective Persons from whom the same is due; and for that End, the said *J. B.* has, with the Consent of the said *J. T.* signified by her joining herein, and signing and sealing hereof, delivered to the said *C. K.* and *J. T.* or one of them, all the Writings in his Custody relating to the Estates of the said *C. K.* *J. K.* *M. K.* and *A. K.* and has likewise delivered to the said *J. T.* the several Securities in the first Schedule hereunto annexed, relating to the Personal Estates of the said *C. K.* and *M. K.* and has also delivered to the said *C. K.* the several Securities in the second Schedule hereunto annexed mentioned, relating to the Personal Estates of the said *M. K.* and *A. K.* belonging, or either of them, which are in his Hands; And has also agreed to authorize and empower the said *C. K.* to sue for, recover and receive all such Debts and other Things as are due and belonging to their or either of their Estates, saving only as herein after excepted: **Now this Indenture witnesseth,** That the said *J. B.* as well in Obedience to the said Decretal Order, as in Pursuance of the said Agreement, and for the better enabling the said *C. K.* to sue for, recover and receive the said Debts and Estates, and in Consideration of the Sum of 5*s.* of, &c. **Doth, &c.** and by, &c. **Doth, &c.** unto the said *C. K.* **The** several Debts in the said second Schedule hereunto annexed expressed, and all other the Debts due and owing to the Estates of the said *M. K.* and *A. K.* or either of them, and all and every Bonds, Mortgages and Securities, Terms of Years, Interests and Estates concerning or relating to or taken for the same: **To have and to hold** the same, and every of them to the said *C. K.* his, &c. as fully, &c. as the said *J. B.* his, &c. might, &c. to hold, receive and enjoy or take the same by Virtue of the said Will of the said *A. K.* or otherwise; **Saving** only the Sum of, &c. remaining due from, &c. upon Mortgage of Lands in, &c. which Debt and Mortgage the said *J. B.* is by Agreement to retain in his Hands, and receive to his own Use, having allowed the same to the said *C. K.* out of the Money above mentioned to be paid by him to the said *J. B.* **And this Indenture further witnesseth,** That the said *J. B.* for the Considerations aforesaid, hath made, &c. (*Letter of Attorney to C. K. to receive the Debts assigned.*) **And, &c.** (*Covenant that J. B. has not nor will release, except, &c.*) **And** the said *C. K.* for himself, &c. doth covenant, &c. to and with the said *J. B.* his, &c. that he the said *C. K.* his Heirs, Executors and Administrators, shall and will at all Times hereafter save harmless and keep indemnified the said *J. B.* his Heirs, Executors, Administrators and Assigns, and his and their Lands, Tenements, Goods and Chattels, of and from all Costs, Charges, Damages and Expences, which he or they shall sustain or be put to, for or by Reason of any Action or Suit that shall be brought in his Name for any of the Debts, Duties and other Things due, owing and belonging to the said *M.* and *A. K.* or either of them. **And lastly,** the said *J. T.* doth hereby acknowledge to have received of the said *J. B.* the several Securities in the said first Schedule hereto annexed mentioned, relating to the Estates of the said *J. K.* and *M. K.* **And** he the said *C. K.* &c. (*The like as to second Schedule*) and has likewise received from him all the Writings in his Custody relating to the real Estates of the said *C. K.* *G. K.* *M.* and *A. K.* **And** in Consideration thereof, they the said *C. K.* and *J. T.* **Do,** and each of them **Doth** acquit and discharge the said *J. B.* of and from the same and every of them, and of and from all Actions, Suits and Demands whatsoever, which they or either of them can or ought to have, challenge, claim or demand against him, for or by Reason of any Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day next before the Day of the Date hereof, either in their own separate Capacities, or as the said *J. T.* is Administratrix of the said *G. K.* her Uncle, and *M. K.* her Sister, deceased. **In Witness, &c.**

An Assignment of an Executorship, to put an End to Suits, &c.

THIS Indenture made, &c. **Between** *E. G.* of, &c. and *S. H.* of, &c. Executors of the last Will and Testament of *J. G.* late of, &c. deceased, of the one Part, and *T. R.* of, &c. of the other Part, **Witnesseth,** That **whereas** there have been divers Suits and Controversies between the said *E. G.* and *S. H.* and the said *T. R.* as well about the Wardship (Guardianship) of *F. E. G. G.* and *H. G.* Daughters and Coheirs of the said *J. G.* as also about the last Will and Testament of the said *J. G.* and about certain Legacies therein contained, and by the same given and bequeathed unto Dame *G. P.* now Wife of *J. P.* Knt. and late the Wife of the said *J. G.* **And whereas** also there is in the said last Will and Testament a certain Clause and Appointment for the said *E.* and *S.* to give an Account to the said three Daughters of the said *J. G.* severally at their several Ages of 16 Years, and unto the above named

named T. R. or unto one of them, of the Receipt of the Rents, Issues and Profits of the Lands and Tenements of the said J. as in and by the said Will and Testament, Relation, &c. Now, for the final ending and appeasing all and singular the said Suits and Controversies, and for establishing of a perfect Agreement between the said Parties, and to the End and Intent that the said last Will and Testament of the said J. G. and his Meaning therein declared, may thereby the better be performed and fulfilled, and also that the said Account appointed by the last Will and Testament of the said J. to be by the said E. and S. as aforesaid made, may be during the Life of all the said Parties given up and discharged, and by Means thereof, and for and in Respect that the Debts and Legacies of the said J. are at this present Time almost satisfied, and that it may and will the better appear what Sums of Money the said Daughters of the said J. will be to receive at their several Ages, according to the last Will and Testament of their said Father; **It is** for, in and upon the Considerations aforesaid, and divers others, It is covenanted, granted and concluded upon, between the said Parties and every of them, their Heirs, Executors, Administrators and Assigns, in Manner and Form following: **And first**, the said E. G. and S. H. for, in and upon the Considerations aforesaid, and divers others them thereunto especially moving, **Have** given, granted, assigned and set over, and **Do** by these Presents for them, their Executors, Administrators and Assigns, give, &c. unto the said T. R. All that Messuage, &c. and also the Reversion and Reversions, Remainder and Remainders, after the Decease of A. G. Widow, late the Wife of H. G. deceased, and Dame G. P. now the Wife of the said J. P. Knt. and late the Wife of the said J. G. or after the Decease of either of them, and the, &c. **And furthermore** the said E. G. and S. H. **Do** by these Presents give, grant, assign and set over unto the said T. R. **One** Annuity, &c. **To have**, &c. all and singular the said Messuages, &c. Issues, Revenues and Profits, and all and singular other the said Premises, with all and every their Appurtenances, unto him the said T. R. his, &c. for and during the whole Time that the said Premises are by the said last Will and Testament of the said J. G. devised and bequeathed unto them the said E. and S. their, &c. and so long as, and in as ample Manner and Form to all Intents and Purposes, as they the said E. and S. or either of them, their, &c. are by the last Will and Testament of the said J. G. to hold and enjoy the same: **And furthermore** they the said E. G. and S. H. for, in and upon the Consideration aforesaid, **Have** given, granted and confirmed, and **Do**, &c. unto the said J. R. one Annuity, (a) &c. to be issuing, &c. **To have**, &c. unto, &c. for, during and until E. G. one of the Daughters of the said J. G. shall or may accomplish the Age of, &c. if she so long live; and if she the said E. dies before her said Age of, &c. for, during, until and so long as she the said E. if she had so long lived, might by Computation of Time have accomplished her said Age of, &c. at two usual Feasts, &c. the first Payment, &c. (Add a Clause of Distress, a Proviso not to charge the Persons of the Assignors, and that the Assignors shall put the Assignee in Possession by Delivery of 6 d. and a Covenant for peaceable Enjoyment); **And also** that the said E. G. and S. H. their, &c. shall and will well and truly content, satisfy and pay, or cause, &c. unto K. G. one of the Daughters of the said H. G. all and all Manner of such Legacies, Gifts and Bequests, as are given and bequeathed unto her the said K. as well by the last Will and Testament of the said H. G. as also by the last Will and Testament of the said J. according to the Intent, Purport and true Meaning of the said several last Wills and Testaments of them the said H. and J. and in such Manner and Form as the said Legacies and Bequests of them the said H. and J. are limited and appointed to be paid, and not otherwise, and thereof and of every Part and Parcel thereof shall acquit, discharge, or otherwise well and sufficiently save and keep harmless and indemnified the said T. R. his Heirs, &c. **And**, &c. (A Covenant for the Assignors to produce Deeds. See Tit. Covenants.) **Now** the said T. R. for and upon the Consideration aforesaid, and to the Intent and Purpose that the said E. and S. their and every of their Executors and Administrators may be secured and saved harmless of all Matters, Things, Suits, Actions, Incumbrances and Deeds, wherewith and whereby they or any of them may be charged and incumbered, as being Executors of the last Will and Testament of the said J. G. and for divers other Causes, &c. **Doth** by, &c. for himself, &c. covenant, &c. in Manner, &c. that is to say, that, &c. (The Assignee at such Times as the Assignors give up their Accounts, shall indemnify the Assignors from all Charges, &c. on Account of the said J. G.'s Will, &c. and from Legacies. A Covenant that the Assignee shall not only make an Account in Writing of his Receipts and Disbursements to the Children at their Ages, but shall pay them the Balance according to the said Will. The Assignors peaceably to enjoy all such Messuages, &c. during the Time the Daughters shall remain Wards, &c.) **In Witness**, &c.

(a) See Tit. Grants for the Forms of Grants of Annuities.

XX. Of Extents and other Executions, and of Lands, &c. taken or charged in Execution.

An Assignment of Extents to Trustees to protect several purchased Estates from Incumbrances.

THIS Indenture of six Parts, made, &c. **Between** *W. B.* of, &c. of the first Part, *A.* of, &c. of the second Part, *A. B. C. D.* of, &c. Trustees, of the third Part, *Sir J. T.* of, &c. of the fourth Part, *M.* of, &c. of the fifth Part, and — *J. E.* and — of the sixth Part. **Whereas** by Indenture, dated 27 Oct. &c. made, &c. *Between R. B.* of, &c. of the one Part, and said *W. B.* of the other Part, *Reciting* that the said *Sir J. T.* stood indebted to the said *R. B.* in the Sum of 456 *l.* 13 *s.* 3 *d.* which was then lately bound by Extent or otherwise, and that there was a *Scire facias* issued out of his then Majesty's Court of Exchequer, at the Request of the said *R. B.* against the said *Sir J. T.* in order to recover the same Debt, the said *R. B.* in Consideration of 456 *l.* 13 *s.* 3 *d.* to him paid by the said *W. B.* (at the Request of the said *Sir J. T.*) *Did* assign unto the said *W. B.* as well the said Extent on such Process as aforesaid, and all Benefit and Advantage that could or might be had thereby, as also all his Right, Title, Interest, Claim and Demand whatsoever of, in and to the said Debt of — and every Part thereof: **And whereas** by Indentures *Tripartite*, dated 20 Nov. &c. made, &c. between *G. H.* of, &c. of the first Part, *W. B.* of the second Part, and said *Sir J. T.* of the third Part, *Reciting* also that said *Sir J. T.* stood indebted to the said *G. H.* in the Sum of 720 *l.* *And* that by Inquisition indented and taken at the Guildhall, London, in the Parish of St. Lawrence Old Jewry in the Ward of Cheape, 15 May then last, the said *Sir J. T.* was found indebted to the said *G. H.* in the Sum of 795 *l.* whereof the Sum of 720 *l.* is now unpaid; *And* that a *Scire facias* issued out against the said *Sir J. T.* to extend and recover the said Debt, at the Request and by the Procurement of the said *G. H.* to the End the same might be paid to the King's Majesty in Aid and Discharge of a Debt of 10,000 *l.* due from the said *G. H.* to his said Majesty; *And* that the said *W. B.* at the Request of the said *Sir J. T.* did agree to pay the said Sum of 720 *l.* to the said *G. H.* in Consideration of the said Sum of 720 *l.* therein mentioned to be paid by the said *W. B.* to the said *G. H.* *Did* assign and set over unto the said *W. B.* the said Sum and Debt of 720 *l.* and all and every Bill and Bills of Exchange, which he said *G. H.* or any in Trust for him, had or might have, and all and every other Security or Securities for the same or any Part thereof, and all and every Benefit and Advantage whatsoever which he had or might have by Virtue of any Process for the Recovery of the same; *And* the said *G. H.* *Did* thereby appoint the said *W. B.* his lawful Attorney irrevocable to recover the said Debt of 720 *l.* against the said *J. T.* **And whereas** the said *J. A.* by Deed, dated 15 Oct. &c. in Consideration of 750 *l.* to him paid as therein is mentioned, *Did* covenant, promise and agree to and with the said *Sir J. T.* and *W. B.* that he the said *J. A.* would at the Costs and Charges of the said *Sir J. T.* procure the Extent found against *W. M.* for the Sum of 740 *l.* to be assigned to the said *Sir J. T.* and *W. B.* or whom they should appoint, as by the said several recited Indentures and Deed, &c. **And whereas** the said *J. T.* and *W. M.* have been Copartners in returning several great Sums of Money by Bill of Exchange or otherwise, whereby the Estate of each other might possibly be liable to Extents against the other; and they the said *Sir J. T.* and *W. M.* having contracted several Debts whilst they were concerned together as Copartners, they did agree that the said *Sir J. T.* should pay 6500 *l.* or thereabouts, of the said Debts; and the said *W. M.* the Sum of 4500 *l.* and the aforesaid several Sums paid as aforesaid by the said *W. B.* were paid as Part of the Sum of 6500 *l.* which the said *Sir J. T.* was to pay as aforesaid: **Now this Indenture witnesseth**, that for and in Consideration of 5 *s.* &c. by the said *W. B.* jun. *T. E.* and *R. C.* (the Trustees) in Hand well and truly paid to the said *W. B.* at, &c. the Receipt, &c. he the said *W. B.* (by and with the Content, Direction and Appointment of the said *Sir J. T.* and *W. M.* testified, &c.) hath assigned, transferred and set over, and by these Presents **Doth**, &c. to *W. B.* jun. *J. E.* and *R. C.* their Executors, Administrators and Assigns, **As well** the said several and respective Extents to him so as aforesaid assigned, **As also** all and every Sum and Sums of Money due or to be due for or by Reason of the same, together with the respective Assignments thereof, **And** all and every Bill and Bills of Exchange for any Sum or Sums or Money, to the Payment whereof the said *Sir J. T.* and *W. M.* or either of them, were or is liable, which the said *W. B.* hath in his Custody or Power, or is any ways intitled unto; **To have and to hold** the said several Extents, Bills of Exchange and Money thereupon due unto the said *W. B.* jun. *T. E.* and *R. C.* their Executors, Administrators and Assigns: **And this Indenture** fur-

ther witnesseth, that the said *J. A.* for and in Consideration of, &c. to him in Hand likewise paid by the said *W. B.* jun. *T. E.* and *R. C.* at and before, &c. the Receipt, &c. and in Performance of his said Covenant to the said *W. B.* as aforesaid, hath assigned, transferred and set over, and by these Presents (by the like Direction and Appointment of the said Sir *J. T. W. B.* and *W. M.* and at the Nomination of the said *W. B. J. E.* and *C. C.* testified as aforesaid) Doth, &c. unto the said *W. B.* jun. *T. E.* and *R. C.* As well the said Sum of 740*l.* and the Extent thereof found as aforesaid, As also all Right, Title, Interest, Benefit, Advantage, Claim and Demand whatsoever of him the said *J. A.* of, in and to the same; **To have and to hold** the same Extent and Sum of Money, and every of them, unto the said *W. B.* jun. &c. Executors, Administrators and Assigns; **And it is hereby declared** by and between all and every the Parties to these Presents, that the said several Extents and Bills of Exchange assigned to them the said *W. B.* jun. &c. are so to them assigned, **Upon Trust** in the first Place, that all and every the said Extents shall be kept on Foot to protect as well the Manors, Messuages, &c. late of the said Sir *J. T.* and Dame *D.* his Wife, purchased by the said *W. B.* likewise all other the Messuages of the said Sir *J. T.* and Dame *D.* his Wife, and either of them (not sold), as also all the Messuages, &c. late of the said *W. M.* and conveyed to them the said *J. E.* and *C. C.* from all Mean and other Incumbrances, and to be made use of for that Purpose, and that the same and the said Bills of Exchange shall not be made use of to the Prejudice of the said *W. B. J. E. C. C.* Sir *J. T.* and *W. M.* any or either of them, in any other Person or Persons claiming, or which hereafter shall claim the said Premises, or any Part or Parcel thereof, by, from or under them, or any or either of them. **In Witness, &c.**

Declaration that the Extents, &c. are assigned upon Trust to protect the purchased Premises, &c.

An Assignment of several Extents and Inquisitions thereon found by the King's Receiver General to the Creditors of one of the Cognizors, on the other Cognizor's paying the whole Money to keep them on Foot against the former Cognizor, he being absconded.

THIS Indenture Tripartite made, &c. **Between** *G. H.* of, &c. of the first Part, *Sir J. T.* of, &c. Knt. and *J. M.* of, &c. Merchant, of the second Part, and *A. B.* of, &c. of the third Part. **Whereas** by an Inquisition taken at *Guildhall, London*, the, &c. last past, by Virtue of his Majesty's Writ of Extent, dated the same Day, the said *J. M.* and one *W. N.* of, &c. are respectively found indebted to the said *G. H.* as his Majesty's Receiver General for the said County of *S.* for the Aid granted to his Majesty the ——— Years of his Reign, by an Act of Parliament, intituled, &c. in the Sum of 720*l.* for the like Sum received by the said *J. M.* and *W. N.* for the Use of the said *G. H.* and is found to be received by him the said *G. H.* for the Use of our Sovereign Lord the King out of the Aid aforesaid; and by the same Inquisition the said Sir *J. T.* is found indebted to *C. S.* of, &c. in Trust for the Use of the said *G. H.* as Receiver General aforesaid, in the several Sums of, &c. for the like Sums of Money received by the said *G. H.* for the Use of our Sovereign Lord the King: **And whereas** since the said Inquisition, the said several Sums thereby found are ordered to be seised into his Majesty's Hands, and an immediate Extent hath been awarded against the said *W. N.* and a Writ or Writs of *Scire facias* have been awarded against the said Sir *J. T.* and *J. M.* to shew Cause why his Majesty should not have Execution against them respectively for the Recovery of the Sums found against them; and they the said Sir *J. T.* and *J. M.* have appeared and pleaded thereto, as by the said Extents, Inquisitions and other Proceedings thereon, Relation, &c. **And whereas** there was no more due to the said *G. H.* than 720*l.* in the Whole, and the said Debt was contracted and became due upon Account of certain Bills of Exchange drawn by the said *W. N.* upon the said Sir *J. T.* and indorsed and negotiated by the said *J. M.* at the Request of the said *W. N.* for the proper Debt and Account of them the said Sir *J. T.* and *W. N.* and the said *W. N.* having absconded himself, &c. the said Sir *J. T.* before the Sealing and Delivery of these Presents hath paid to the said *G. H.* the said Sum of 720*l.* and also the Sum of ——— for the Costs and Charges in prosecuting the said Extent: **And whereas** it was and is agreed, that the said Extents, and the Benefit and Advantage thereof, should be assigned over unto the said *A. B.* for obtaining his Majesty's Aid thereupon, to be prosecuted and made Use of against the said *W. N.* for and towards Payment of such Debts as are due and owing by the said *W. N.* to the said *A. B.* &c. other Creditors, (which were contracted by the said *W. N.* in negotiating Bills of Exchange, remitting of Money, and in other Transactions lately carried on by him the said Sir *J. T.*) and his Estate, as shall be thought necessary, but upon this special Trust and Confidence, that no Execution, Extent, Attachment, *Levari facias*, or other Process whatsoever, shall at any Time hereafter, for and during the Space of 1000 Years from

Recital of an Inquisition taken on an Extent.

Extent awarded. *Scire facias* and Proceedings thereon.

What due in the whole to the Receiver General.

Sir *J. T.* paid the Money due on Extent.

Agreement to assign Extent to be made Use of against *W. N.*

Upon Trust that no Execution shall issue against Sir

J. T. and J. M. the Date hereof to be accounted, be sued out, prosecuted, awarded, executed, levied or made Use of against the said Sir *J. T.* and *J. M.* or either of them, their or either of their Heirs, Executors or Administrators, or his, their or either of their Goods and Chattels, Lands, Tenements or Hereditaments, or whereof or wherein they or either of them are now, ever were, or at any Time hereafter shall be seised, possessed, interested and intitled by any Ways or Means, Right or Title whatsoever: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 780*l.* of, &c. to him the said *G. H.* in Hand, &c. the Receipt, &c. he the said *G. H.* hath granted, bargained, sold, transferred, assigned and set over, and by, &c. **Doth** fully, &c. grant, &c. unto the said *A. B.* &c. their Executors, Administrators and Assigns, **The** said several Extents and Inquisitions, and all and every the Sum and Sums of Money thereon due or to become due, and all the Right, Title, Interest, Benefit of his Majesty's Aid, Profit, Advantage, Claim and Demand whatsoever of him the said *G. H.* of, in and unto the same, or any and every Part thereof; **To have**, hold, receive, perceive and enjoy the said several Extents, and all and every the Sum and Sums of Money thereon due or to become due, and every Part thereof, unto them the said *A. B.* &c. their Executors, Administrators and Assigns, as their own proper Right and Title for ever; **And** the said *G. H.* doth by these Presents nominate, &c. the said *A. B.* &c. as his true and lawful Attornies, in his Name, or in the Name of his Majesty or otherwise, as shall be judged necessary, to require, recover, ask and demand the said several Sums of Money in the said Inquisitions or Extents mentioned, of and from the said *W. N.* his Heirs, &c. and to sue forth and prosecute any Writ or Writs, Extents, Executions or other Process, or otherwise proceed upon the said Inquisitions or Extents against the said *W. N.* his, &c. or his or their Lands or Tenements, Goods or Chattels, and to discharge, release or vacate such Extents and Inquisitions, or any Proceedings thereon, as fully and effectually as he the said *G. H.* might or could do if these Presents had never been had or made; **And**, &c. that the said Extents and Inquisitions are now in full Force and Effect unvacated, unsatisfied and undischarged; and that the said *G. H.* his, &c. shall not, nor will at any Time hereafter receive or take all or any Part of the Monies due or to become due, upon or by Virtue of the said Inquisitions or Extents, or either of them, or vacate, annul, discharge, revoke, stop, supersede or make void the said Extents or Inquisitions, or any Proceedings that shall be had, made or taken thereupon, without the Consent of the said *A. B.* &c. their, &c. in Writing, &c. **And** that he the said *G. H.* his Executors and Administrators, shall and will from Time, &c. at the Request, &c. do, &c. for the further Ratifying and Confirming of these Presents, and for the Maintaining, Justifying and Supporting all lawful and regular Proceedings, that shall at any Time hereafter be had, made or taken upon the said Inquisitions and Extents, or either of them, by Virtue of these Presents. **Provided always**, and it is hereby covenanted, concluded and agreed by and between all, &c. and the true Intent, &c. and the said *A. B.* &c. for themselves, &c. do by, &c. covenant, &c. to and with the said Sir *J. T.* and *J. M.* jointly and severally, and to and with their joint and several Executors, &c. that no Extent, Execution, Attachment, or other Process upon the said Inquisitions or Extents, or either of them, shall at any Time hereafter, during the Space of 1000 Years from, &c. be sued, &c. (as in the Recital). **In Witness, &c.**

An Assignment by the Sheriff of a Term of Years, taken in Execution on a Fieri Facias.

THIS Indenture made, &c. **Between** *B. H.* Esq; Sheriff of the County Palatine of Lancaster, on the one Part, and *R. B.* of, &c. on the other Part, **witnesseth**, That **whereas** the said *R. B.* in the Court of Common Pleas at Lancaster before the King's Justices there, did heretofore obtain a Judgment against *T. S.* late of, &c. for a Debt of 400*l.* and 86*s.* and 6*d.* Damages, **Whereupon** a Writ of *Fieri Facias* was afterwards sued forth, directed to the Sheriff of the said County; **And** before the Return thereof, viz. the — Day of, &c. now last past, before the Date of these Presents, was delivered to the said *B. H.* then Sheriff as aforesaid, to be executed: **And whereas** the said *T. S.* at the Time of the Delivery of the said Writ to the said Sheriff, was and stood possessed of and intitled to one Messuage, &c. for a certain Term or Terms of Years yet in Being, at and under certain Rents, Boons and Services, by Virtue of one or more Demise or Demises thereof made, or certain mesne Assignments therefrom derived, or otherwise, which said Messuages and Tenements, the said Sheriff hath by Virtue of the said Writ taken in Execution and seised into his Hands: **Now this Indenture witnesseth**, that the said Sheriff, for and in Consideration of the Sum of — (so much as the Estates are appraised to) of lawful British Money to him by the said *R. B.* at or before the Execution hereof in Hand paid, in Part of and towards the Satisfaction and Discharge

charge of the said Debt and Damages, the Receipt whereof the said Sheriff doth hereby acknowledge, and for divers, &c. **Doth** granted, bargained, sold, assigned and set over, and **Doth** hereby, as much as in him is, and he lawfully may, grant, &c. to the said *R. B.* **All** and every the said Messuages, &c. with the Appurtenances; **And also all** the whole Estate, Right, Title, Term of Years, Interest, Claim and Demand whatsoever, which he the said *T. S.* or any other Person or Persons in Trust for him, had, have or hath, or might, could or ought to have therein or thereunto, which the said Sheriff can or may grant, assign or set over in any wise howsoever; **And** the said Sheriff doth hereby agree that the said *R. B.* and his Assigns, shall hold and enjoy the said Premises in as large and beneficial Manner to all Intents and Purposes, as he the said *T. S.* or his Assigns, or any other Person in Trust for him or them may, or in any wise ought to enjoy, and as he the said Sheriff is in any wise enabled, by Virtue of the said Writ of *Fieri Facias*, to grant, sell or dispose of the same. **And** the said *R. B.* doth hereby for himself, his Heirs, Executors and Administrators, covenant, grant, promise and agree, to and with the said Sheriff, his Executors and Administrators, that he the said *R. B.* his Executors, Administrators and Assigns, shall and will at all Times hereafter save and keep harmless and indemnified the said Sheriff and his Under-Sheriff, their and each of their Executors and Administrators, of and from all Actions, Suits, Bills, Complaints in Law or Equity, Troubles, Charges, Damages and Expences whatsoever that may fall out, arise or be against them, or any of them, for or by Reason of this present Sale, Assignment, or the said Seisures touching the Premises, or on any Account that may be demanded or required concerning the same. **In Witness, &c.**

Assignment of Lands extended (by an Elegit) on a Judgment for 500 l. Debt, (found on an Inquisition by the Sheriff, and Possession delivered) to a third Person, wherein the Heir of the Person against whom the Judgment was obtained, joined in Order to re-assign on Payment of the Money and other Sums lent him and secured on the other Lands, &c.

THIS Indenture Tripartite made, &c. **Between** *M. S. L.* of, &c. of the first Part. *T. T.* of, &c. of the second Part, and *W. T.* of, &c. and Heir of *A. R.* Widow, of the third Part. **Whereas** the said *M. S. L.* did heretofore, (that is to say) In *Hilary* Term, which was in, &c. obtain a Judgment in due Form of Law in his Majesty's Court of King's Bench at *Westminster* against the said *A. R.* Viscountess *B.* for 500 l. and 9 l. 12 s. Costs of Suit, as by said Judgment remaining on Record in the said Court may appear: **And** **whereas** by Virtue of the said Judgment a Process or Writ of Execution by way of *Elegit* was since awarded and directed to the Sheriff of the County of *B.* and by Force thereof, and an Inquisition thereon duly taken, the said Sheriff did find and certify, that the said *A. R.* *V. B.* on the Day the said Judgment was had and obtained against her as aforesaid, and at the Time of the taking the said Inquisition, was seised in Fee-simple of the Rectory Impropriate of *T.* with the Appurtenances in the said County of *B.* then or late in the Occupation of the said — of the clear yearly Value of 200 l. over and above all Reprises, and also of, &c. (here was inserted so much as amounts to Half of the Premises found in the Inquisition) all of the clear yearly Value of 160 l. a Moiety of the Lands and Tenements found in the said recited Inquisition, the Sheriff aforesaid did accordingly deliver to the said *M. S. L.* To hold to her the said *M. S. L.* and her Assigns as her Freehold, according to the Form of the Statute in that Case made and provided, until 500 l. Debt and her Costs and Damages should be fully levied, As by the said Judgment, *Elegit*, Inquisition and Return thereof remaining on Record in the said Court of King's Bench, Relation being thereunto respectively had, more fully and at large it doth and may appear: **Now this Indenture witnesseth**, that the said *M. S. L.* for and in Consideration of the Sum of 163 l. of, &c. to her in Hand well and truly paid by the said *T. T.* (by the Direction and Appointment of the said *W. T.*) at, &c. and in Consideration of the Sum of 1837 l. of like, &c. to the said *W. T.* in Hand also paid by the said *T. T.* the several and respective Receipts whereof are hereby respectively acknowledged, and for other good Causes and Considerations thereunto moving, **She** the said *M. S. L.* (by the Direction of the said *W. T.* testified, &c.) **Doth** granted, assigned, transferred and set over, and by these Presents **Doth**, &c. unto the said *T. T.* his Executors, Administrators and Assigns, **All** the said Rectory, Messuages, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, delivered to the said *M. S. L.* by the said Sheriff as aforesaid, and all her Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, of, in and to the same; and all her Right, Title and Interest, in and to the said Debt, Judgment, *Elegit* and Extent before recited, and all the Benefit thereof, and of and in the said Rectory, Messuages, Lands, Tenements, Hereditaments and Premises with the Appurtenances

Habendum. tenances so delivered as aforesaid, and every Part and Parcel thereof, and all Rents, Issues and Profits of the said Premises : **To have and to hold** the said, &c. with the Appurtenances unto the said T. T. his Executors, Administrators and Assigns ; **And this Indenture further witnesseth**, that the said W. T. for the Considerations aforesaid, **hath** granted, ratified and confirmed, and by these Presents **Doth**, &c. unto the said T. T. his Executors and Assigns, **The** said Rectory, &c. with the Appurtenances hereby assigned or mentioned to be assigned, **To hold** the same to the said T. T. his Executors, Administrators and Assigns ;

Covenants. **And** the said M. S. L. for herself, her Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said T. T. her Executors, Administrators and Assigns by these Presents, that she the said M. hath not assigned, released or discharged the said Judgment, *Elegit* or Execution, or done any Act, Matter or Thing, nor will do any Act, Matter or Thing to release, discharge or prejudice the said Debt, Judgment, *Elegit*, Execution, Extent, or the Interest of the said T. T. his Executors, Administrators or Assigns, in or to the same in any wise whatsoever ; but that the said T. T. his Executors, Administrators or Assigns, shall and may, notwithstanding any Act done or to be done by her, by all good and lawful Means he lawfully may or can, receive, perceive, take and enjoy all and singular the Premises hereby granted and assigned, or intended to be granted and assigned, and the Rents, Issues and Profits as aforesaid ; **And** the said W. T. for himself, his Heirs, Executors and Administrators, doth, &c. to and with the said M. S. L. her, &c. by these Presents, that he the said W. T. his, &c. shall and will from Time to Time, and at all Times hereafter, save, defend, keep harmless and indemnified the said M. S. L. her Heirs, Executors and Administrators, and every of them, of, from and against all Troubles, Charges, Damages and Expences whatsoever that shall in any wise happen to her or them, or grow, arise or accrue by Consent, Means or Occasion of any Reservation in the Name or Names of her the said M. S. L. her Heirs, Executors or Administrators, by Virtue or Means of this present Assignment, or any Thing herein contained, or by Reason or Means of any Writ or Writs, Bill or Bills, Suit or Suits in any Court of Law or Equity, or by any Action or Process against the said M. S. L. her Heirs, Executors or Administrators, or any or either of them, touching or concerning the Premises hereby assigned, every or any Part thereof ; Breach of Covenant herein contained, and on the Part of the said M. S. L. to be performed, only foreprised and excepted.

W. T. releases the Assignor from Actions, &c. **And** the said W. T. for himself, his Heirs, Executors and Administrators, doth hereby release and discharge the said M. S. L. her Executors, Administrators and Assigns, from all Actions, Suits, Prosecutions and Demands whatsoever, for or by Reason of any and every the Rents, Issues and Profits by her had or received by Reason or Virtue of the above mentioned Judgment, or the Execution or Extent thereupon had ; **And** it is hereby declared and agreed, by and between the said W. T. and T. T. by these Presents, that the said Judgment and Extent is so as aforesaid to the said T. T. assigned to protect and defend all and every the Lands, Tenements and Hereditaments so as aforesaid mentioned to be extended, and every Part of them, of and from all Incumbrances whatsoever ; and that they shall be kept on Foot for that Purpose, until the said Sum of 2000*l.* being the Consideration Money of these Presents, and advanced and lent by the said T. T. to the said W. T. shall, with legal Interest from the Day before the Day of the Date of these Presents, be repaid to the said T. T. his Executors, Administrators or Assigns, by the said W. T. his Heirs, Executors, Administrators or Assigns, and afterwards to be assigned by the said T. T. his Executors, Administrators or Assigns, as the said W. T. his Heirs and Assigns shall direct and appoint. **In Witness, &c.**

Declaration that the Assignment is to protect Lands from Incumbrances till the Consideration Money and Interest be paid, afterwards to be assigned.

An Assignment of Leasehold Premises taken in Execution on an Elegit in Part of Satisfaction of a Judgment, and of the Residue of the Money due thereon, and of the Benefit of the Judgment, &c.

Recital. **THIS Indenture made, &c. Between J. W. of, &c. of the one Part, and T. T. of, &c. of the other Part.** **Whereas** the said J. W. did, in or as of Trinity Term last, obtain Judgment in his present Majesty's Court of King's Bench at *Westminster*, against J. H. late of, &c. by the Name of, &c. for a Debt of 200*l.* and 63*s.* Costs of Suit, which said Judgment still stands in full Force not annulled or made void, as by the Records of the said Court, Reference being thereunto had, may appear : **And whereas** the said Judgment was by Agreement between the said J. W. and J. H. to be only as a Security for the Payment of the Sum of 109*l.* 3*s.* 4*d.* and Interest : **And whereas** the said J. H. is dead (as is supposed) Intestate, and soon after his Death (no Administration of his Effects being granted to any Person or Persons whatsoever) the said J. W. sued out of the said Court a Writ of *Elegit* on the said Judgment, directed to the then Sheriff of *Middlesex*, and by Virtue of which Writ the said Sheriff, on the 30th Day of September last, took an Inquisition, and thereon it was found

*Judgment for 200*l.* and 63*s.* Costs.*

*As Security for Payment of 109*l.* 3*s.* 4*d.* and Interest.*

Debtor Dead.

No Administration.

Elegit.

found that the said *J. H.* on the 7th Day of *June* last, on which Day the said Writ issued, and afterwards until the Time of his Death was possessed of and intitled unto the Remainder of a certain Term of 21 Years then to come and unexpired, and in all that Messuage, &c. during the Remainder of a Term of 21 Years, &c. together with the Use of, &c. during the Remainder of the said Term of 21 Years, which at any Time since the Commencement thereof had been fixed and made to, and were at the Time of the said Inquisition Part of the said Premises; *Subject nevertheless* to the Payment of divers Sums of Money for which the same is mortgaged; the Interest thereof and the Arrears of Rent due for the same, amounting together to the Sum of 644*l.* and upwards, were in and by the said Inquisition valued or appraised at the Sum of 35*l.* **Now this Indenture witnesseth**, that the said *J. W.* for and in Consideration of the Sum of 120*l.* of, &c. to him in Hand paid by the said *T. T.* the Receipt, &c. hath bargained, &c. and by, &c. doth bargain, &c. unto the said *T. T.* his, &c. The said Messuage or Tenement and Premises with the Appurtenances (*Subject as aforesaid*) for the now Remainder of the said Term, and all the Estate, Right, Title, Interest, Property, Claim and Demand of him the said *J. W.* in and to the same, and in and to the said Judgment, Writ of *Elegit* and Inquisition thereon taken, and all Benefit, Sum and Sums of Money, Profit and Advantage whatsoever which has been had or obtained, or which may be hereafter had or obtained by Reason or Means of the said Judgment, *Elegit* and Inquisition, or any Action, Execution, *Elegit* or Extent thereupon to be had, sued, taken and obtained, and all Lands and Tenements or other Things, which by Virtue of any *Elegit*, Execution or other Process, may be at any Time hereafter to be had, taken or extended thereon; And the said *J. W.* doth hereby authorize, &c. the said *T. T.* his, &c. his the said *J. W.*'s true and lawful Attorney, &c. to ask, demand, sue for, recover and receive of and from the Heirs, Executors or Administrators of the said *J. H.* or of or from any other Person or Persons whom it may concern, the whole Sum which now remains due on the said Judgment and unsatisfied by the said *Elegit* and Inquisition, or which shall or may become due and payable thereupon, and for such End and Purpose to prosecute, or cause to be prosecuted with Effect such *Elegit* or *Elegits*, Execution or Executions as he or they shall think fit or be advised, and upon Payment thereof to acknowledge Satisfaction upon the Record of the said Judgment, or one or more Acquittances or other sufficient Discharges for him the said *J. W.* and in his Name to give and execute for the same, Ratifying and Confirming whatsoever the said Attorney or Attornies shall lawfully do or cause to be done in and about the Premises, in as full and ample Manner to all Intents and Purposes, as he the said *J. W.* could do if personally present; And the said *J. W.* doth for himself, his, &c. hereby covenant, &c. to and with the said *T. T.* his, &c. that he the said *J. W.* hath not released or otherwise discharged, nor will at any Time hereafter release or otherwise discharge the said Judgment, or the Money now remaining due or to become due thereon, or any Part thereof, without the Direction or Appointment of the said *T. T.* his, &c. first had and obtained in Writing, or the Order or Direction of some Court of Law or in Equity, but shall and will at any Time hereafter, at the Request, Costs and Charges of the said *T. T.* his Executors, Administrators or Assigns, do and execute any further and other needful and reasonable Act, Deed or Assignment, the better to enable him or them to receive the Money now due or hereafter to become due and payable on the said Judgment; And lastly the said *T. T.* for himself, his, &c. doth hereby covenant, &c. to and with the said *J. W.* his, &c. that he the said *T. T.* his, &c. shall and will from Time to Time and at all Times hereafter, well and sufficiently save harmless and keep indemnified the said *J. W.* his Executors and Administrators, of and from all Damages, Costs and Charges he or they may sustain or be put unto, for or by Reason or Means of any future Proceedings to be had or taken by the said *T. T.* his, &c. upon or by Virtue of the said Judgment. **In Witness, &c.**

An Assignment of Lands extended on a Statute, and delivered by Writ of Liberate to the Assignor, Habendum for the whole Term of the Assignor.

—(a) **Whereas** *J. W.* on the — Day of, &c. by one Writing obligatory, bearing Recital of the Date the same Day, &c. acknowledged and sealed before, &c. according to the Statute provided for Recovery of Debts, did acknowledge himself to owe and bind himself to pay to the said *T. A.* the Sum of, &c. ar, &c. in the Payment of which said Sum the said *J.* has hitherto made Default; By Reason whereof the said *T. A.* has sued out Execution upon the said Writing obligatory, and thereupon in due Form of Law has extended certain Houses, &c. Lands extended.

(a) See Tit. Recitals.

in, &c. of the yearly Value of, &c. whereof the said *J.* after the Making and Sealing of the said Writing obligatory, was seised in his Demesne as of Fee; *All* which said Houses, &c. by Virtue of the King's Majesty's Writ of *Liberate*, bearing Test, &c. were delivered in Execution for the said Debt to the said *T. H.* on the — Day of, &c. *To hold* to him and his Assigns as his Freehold, until the same Debt with his Costs and Damages in that Behalf sustained, should be fully satisfied, *As* by the Writ of the said Extent and Writ of *Liberate* aforesaid, and by the Return of the same Writs remaining of Record in the High Court of Chancery, more at large will appear: **Now, &c.** *All* the Interest, Right, Estate, Title and Term whatsoever, which the said *T. H.* hath or ought to have in or to the said Houses, &c. mentioned in the said Writ of *Liberate*, with all and singular her Appurtenances, (*Except* only one Parcel thereof extended, at the yearly Value of, &c. only, *viz.* The Tenements in, &c.) **And all** and singular Writings, Muniments and Specialties concerning the said Term, Estate and Interest, which the said *T. H.* hath in the Premises; **As also** all the Rents, Issues and Profits arising, &c. out of all the said Houses, &c. mentioned in the said Writ of *Liberate* (except, &c.) since the — Day of, &c. until the Time of the Sealing and Delivery of these Presents; **To have and to hold** all the said Houses, &c. and all other the Premises with their Appurtenances, and all the Estate and Interest of the said *T. H.* of and in the same, (except, &c.) to, &c. for and during all such Estate, Term and Interest, as the said *T.* by Force or Virtue of the said Writs of Extent and *Liberate*, and Execution of the same, and Returns thereof, or otherwise hath, or may or ought to have, in the above bargained and assigned Premises now to come. **And, &c.** (*Covenant that the Premises are and shall stand free from Incumbrances, &c.*) **In Witness, &c.**

XXI. Of Judgments and Decrees.

Of a Judgment by Deed Poll.

T*D* all, &c. I *F. J.* of — send Greeting. **Whereas** there is a Judgment for — *l.* on Record, in the Court of — at *Westminster*, against *R. C.* of — at the Suit of me the said *F. J.* as by the Records of the said Court remaining in the Treasury of the said Court at *Westminster* doth at large appear; upon which Judgment Execution hath been lately sued forth: **Now know ye,** That I the said *F. J.* for divers good Causes and Considerations me hereunto moving, have granted, transferred, assigned and set over, and by these Presents do clearly and absolutely grant, transfer, assign and set over unto *J. F.* of — his Executors, Administrators and Assigns, as well the said Judgment for the — aforesaid, as also all Benefit, Profit, Sum and Sums, and Advantage whatsoever, that now is, or hereafter shall or may be obtained by Reason or Means of the same, or of any Execution thereupon now had or to be had, sued, executed or obtained, and all the Estate, Right, Title, Interest and Demand whatsoever, which I the said *F. J.* have or ought to have or claim of, in or to the said Judgment, or any Sum of Money, Lands or Tenements, which by Virtue thereof, or of any Process or Execution thereupon sued or to be sued, is or which shall be recovered, obtained or gotten. **And further,** I the said *F. J.* do by these Presents make, ordain, constitute, authorize and appoint the said *J. F.* to be my true and lawful Attorney, for me and in my Name to sue and prosecute the Execution upon the said Judgment, and upon Composition or Agreement made concerning the Premises, to acknowledge Satisfaction, or to make and do any other Release or Discharge for the same; and all and every other Act and Acts, Thing or Things whatsoever, as shall be requisite in and about the Premises, I covenant, promise and agree to allow, establish and confirm by these Presents. **And** I the said *F. J.* for myself, my Executors and Administrators, do covenant, promise and agree, to and with the said *J. F.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, that is to say, That I the said *F. J.* have never made or executed any Release or other Discharge of the said Judgment, or of any Execution which hath been or shall be thereupon sued or executed; neither will nor shall I the said *F. J.* my Executors or Administrators, at any Time hereafter make, commit, or do any Release, Act or Thing whatsoever, whereby the said Judgment, or any Execution which hath been thereupon sued or executed, or which shall be thereupon sued or executed at any Time hereafter by the said *J. F.* or his Assigns, shall be in any manner or wise hurt, hindered, disabled, debarred or extinguished without the Consent of the said *J. F.* his Executors, Administrators or Assigns, thereunto first had in Writing; **And further,** That I the said *F. J.* my Executors and Administrators, shall and will, at all Times hereafter, on Request made, and at the Costs and Charges of the said *J. F.* his, &c. maintain, justify, allow and confirm all such lawful Actions, Suits, Processes, Executions and Proceedings whatsoever, as have been or hereafter shall be brought, sued forth

forth or prosecuted against the said R. C. his Heirs, Executors, Administrators or Assigns, his their or any of their Tenements, Lands and Goods, upon or by Reason of the said Judgment. And, &c. (Add a Covenant for peaceable Enjoyment. Vide Tit. Covenants.) In Witness, &c.

Assignment of a Judgment after a Verdict.

THIS Indenture, made, &c. Between A. of the one Part, and B. of the other Part. Whereas upon a Trial had on the first Day of this Instant June in the Court of Common Pleas at Westminster-Hall, before Sir J. W. Knt. Lord Chief Justice of his Majesty's Court of Common Pleas, between the said A. Plaintiff, and C. and D. of, &c. Defendants, in a Plea of Trespass upon the Case, the said Plaintiff A. obtained a Verdict against the said C. and D. for 148 l. 5 s. Damages over and above the Costs and Charges of Suit, which Costs and Charges have been since taxed at the Sum of 19 l. 15 s. and on the 9th Day of this Instant June Judgment was signed on the Poſtea by Mr. Prothonotary Berrett for 167 l. 10 s. as by the said Record and Poſtea of the said Judgment, now in the Hands of the said B. (Relation being thereunto had) may more at large appear: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 167 l. 10 s. of, &c. to the said A. in Hand well and truly paid by the said B. at or before, &c. the Receipt, &c. **He** the said A. hath assigned, transferred and made over, and by these Presents doth assign, &c. unto the said B. The said Judgment, and the full and whole Benefit thereof, and all Interest, Costs, Sum or Sums of Money now due or recoverable, or at any Time hereafter to become due or recoverable by Virtue thereof; **To have and to hold** the said Judgment, together with the Principal, Interest and Costs secured thereby, unto the said B. his Executors, Administrators and Assigns, from henceforth, to and for his and their own proper Use and Benefit for ever. (Letter of Attorney) — The said A. hereby giving and granting unto the said B. his full and whole Power and Authority in the Premises, (and declaring) that he will ratify and confirm, and hold for ratified and confirmed all and whatsoever the said B. shall lawfully do or cause to be done in the Premises. And the said A. for himself, &c. (The usual Covenants). In Witness, &c.

An Assignment of a Judgment by Indenture in Satisfaction of Part of Mortgage Money, subject to the Proviso in the Mortgage.

THIS Indenture Tripartite, made, &c. Between Sir C. B. of, &c. Bart. of the first, W. W. of Lincoln's Inn in the County of Middlesex, Gent. of the second Part, and the Honourable M. G. of, &c. the Honourable D. G. of, &c. and J. C. of, &c. [All by same Additions as in Mortgage Deed] of the third Part. Whereas the said W. W. did in or about T. Term in the Year, &c. recover one Judgment in his present Majesty's Court of K. B. at Westminster, against the said Sir C. B. for the Sum of 2000 l. Debt upon Bond, besides Costs of Suit, as by the Records of the said Judgment, (Relation being thereunto had) may more fully and at large appear: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 1050 l. of, &c. to the said W. W. in Hand well and truly paid by the said M. G. D. G. and J. C. at, &c. (by the Direction and Appointment of the said Sir C. B. testified, &c.) being Part of the Sum or Consideration Money of 6000 l. mentioned in an Indenture bearing Date the 13th Day of March last past, made or mentioned to be made between the said Sir C. B. and Dame A. his Wife of the one Part, and the said M. G. D. G. and J. C. of the other Part, the Receipt and Payment of which said Sum of 1050 l. the said W. W. doth hereby acknowledge, and thereof, &c. **He** the said W. W. (by the Direction and Appointment of the said Sir C. B. testified as aforesaid) hath assigned and set over, and by these Presents doth assign and set over unto the said M. G. D. G. and J. C. their Executors, Administrators and Assigns, the said Judgment herein before in Part recited or mentioned, and all Sum and Sums of Money thereon due or payable, and all Benefit and Advantage whatsoever to be had or taken upon or by Reason of the said Judgment, or any Execution had or taken, or to be had or taken out thereupon; **To hold** unto the said M. G. D. G. and J. C. their Executors, Administrators and Assigns for ever; **Subject nevertheless** to and under the Proviso of Redemption upon Payment of the said Principal Sum of 6000 l. mentioned and contained in the said Indenture bearing Date, &c. And the said W. W. doth by these Presents make, ordain, constitute, authorize and appoint the said M. G. D. G. and J. C. and the Survivors and Survivor of them, his true and lawful Attorney and Attornies irrevocable, in his Name, Place and Stead, to sue and prosecute upon the said Judgment, and to procure any farther Judgment or Judgments, Execution or Executions, against the said Sir C. B. his

Recital of the Judgment.

Consideration.

Part of the 6000 l. lent on the Mortgage.

Assignment.

Habendum.

Subject to the Proviso in Mortgage, &c.

Letter of Attorney, &c.

Covenant
from Mr. W.
&c. Assignor,
&c. viz
To justify,
&c.

Not to revoke
Letter of At-
torney, &c.
Not to release
or enter Satis-
faction on said
Judgment
without Con-
sent, &c.

Covenant
from Assignees
to indemnify
Assignor, &c.

Heirs, Executors or Administrators, for the said Monies secured by the said Judgment; and upon Satisfaction given to acknowledge Satisfaction upon the Record of the said Judgment, or to make and do any other Release and Discharge for the same; and farther to do all and every other Act and Acts, Thing and Things whatsoever, which shall be requisite and needful to be done in or about the Premises, so fully as if the said *W. W.* might or could do the same, being personally present at the doing thereof. And the said *W. W.* for himself, his Executors and Administrators, and every of them, doth covenant with the said *M. G. D. G.* and *J. C.* their Executors and Administrators, that he the said *W. W.* his Executors and Administrators, and every of them, shall and will justify, allow, ratify and confirm all and whatsoever the said *M. G. D. G.* and *J. C.* or the Survivors or Survivor of them, or the Executors or Administrators of the Survivor of them, shall lawfully do or cause to be done in or about the Premises, at his, her and their Costs and Charges; And that neither he the said *W. W.* his Executors nor Administrators, nor any of them, will revoke or make void this Letter of Attorney, nor any Authority hereby given to the said *M. G. D. G.* and *J. C.* their Executors or Administrators; nor shall hereafter release the said Judgment, nor enter Satisfaction upon the same, without the Consent in Writing first had of the said *M. G. D. G.* and *J. C.* or of the Survivors or Survivor of them, or of their Assigns, or of the Executors, Administrators or Assigns of the Survivor of them. And the said *M. G. D. G.* and *J. C.* for themselves jointly and severally, and for their several Heirs, Executors and Administrators, do covenant with the said *W. W.* his Heirs, Executors and Administrators, by these Presents, that they the said *M. G. D. G.* and *J. C.* their Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, save and keep harmless and indemnified the said *W. W.* his Executors and Administrators, of, for, from and concerning all Costs and Charges whatsoever which shall or may any way become payable by or be recovered against the said *W. W.* his Executors or Administrators, by Means or Occasion of any Action or Actions, Suit or Suits to be brought or prosecuted in the Name of the said *W. W.* his Executors or Administrators, by Virtue of any Power or Authority hereby given unto the said *M. G. D. G.* and *J. C.* their Executors or Administrators. In Witness, &c.

An Assignment of a Judgment by Confession on a Warrant of Attorney, (which was given for securing an Annuity payable on a Bond) in Trust as a Collateral Security for the Repayment of Mortgage Money, by the Judgment-Creditor, (at the Request of the Debtor) in Consideration of his being paid Money by the Cestuy que Trust, in full Satisfaction of the Bond and Judgment, which Money is in Part of Money lent the said Judgment-Debtor on a Mortgage by the Cestuy que Trust; with a Proviso to re-assign on Payment of the Mortgage Money.

Recitals,
1. Of a Bond
of Annuity
from Sir O. B.
to A. D.

2. Of a War-
rant of At-
torney to con-
fess Judgment
thereon.

3. Judgment
entred.

4. Of what is
now due.

5. Of a Mort-
gage from Sir
O. B. and his
eldest Son to
W. G.

THIS Indenture Tripartite, made, &c. **Between** *A. D.* of the first Part, Sir *O. B.* of, &c. Bart. of the second Part, and *W. G.* of, &c. Esq; and *J. R.* of, &c. Esq; (a Trustee nominated and appointed by the said *W. G.* for the Intent and Purpose herein after mentioned) of the third Part. **Whereas** the said Sir *O. B.* by his Bond or Obligation bearing Date on or about, &c. became and stood bound unto the said *A. D.* in the penal Sum of ——— *l.* with Condition thereunder written, that if the said Sir *O. B.* should well and truly pay unto the said *A. D.* his, &c. one Annuity or yearly Rent of ——— *l.* during the joint Lives of him the said Sir *O. B.* and him the said *A. D.* payable Quarterly, clear of all Taxes and Deductions whatsoever, in such Manner as therein mentioned: **And whereas** for the better securing Payment of the said Annuity unto the said *A. D.* he the said Sir *O. B.* by his Warrant of Attorney bearing even Date with the said Bond, did authorize and empower the Attornies therein named to enter up Judgment upon the said Bond for the said Sum of ——— by Virtue of which said Warrant of Attorney Judgment was entred up in his Majesty's Court of *K. B.* accordingly, as in and by the said Bond, and the said Judgment now remaining of Record in the said Court, Relation, &c. respectively, &c. **And whereas** there is now justly due and owing from the said Sir *O. B.* to the said *A. D.* for the Arrears of the above mentioned Annuity so secured to him by Virtue of the said recited Bond and Judgment, and for Costs and Charges touching the same, in the whole the Sum of ——— *l.* **And whereas** by Indentures of Lease and Release, the Lease bearing Date the Day next before the Date hereof, and the Release bearing even Date herewith, and both executed immediately before these Presents, and made or mentioned to be made between the said Sir *O. B.* and *F. B.* Esq; (eldest Son of the said Sir *O. B.* begotten on the Body of Dame *S.* his Wife) of the one Part, and the said *W. G.* of, &c. of the other Part, *They* the said Sir *O. B.* and *F. B.* (in Consideration of the Sum of 13000*l.* in the said Indenture of Release mentioned to be to them, or one of them,

them, or by their or one of their Direction paid by the said *W. G.*) Have granted and released unto and to the Use of the said *W. G.* his Heirs and Assigns for ever, *All* that the Manor, &c. *Subject nevertheless* to a Proviso in the said Indenture of Release contained for making void thereof on Payment of the said Sum of 13000 *l.* and the Interest thereof, by them the said Sir *O. B.* and *F. B.* their, &c. unto the said *W. G.* his, &c. at the Place, on the several Days and in Manner as in the same Indenture is mentioned and expressed; as in and by the said in Part recited Indentures of Lease and Release, Relation, &c. **And whereas,** previous to and before the executing of the said recited Indenture of Release, and as and for a Collateral or further Security for Payment of the said Principal Sum of 13000 *l.* and Interest unto the said *W. G.* *It was agreed,* that the said recited Judgment, and all Monies secured thereby, should be assigned unto the said *J. R.* *In Trust* for the said *W. G.* in such Manner and *Subject* as herein after is in that Behalf mentioned and expressed: **Now this Indenture witnesseth,** that in Pursuance and Performance of the said recited Agreement, and for and in Consideration of the said Sum of — *l.* of, &c. (being Part of the said Sum of 13000 *l.* in the said recited Indenture of Release mentioned to be paid by the said *W. G.* to the said Sir *O. B.* and *F. B.* by their Direction) to the said *A. D.* (at the Request and by the Direction and Appointment of the said Sir *O. B.* testified, &c.) in Hand, &c. at, &c. in full Satisfaction and Discharge as well of all Monies by him the said *A. D.* paid to the said Sir *O. B.* for the Purchase of the aforesaid Annuity, as also for all Arrears of the said Annuity so secured to him the said *A. D.* by Virtue of the said recited Bond and Judgment, and of all other Monies whatsoever now secured to him by Virtue thereof, the Receipt of which said Sum of — *l.* he the said *A. D.* doth hereby acknowledge, and thereof, &c. doth acquit, &c. the said *W. G.* his, &c. by these Presents; and also for and in Consideration of the Sum of 10 *s.* of like lawful Money to the said *A. D.* in Hand paid by the said *J. R.* at or before the executing hereof, the Receipt whereof is by him hereby acknowledged, he the said *A. D.* at the Request and by the Direction of the said Sir *O. B.* and at the Nomination and Appointment of the said *W. G.* testified by his being a Party to and executing of these Presents, **Doth** bargained, sold, assigned, transferred and set over, and by these Presents **Doth** bargain, &c. to the said *J. R.* **As well** the said recited Judgment, and all Sum and Sums of Money therein mentioned and thereby secured, and all Benefit and Advantage whatsoever to be had, made, taken or obtained, upon or by Virtue thereof, or of any Process, Extent, or other Execution or Executions whatsoever to be thereupon had, sued out and executed; **As also** all Arrears of the said Annuity secured by Virtue of the said recited Bond and Judgment, which are now due and owing to him the said *A. D.* **To have,** hold, receive, take and enjoy the said hereby assigned Judgment, Monies, Extents, and all and singular the herein before mentioned and intended to be hereby assigned Premises, unto and to the Use of the said *A. D.* his Executors, Administrators and Assigns, as and for his and their own proper Monies for evermore, **Together** with full and absolute Power for him the said *J. R.* his Executors, Administrators and Assigns, in the Name of him the said *A. D.* to sue out and prosecute, or cause to be sued out and prosecuted, any Writ or Writs of Execution upon the said Judgment against him the said Sir *O. B.* and *F. B.* their Heirs, Executors and Administrators, and their and every of their Goods and Chattels, Lands and Tenements, for recovering and receiving of all and every the Sum and Sums of Money thereby secured, and also to release and discharge the same, and that in as full, large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as he the said *A. D.* his, &c. or any or either of them, could or might have had, received or enjoyed the same, in Case these Presents had not been made; **In Trust nevertheless** for the said *W. G.* his Executors, Administrators and Assigns, for the further and better securing Payment of the said Sum of 13000 *l.* so by him lent and paid as aforesaid, together with the Interest thereof, according to the true Intent and Meaning of the said recited Indenture of Release; **Subject nevertheless** to the Proviso herein after contained. **And** the said *A. D.* for himself, his Heirs, Executors and Administrators, doth hereby covenant to and with the said *J. R.* his Executors, Administrators and Assigns, in Manner as follows, that is to say, That the said Sum of — *l.* so paid to him the said *A. D.* by the said *W. G.* as aforesaid, * is now justly due and owing from him the said Sir *O. B.* to him the said *A. D.* and that no Part thereof hath been at any Time paid or received; **And** that he the said *A. D.* hath not at any Time heretofore assigned, released or discharged the said Judgment, or any Sum of Money therein mentioned, or thereon due or to be due or payable, or any Part thereof; **And that** the said *A. D.* his Executors or Administrators, shall not nor will at any Time or Times hereafter assign, release or discharge the said Judgment and Monies thereby secured or any Part thereof, or any Execution or Process to be taken by Virtue thereof, without the Consent of the said *J. R.*

6. Of Agreement

previous to the Mortgage that said Judgment should be assigned as a Collateral Security.

Consideration.

Assignment of the Judgment,

and Arrears of the Annuity.

Mortgage for ever,

together with Power to sue, &c.

In Trust for *W. G.* for the further securing the Payment of the Mortgage Money, subject *ut possit*.

The Assignor covenants that the Money so paid to him is due.

That he has not discharged the Judgment, nor will he discharge it, &c.

* This is unnecessary, if Sir *O. B.* admits it.

his

Proviso that the Mortgage Money is paid pursuant to the Mortgage Deed, the Judgment shall be re-assigned,

at the Re-assignor's Place of Abode. Agreement that no Execution shall be taken out upon the Judgment till Default in Payment of Mortgage Money.

his Executors, Administrators and Assigns, first had and obtained in Writing for that Purpose **Provided always**, and it is hereby agreed and declared by and between all and every the Parties to these Presents, that if they the said Sir O. B. and F. B. their Heirs and Assigns, shall and do well and truly pay or cause to be paid unto him the said W. G. his Executors, Administrators and Assigns, the said Sum of 13000 l. and the Interest thereof, at the Place on the several Days, and in the Manner as the same, in and by the Proviso in the said recited Indenture of Release contained, is mentioned and appointed for Payment thereof, according to the true Intent and Meaning of the said Indenture, that then the said W. G. his Executors, Administrators and Assigns, (at the Request and Charge of the said Sir O. B. and F. B. their Heirs and Assigns) shall and will re-assign the said hereby assigned Judgment, and all and every Sum and Sums of Money thereby secured unto the said Sir O. B. and F. B. their Heirs, Executors or Assigns, or to such other Person or Persons as he or they shall direct or appoint. **Provided**, and so as no Person for the doing thereof, be obliged or compelled to go from his her or their then Place of Habitation or Abode. **And lastly**, it is hereby agreed and declared by and between all and every the said Parties to these Presents, that no Writ of Execution, Process or any other Advantage whatsoever, shall be had or taken against the said Sir O. B. and F. B. their Heirs, Executors or Administrators, or against his, their or any of their Goods or Chattels, Lands, Tenements and Hereditaments, upon the said hereby assigned Judgment, until Default shall be made in Payment of the said Sum of 13000 l. and Interest, on some Part thereof, contrary to the true Intent and Meaning of the said Proviso in the said recited Indenture of Release contained. **In Witness, &c.**

An Assignment of a Judgment in a Suit in the Exchequer on a common Bond for Payment of Money, by surviving Executors, on the like Triffs, and for the same Purposes, as in the last Precedent.

Recital of a Bond to Sir F. D.

Sir F. D.'s Death. Will.

His Executors who sue on the Bond and get Judgment.

Consideration.

THIS Indenture Tripartite, made, &c. **Between** the Right Honourable J. Earl of W. (late the Honourable J. F. Esq;) the Honourable and the Reverend J. K. Doctor in Divinity, surviving Executors of the last Will and Testament of Sir F. D. late of, &c. Barr. deceased, of the first Part, Sir O. B. of, &c. of the second Part, and W. G. of, &c. and J. R. of, &c. a Trustee nominated and appointed by the said W. G. for the Intent and Purpose herein after mentioned, of the third Part. **Whereas** the said Sir O. B. by his Bond or Obligation bearing Date, &c. became and stood bound to the said Sir F. D. in the penal Sum of 12000 l. with Condition thereunder written, that if the said Sir O. B. should well and truly pay unto the said Sir F. D. his Executors, Administrators or Assigns, the Sum of 6000 l. in such Manner as therein mentioned, then the said Obligation to be void, &c. **And whereas** the said Sir F. D. sometime since departed this Life, having first made and published his last Will and Testament in Writing, and thereof constituted and appointed the Honourable * the Lady E. D. his Wife (since deceased) the said J. E. of W. (then the Honourable J. F.) the said D. W. and the said J. K. Executors thereof: **And whereas** the said Lady E. D. J. E. of W. D. W. and J. K. by Virtue of, and as Executors of the Will of the said Sir F. D. became legally intitled to the said Principal and Interest Money due on the said recited Bond, *Did in T. Term in the — Year of his Majesty's Reign, recover and obtain a Judgment against the said Sir O. B. in his Majesty's Court of Exchequer at Westminster upon the said Bond, for the said Sum of 12000 l. Debt, besides Costs of Suit, as by the Record of the said Judgment remaining in the said Court appears: And whereas by Indenture, &c. (Recital of a Mortgage from Sir O. B. and his Son to W. G. for 10,000 l. and of an Agreement, previous to the Mortgage, as in the last Precedent): Now this Indenture witnesseth*, that in Pursuance and Performance of the said recited Agreement, and for and in Consideration of the said Sum of 1427 l. 18 s. 8 d. of, &c. in Hand paid to them the said (several Executors) being Part of the said Sum of 10000 l. in the said Indenture of Release mentioned to be paid by the said W. G. at the Request and by the Direction of the said Sir O. B. and H. B. to the said (three Executors) or one of them, at the Request and by the Direction of the said Sir O. B. testified, &c. in Hand well and truly paid by the said W. G. at or before the Sealing and Delivering of these Presents, in full Satisfaction and Discharge of all Monies whatsoever, secured by Virtue of the said recited Judgment, and now due and owing to them the said (three Executors) as surviving Executors of the said Sir F. D. as aforesaid, the Receipt of which said Sum of 1427 l. 18 s. 8 d. they the said (three Executors) do hereby respectively acknowledge, and thereof and of and from every Part and Parcel thereof, do and each of them doth

* An Earl's Daughter.

acquit, exonerate and for ever discharge the said *W. G.* his Executors, Administrators and Assigns by these Presents; and also for and in Consideration of the Sum of 10*s.* of like lawful Money to the said (*three Executors*) in Hand paid by the said *J. R.* at, &c. the Receipt, &c. they the said (*three Executors*) at the Request and by the Direction of the said Sir *O. B.* and at the Nomination and Appointment of the said *W. G.* respectively testified as aforesaid, **Have** and each and every of them **Doth** assigned, transferred and set over, and by these Presents **Do**, &c. unto the said *J. R.* **The** said recited Judgment and all Sum and Sums of Money therein mentioned and thereby secured, and all Benefit and Advantage whatsoever to be had, made, taken or obtained, upon or by Virtue thereof, or of any Process, Extent or other Execution or Executions whatsoever, to be thereupon had, sued out and executed; **To have**, &c. (*Habendum, with Power to sue, &c. in Trust, &c. as in the last Precedent*): **And** the said (*three Executors*) each separately and apart, for himself and for his respective Executors and Administrators, and his own Acts only, and not jointly, or for the Acts of another, do severally covenant, promise and agree to and with the said *J. R.* his Executors, Administrators and Assigns, by these Presents, in Manner as follows, *viz.* &c. (*Have not, nor will release, and the like Proviso and Agreement as in the last Precedent*). **And lastly**, the said *W. G.* for himself, his Executors and Administrators, doth hereby covenant, promise and agree to and with the said Indemnity of the Executors, (*three Executors*) that he the said *W. G.* his Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, save, defend, keep harmless and indemnified the said (*three Executors*) and each and every of them, and each and every of their Heirs, Executors and Administrators, and their and every of their Lands, Tenements, Goods and Chattels, of, from and against all Costs, Charges, Expences and Damages whatsoever, which shall or may at any Time hereafter happen or accrue, to or against them or any or either of them, or any or either of their Lands, Tenements, Goods or Chattels, for or by Reason of any Writ, Process, Proceeding or Prosecution, which shall or may be had or taken upon the said herein assigned Judgment, for the recovering or receiving the said 10000*l.* and Interest, or any Part thereof, in the Names of them the said (*three Executors*) any or either of them. **In Witness**, &c. (a)

Another Assignment of a Judgment, as a further Security on a Transfer of a Mortgage in Fee, and an Assignment of a Bond and a Judgment in Ejectment, and other Debts, &c. to a Trustee, in Trust for a Feme Covert.

THIS Indenture Quinquepartite, made, &c. **Between** *W. G.* of, &c. of the first Part, *J. M.* of, &c. of the second Part, *P. G.* of, &c. and *E.* his Wife, (late *E. M.* Widow) of the third Part, *B. G.* of, &c. of the fourth Part, and *H. B.* of, &c. of the fifth Part. **Whereas** the said *J. M.* by his Bond or Obligation bearing Date, &c. became and stood bound unto the said *W. G.* in the penal Sum of 2667*l.* conditioned that if the said *J. M.* should well and truly pay unto the said *W. G.* his Executors or Assigns, the Sum of — in such Manner as therein mentioned, then, &c. as by, &c. **And whereas** the said *W. G.* did, in *Easter* Term in the — Year of his present Majesty's Reign, recover and obtain a Judgment against the said *J. M.* in his Majesty's Court of — at *Westminster*, upon the said Bond for the said Sum of 2667*l.* Debt, besides Costs of Suit, as by the Record of the said Judgment remaining in the said Court upon a Roll numbered 438 may appear: **And whereas** by Indenture of Lease and Release and Assignment, the Lease bearing Date the Day next before, and the Release bearing even Date herewith, and both executed immediately before these Presents, the said Indenture of Release and Assignment being *Quinquepartite*, and made or mentioned to be made between the said *W. G.* of the first Part, *R. V.* of, &c. (*his Trustee*) of the second Part, the said *J. M.* of the third Part, the said *P. G.* and *E.* his Wife of the fourth Part, and *B. G.* of the fifth Part; **Whereby** (after reciting as therein is recited, and for the several Considerations therein mentioned) **All** that Freehold Messuage, &c. are by him the said *R. V.* at the Request and by the Direction of the said *J. M.* and *W. G.* and at the Nomination of the said *P. G.* and *E.* his Wife, bargained, sold, released and conveyed unto and to the Use of the said *B. G.* his Heirs and Assigns for ever; *In Trust nevertheless* for the said *E. G.* her Heirs and Assigns, and to be levied and disposed of as she or they at any Time should direct or appoint, (*Subject nevertheless* to the Proviso therein contained and herein after mentioned, for Redemption of the said Premises); **And** by the said Indenture *Quinquepartite*, the said *W. G.* (for the Considerations therein mentioned, and by and with the Consent of the said *J. M.* and at the Nomination of the said *P. G.* and *E.* his Wife, testified as therein also

Recitals, *viz.*
As to the Bond
and Judgment
As to the Security of even Date
As to the Release therein of the Freehold Premises
As to the Assignment therein of a Bond from the Duke of *W.*

Also of a Judgment in Ejectment on Mr. M.'s Tenants.

Also Mr. M.'s Assignment of Debts by Note and Book due to him from Duke of W.

As to the Proviso therein.

As to the Judgment being as a further Security to Mr. G. for 1068 l. and Interest due to him on Securities, recited in Mr. G.'s Security.

As to the said Judgment being now in Force.

As to previous Agreement for assigning the same in Trust for Mrs. G. as a further Security, &c. Consideration.

Assignment. Premises.

Habendum.

Letter of Attorney.

mentioned) *Hath* assigned and transferred unto the said *E. G.* As well a Bond, dated, &c. therein recited to have been given by the late Duke of *W.* to the said *J. M.* in the Penalty of 800 l. conditioned for Payment to the said *J. M.* of 370 l. and Interest, and therein also recited to have been by the said *J. M.* assigned to the said *W. G.* together with all Sums of Money then due or to become due on the same Bond; *As also* a Judgment in Ejectment therein mentioned to have been obtained by the said *W. G.* against the said *J. M.* Tenant of the said Messuage, Lands and Premises thereby released; *To hold*, receive, take and enjoy the same Premises unto the said *B. G.* his Executors and Assigns, from thenceforth as and for his and their own proper Monies: *In Trust nevertheless* for the said *E. G.* her Executors and Assigns, in Manner as aforesaid, and also subject to such Redemption as herein after also is mentioned; *And* by the said Indenture *Quinquartite*, the said *J. M.* for the Considerations therein mentioned, and by the like Nomination of the said *P. G.* and *E.* his Wife, testified as aforesaid, hath assigned unto the said *B. G.* several Debts by Note and Book then due from the said late Duke of *W.*'s Estate to the said *J. M.* *To hold*, receive and enjoy the same unto the said *B. G.* his Executors and Assigns, from thenceforth, as and for his and their own proper Monies; *In Trust nevertheless* for the said *E. G.* her Executors and Assigns, and to be assigned and disposed of, as she or they at any Time should direct or appoint; *Subject nevertheless* to a Proviso in the said Indenture *Quinquartite* contained for Redemption as well of the thereby released Messuage, Lands and Premises, as also of all and singular the thereby several Monies and Premises thereby respectively assigned on Payment by the same *J. M.* his Heirs, Executors, Administrators or Assigns, unto the said *B. G.* his Executors, Administrators and Assigns, (*Nevertheless in Trust* for the said *E. G.* her Executors and Assigns,) of the Principal Sum of 1602 l. 17 s. together with Interest for the same, after the Rate of 5 l. per Cent. per Annum, upon the — Day of — *As in and by* the said in Part recited Indenture of Lease and Release, Relation, &c. **And whereas** the said recited Bond so given by the said *J. M.* to the said *W. G.* and the said recited Judgment obtained thereon by the said *W. G.* as aforesaid, were so given and obtained only as a further Security for Payment to the said *W. G.* his Executors and Assigns, of the several Principal Sums of 486 l. and 600 l. (making together the Principal Sum of 1086 l.) by him the said *W. G.* advanced, lent and paid, together with Interest for the same, in Manner and according to several Indentures mentioned and recited in the said Indenture *Quinquartite*: **And whereas** the said recited Judgment so obtained by the said *W. G.* against the said *J. M.* as aforesaid, has not been released or discharged, but the same now stands in full Force and Virtue: **And whereas** previous to and before the executing the said Indenture of Release and Assignment, bearing even Date herewith, and for better securing Payment of the said Sum of 1602 l. 17 s. and the Interest thereof, unto the said *B. G.* in Trust for the said *E. G.* as aforesaid, according to the true Intent of the said Proviso in same Indenture contained, it was agreed that the said recited Judgment, and all Monies thereby secured, should be by the said *W. G.* assigned to the said *A. B.* in Trust for the said *E. G.* in such Manner, and subject as herein after is mentioned and expressed: **Now this Indenture witnesseth**, That in Pursuance and Performance of the said recited Agreement, and in Consideration that he the said *W. G.* hath been fully paid all Principal Monies, Interest and Charges due to him by Virtue of the several Securities made to, or in Trust for him, on the above released and assigned Premises, which is by him hereby acknowledged to be, and also for and in Consideration of the Sum of 5 s. of lawful Money to the said *W. G.* in Hand paid by the said *A. B.* at or before the executing of these Presents, the Receipt whereof is by him hereby also acknowledged, he the said *W. G.* at the Request and by and with the Consent and Direction of the said *J. M.* and at the Nomination and Appointment of the said *P. G.* and *E.* his Wife, and *B. G.* testified respectively by their being Parties to and executing of these Presents, **hath** assigned, transferred and set over, and by these Presents **Doth** assign, &c. unto the said *A. B.* his, &c. **The** said recited Judgment and all Sum and Sums of Money therein mentioned and thereby secured, and all Benefit and Advantage whatsoever, to be had, made, taken or obtained, upon or by Virtue thereof, or of any Process, Extent or other Execution or Executions whatsoever, to be thereupon had, sued out, prosecuted and executed, and all the Right, Interest, Property, Claim and Demand whatsoever or howsoever, of him the said *W. G.* of, in and to the same Premises; **To have**, hold, receive, take and enjoy the said Judgment, Monies, Extents and all and singular other the herein before mentioned and intended to be hereby assigned Premises, unto and to and for the only Use and Benefit of the said *A. B.* his Executors, Administrators and Assigns from thenceforth, as and for his and their own proper Monies for ever; **Together with** full and absolute Power, &c. (*As in the last Precedent but one, and the Assignor covenants that he hath nor shall not release the said Judgment, &c. and a Proviso in Case the Mortgage Money is paid, and an Agreement that no Execution be taken out until Breach of Proviso in Mortgage, Indemnification of Assignor, &c. See the same Precedent.*) **In Witness, &c.**

An Assignment of a Judgment on several Bonds, by the last Assignee of the same, there having been several Assignments with the Consent, &c. of all the Parties, to the surviving Trustees of the deceased Debtor, on their paying the Debt, pursuant to a Decree in Chancery, and a Release of the Debt, Bonds and Judgment, &c.

THIS Indenture Quinquepartite, made, &c. Between B. G. of, &c. of the first Part, W. G. of, &c. of the second Part, J. M. of, &c. of the third Part, P. G. late of, &c. but now of, &c. Esq; and E. his Wife, (late E. M. Widow) of the fourth Part, and the Honourable A. D. Esq; (one of his Majesty's Justices of the Court of Common Pleas at Westminster) and T. G. of, &c. Esq; (surviving Trustees nominated and appointed for Payment of the Debts of P. late Duke of W. deceased,) of the fifth Part. **Whereas** by Indentures of Assignment, bearing Date, &c. and made between the said J. M. of the first Part and the said W. G. of the other Part; *Reciting*, That by one Warrant of Attorney, bearing Date, &c. under the Hand and Seal of P. late Duke of W. directed to the Attornies therein named, he the said P. Duke of W. did authorize the said Attornies to appear for him in the Court of King's Bench at Westminster, as of, &c. there to receive a Declaration against him in an Action of Debt for 1500*l.* due on a *Mutuuatus* at the Suit of the said J. M. and thereupon to confess the same Action, or else to suffer a Judgment by *Non sum Informatus*, or otherwise to pass against him in the same Action, and to be thereupon forthwith entred up against him of Record, with Costs of Suit; *And further reciting*, that by Indorsement on the Back of the said recited Warrant of Attorney, purporting a Memorandum that the said J. M. did thereby agree, that the Judgment to be entred up, pursuant to the said Warrant of Attorney, was only meant and intended to be as a Security for the Principal Sum of 300*l.* and Interest due on a Bond dated, &c. from the said Duke to the said J. M. and also for the further Principal Sum of 450*l.* and Interest, due on another Bond, dated, &c. made from the said Duke to the said J. M. and for the further Principal Sum of 100*l.* and Interest due on one other Bond, dated, &c. made from the said Duke to the said J. M. and G. H. jointly, and that the said 100*l.* was borrowed for the sole Use of the said Duke; *And further reciting*, that in Pursuance of the said Warrant of Attorney, Judgment was entred up thereon in his Majesty's Court of King's Bench, as of the then last Michaelmas Term for 1500*l.* Debt due on a *Mutuuatus* and 63*s.* for Costs; *It is by the said Indenture of Assignment witnessed*, that for the better securing Payment of the several Sums of 498*l.* and 615*l.* due from the said J. M. to the said W. G. by Virtue of two Mortgages therein mentioned, he the said J. M. Did grant, &c. unto the said W. G. his, &c. Judgment. *As well* the said recited Bonds mentioned in the said Indorsement on the said Warrant of Attorney, *As also* the said recited Judgment so entred up as aforesaid, *And also* all the Estate, &c. of, in and to the said Bonds and Judgments so entred up as aforesaid, or either of them, or of, in and to any other Judgment had or obtained, or to be sued, executed or obtained by the said J. M. on Account of the said Bonds or any or either of them; **And** the said J. M. for the more fully enabling, &c. did make, ordain, &c. the said W. G. his, &c. Attorney, &c. to sue, &c. with usual Covenants, as in Assignments of Judgments, with a Covenant from the said W. G. to the said J. M. for indemnifying the said J. M. his Executors or Assigns, on Account of his Name being made Use of, by Virtue of the Power thereby given for the Recovery of the said Premises: **And whereas** by one other Indenture of Assignment, bearing Date the fourth, &c. and made or mentioned to be made between the said J. M. by the Name of, &c. of the one Part, and the said E. now the Wife of the said P. G. (by her then Name or Addition of E. M. of, &c. Widow) of the other Part; *Reciting* that the said J. M. had in M. Term in the — Year of, &c. obtained a Judgment in his Majesty's Court of, &c. against P. Duke of W. for 1500*l.* Debt and 63*s.* Costs; *And further reciting* a Decree of the Court of Chancery, dated the, &c. made on the Hearing of a certain Cause then depending in the said Court, wherein B. H. S. Esq; and others, as well for themselves as for and on Behalf of others the Creditors of the said Duke by Judgment, were Plaintiffs, and the said Duke of W. M. Duchefs of W. the said A. D. T. G. and J. J. and R. J. Esqrs. (since deceased) were Defendants, whereby several Provisions and Directions were made and given for the Payment of the Debts of the said late Duke of W. by Mortgages and Judgments, in such Manner as therein is more particularly recited and mentioned; *And further reciting*, that the said J. M. in Pursuance of the said decretal Order, had duly proved his said Judgment before Mr. H. the Master to whom the said Cause was referred, and that the said Master by his Report, dated, &c. had certified, that the said Judgment and Debt due thereon had been duly proved before him, and that there was then due to the said J. M. the Sum of 1503*l.* 3*s.* and that the same ought to be paid to the said J. M. as by the said decretal Order was directed; *And* that by several Orders of the said Court made in the said Cause bearing Date, &c. then last past,

Recitals of an Assignment, (reciting a Warrant of Attorney to confess Judgment,

and an Indorsement thereon, that the same was intended as a Security for Money due on several Bonds,

and Judgment entered) whereby J. M. assigned to W. G. the Bonds and Judgment.

Letter of Attorney therein.

Another Assignment.

(Reciting another Judgment, J. M. against the Duke of W. and a Decree for Payment of the said Duke's Debts on Mortgages and Judgments, and that J. M. had proved his Judgment. Master's Report as to the same,

and Confirmation thereof whereby in Consideration of 1500*l.* *J. M.* assigned his Judgment to *E. M.* and the Master's Report, &c.
Habendum.

Letter of Attorney, and Covenants.

That the Judgment, &c. so assigned to *E. M.* are the same as in the first Assignment were assigned to *W. G.* which was assigned by *E. M.* before her Marriage, and is now vested in *B. G.* for her separate Use.

The Money still due from the Duke's Estate.

Agreement to prevent Suits concerning the said Assignments.

That the Money shall be paid to *B. G.* to whom the Duke's surviving Trustees agree to pay the same on assigning and releasing the Judgment, &c.

Assignment.

past, the said Report was absolutely confirmed, *It is by the said Indenture* of the 4th, &c. Witnessed, that in Consideration of 1500*l.* paid by the said *E. M.* to the said *J. M.* He the said *J. M.* did assign, &c. unto the said *E. M.* her, &c. as well the said therein and herein above recited Judgment so obtained by the said *J. M.* against the said Duke of *W.* and also all and every the Sum, &c. and also the said Master's Report, whereby the said 1503*l.* 3*s.* was reported due to the said *J. M.* for Principal and Costs, and all Benefit, Profit, Interest and Advantage to be had, received and taken by or by Force or Virtue of the said decretal Order, Master's Report, and other Orders and Proceedings then had and to be had in the said Cause, and all the Estate, &c. To hold all and singular the said Premises to the said *E. M.* her, &c. as and for her and their own proper Monies, Goods and Chattels thenceforth for ever, with Power for her the said *E. M.* in the Name, &c. with a Covenant from the said *J. M.* to make further Assurance of the said Premises unto the said *E. M.* in such Manner as therein is also mentioned, As in and by the said several in Part recited Indentures of Assignment, Bonds, Judgment, Decree, Master's Report, Orders and other Proceedings in the said Court of Chancery therein recited (Relation, &c.) **And whereas** the said Judgment, Monies and Premises so assigned by the said *J. M.* to the said *E. M.* by the said last recited Indenture of the 4th, &c. are the same Judgment, Monies and Premises which in and by the said first recited Indenture of the 20th of, &c. were by the said *J. M.* assigned to the said *W. G.* **And whereas** the said Judgment, Monies and Premises so assigned to the said *E. M.* as aforesaid, were by her before her Intermarriage with the said *P. G.* assigned to and are now vested in the said *B. G.* by Virtue of an Indenture bearing Date the 21st Day of, &c. for the sole and separate Use of the said *E. G.* late *E. M.* **And whereas** the said Sum of 1503*l.* 3*s.* so secured by the said Judgment as aforesaid, and certified to be due by the said Report of the said Master *H.* now remains due from the Estate late of the said *P.* Duke of *W.* and no Part thereof has been paid or satisfied: **And whereas** to prevent all Suits, Disputes, Controversies and Charges which may at any Time hereafter happen between him the said *W. G.* *P. G.* and *E.* his Wife, and *J. M.* touching the said several Assignments of the said Judgments and Monies so made to them by the said *W. G.* and *E. M.* by the said *J. M.* and since by her the said *E. M.* assigned to the said *B. G.* in Manner as aforesaid, they the said *W. G.* *P. G.* and *E.* his Wife, and *J. M.* have come to a mutual Agreement that the said 1503*l.* 3*s.* secured by the said three Bonds mentioned in the said Indorsement on the Back of the said Warrant of Attorney and Judgment, as aforesaid, shall be paid to the said *B. G.* **And whereas** they the said *A. D.* and *T. G.* as being the surviving Trustees for Payment of the Judgment Debts due from the said late Duke's Estate, in Pursuance of the before mentioned Decree and Orders of the said Court of Chancery, have at the Request of them the said *W. G.* *J. M.* and *P. G.* and *E.* his Wife, agreed to pay the said 1500*l.* and 3*l.* 3*s.* Costs to the said *B. G.* in Manner as is herein after mentioned; in Consideration whereof they the said *W. G.* *B. G.* *P. G.* and *E.* his Wife, and *J. M.* have agreed to assign and release the said Judgment, Monies and Premises, and the three several in Part recited Bonds unto them the said *A. D.* and *T. G.* in such Manner as herein after is also mentioned: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 1503*l.* 3*s.* of, &c. to the said *B. G.* (by and with the Consent, Direction and Appointment of them the said *W. G.* *P. G.* and *E.* his Wife, and *J. M.* respectively testified, &c.) in Hand well and truly paid by the said *A. D.* and *T. G.* or one of them, at, &c. (in full of all principal Monies, Interest, and Costs and Charges whatsoever so due and owing from the Estate late of the said *P.* Duke of *W.* to them the said *W. G.* *P. G.* and *E.* his Wife, *B. G.* and *J. M.* any or either of them, by Virtue of the said three recited Bonds and Judgment, Decree and Report so assigned to them the said *W. G.* *E. M.* and *B. G.* as aforesaid) the Receipt of which said Sum of 1503*l.* 3*s.* he the said *B. G.* doth thereby acknowledge, and thereof, &c. as well the said *A. D.* and *T. G.* their Executors and Administrators, as also the Real and Personal Estates whatsoever late of the said *P.* Duke of *W.* of and from the same, and every Part thereof, and also for and in Consideration of the Sum of 5*s.* a-piece of like lawful Money to the said *W. G.* *P. G.* and *E.* his Wife, and *J. M.* in Hand also paid by the said *A. D.* and *T. G.* at or before the executing of these Presents, the Receipt whereof is by them hereby respectively acknowledged, they the said *W. G.* and *B. G.* at the special Instance and Request, and by and with the Consent, Direction and Appointment as well of the said *J. M.* as also of the said *P. G.* and *E.* his Wife, respectively testified as aforesaid, and also they the said *J. M.* and *P. G.* and *E.* his Wife, **Have**, and each and every of them **Doth** bargained, sold, assigned, transferred and set over, and by these Presents they the said *W. G.* *B. G.* *J. M.* and *P. G.* and *E.* his Wife, **Do**, and each and every of them **Doth** bargain, &c. unto the said *A. D.* and *T. G.* **As well** the herein before mentioned and recited three several Bonds, Judgment, Report, **And all** and every Sum and Sums of Money thereby secured, **And which** in and by the said herein before in Part recited Indenture of the 20th of, &c. were by him the said *J. M.* granted and assigned to the said *W. G.* and which were afterwards by him

him the said *J. M.* in and by the said recited Indenture of the 4th of, &c. also granted and assigned to the said *E. M.* and which were by her by the said recited Indenture of the 21st of, &c. assigned to the said *B. G.* in Manner as aforesaid, or mentioned or intended so to be, **And also all** Benefit and Advantage whatsoever which can or may be had, recovered, obtained, received or gotten by Force or Virtue of the said several Assignments so made thereof as aforesaid, **And all** the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever and howsoever, both in Law and Equity, of them the said *W. G. B. G. P. G.* and *E.* his Wife, and *J. M.* any or either of them, or of any Person or Persons, *In Trust* for them, or any or either of them, of, in, to or out of the said hereby assigned Bonds, Judgment, Monies and Premises, by Virtue of the said several recited Indentures of Assignment, any or either of them, or otherwise howsoever; **To have and to hold**, receive, take and enjoy the said three several Bonds, Judgment, Monies, and all and singular the herein before mentioned and intended to be hereby assigned Premises, unto, and to and for the only Use and Benefit of the said *A. D.* and *T. G.* their Executors, Administrators and Assigns from henceforth, as and for their own proper Monies for ever, and that in as full, large, ample and beneficial Manner to all Intents, Constructions and Purposes whatsoever, as they the said *W. G. B. G. P. G.* and *E.* his Wife, and *J. M.* any or either of them, their, any or either of their Executors or Administrators, could or might have had, held, recovered, received, enjoyed or disposed of the same, in case these Presents had not been made. **And this Indenture witnesseth**, that they the said *W. G. B. G. P. G.* and *E.* his Wife, and *J. M.* (for the Consideration aforesaid, and for other good Causes and Considerations them thereunto especially moving) **Have**, and each and every of them **Doth** remised, released and for ever quit-claimed, and by these Presents they the said *W. G. B. G. P. G.* and *E.* his Wife, and *J. M.* **Do**, and each and every of them **Doth** freely, clearly and absolutely remise, &c. unto the said *A. D.* and *T. G.* their Executors and Administrators, and all other the Trustees and Representatives of the said *P.* late Duke of *W.* deceased, **As well** the said Sum of 1503 *l.* 3 *s.* so secured by the said three several recited Bonds and Judgment in Manner as aforesaid, **As also all** and all Manner of Action and Actions, Cause and Causes of Action and Suits both at Law and in Equity, or otherwise howsoever, which they the said *W. G. B. G. P. G.* and *E.* his Wife, and *J. M.* or any or either of them, now have or ever had, or which they or any or either of them, their or any or either of their Heirs, Executors or Administrators at any Time hereafter can, shall or may have, claim, challenge or demand against them the said *A. D.* and *T. G.* or either of them, their or either of their Executors or Administrators, or any other the Trustees or Representatives whatsoever of the said *P.* Duke of *W.* for or by Reason or on Account of the said hereby assigned Bonds, Judgment, Monies and Premises, or for or in Respect of any other Matter, Cause or Thing whatsoever touching or concerning the same, to the Day of the Date of these Presents. **And** the said *W. G.* for himself, his Executors and Administrators, doth hereby covenant, agree and declare to and with the said *A. D.* and *T. G.* their Executors, Administrators and Assigns, that he the said *W. G.* hath not, &c. made, &c. nor shall, &c. make, &c. any Act, &c. whereby or by Means whereof the hereby assigned and released Bonds, Judgment, Monies and Premises, or any Part thereof, are, is, shall or may be in any wise impeached, released, assigned, discharged or incumbered in any Manner howsoever; **And** the said *B. G.* for himself, &c. and the said *P. G.* for himself and for the said *E.* his Wife, doth hereby covenant, agree and declare to and with the said *A. D.* and *T. G.* their Executors, Administrators and Assigns, that they the said *P. G.* and *E.* his Wife, or either of them, have not any Time heretofore made, &c. any Act, &c. whereby, &c. (as before) save and except as before appears in and by these Presents; **And** the said *J. M.* for himself, &c. doth hereby covenant, &c. (as before) save, &c. **And** that he the said *J. M.* and also the said *W. G.* and *B. G.* and all and every other Person and Persons whatsoever lawfully claiming or to claim any Estate, &c. of, in or to the hereby assigned Bonds, Judgment, Monies and Premises, or any Part thereof, by, from, &c. shall and will at any Time, &c. make, do, &c. all and every, &c. as well for the further, better, more perfect and absolute granting, assigning, releasing and assuring of the said hereby assigned Bonds, Judgment, Monies and Premises, unto and to and for the only Use and Benefit of the said *A. D.* and *T. G.* their Executors and Assigns, as also for acknowledging Satisfaction upon the Record of the said Judgment or otherwise vacating the same, as by the said *A. D.* and *T. G.* their Executors or Assigns, or their or any of their Counsel learned in the Law shall be reasonably advised or required, so as no Person for doing thereof be compelled to go above 20 Miles from his, her or their then Place of Abode or Habitation. **In Witness, &c.**

Release to the Duke's Trustees of the Debt, Bonds and Judgment, &c.

Covenants not to incur ber.

Further Assurance.

Part of an Assignment of a Judgment with the Benefit of a Decree, &c. with Power to proceed to obtain a Report on the Decree, &c.

— Now this Indenture witnesseth, That for and in Consideration of the Sum of 1500*l.* in Hand, &c. by the said *E. M.* at, &c. the Receipt, &c. he the said *J. M.* hath granted, &c. by, &c. Doth grant, &c. unto the said *E. M.* her, &c. As well the said above recited Judgment so obtained by the said *J. M.* against the said Duke of *W.* And also all and every Sum and Sums of Money due and to grow due upon the said Judgment for Debt or Damages and Costs, and also the said Master's Report, whereby the said 1503*l.* 3*s.* is reported due to the said *J. M.* for Principal and Costs, and all Benefit, Profit, Interest and Advantage to be had and received and taken by or by Force or Virtue of the said decretal Order, Master's Report, and other Orders and Proceedings already had and to be had in the said Cause, any or every of them, And all the Estate, Right, Title, Interest, Property, Profit, Claim, Equity, Benefit and Power of Redemption, Claim and Demand whatsoever of him the said *J. M.* of, in and to the said recited Judgment, and all Sum and Sums of Money now due and which shall hereafter grow due upon the same, and of, in and to the said decretal Order, Report and other Proceedings above in Part recited, or already had or to be had in the said Cause; **To have and to hold** the said recited Judgment so obtained against the said Duke of *W.* by the said *J. M.* and all Sum and Sums of Money due and to grow due upon and by Force and Virtue of the said decretal Order, Report and other Proceedings in the said Cause, and all and singular other the Premises unto her the said *E. M.* her Executors, Administrators and Assigns, as her own proper Monies, Goods and Chattels from henceforth and forever; And the said *J. M.* doth hereby make, &c. the said *E. M.* her Executors, Administrators and Assigns, his Attorney irrevocable for him the said *J. M.* in his Name and at his proper Costs and Charges, and for the sole Use of her the said *E. M.* her Executors and Administrators, to procure and obtain Report from the said Master stating the Priority of his said Debt, and the Rank and Order and Course in which the said Sum ought to be paid pursuant to the said decretal Order, or according to due Course of Law, and to ask, demand, sue for, recover, levy and receive of and from the said *A. D. T. G. J. J.* and *R. J.* Esqrs. or of whomsoever it doth, shall or may belong to pay the same, all and every Sum and Sums that now are or shall or may at any Time hereafter grow due upon the above recited Judgment, or by Virtue of the said decretal Order, Report or other Proceedings already had or to be had in the said Cause, and in Order thereunto, or to procure the Payment thereof, to do all and every such lawful and reasonable Act and Acts, Matters and Things as she the said *E. M.* her Executors, Administrators and Assigns, or her or their Counsel learned in the Law, shall devise and advise or require, or think reasonable, necessary or expedient to be done on her Behalf, and upon Receipt of the Money or any Part thereof for him the said *J. M.* in his Name to give Receipts, Acquittances, Releases or other good and sufficient Discharges for the same, and to join in any Report or Order of the said Court of Chancery about Payment thereof, he the said *J. M.* hereby giving and granting, and he doth hereby give and grant unto the said *E. M.* her Executors, Administrators and Assigns, in his the said *J. M.*'s Name and Right, but to the Use of her the said *E. M.* her Executors, Administrators and Assigns, in as full, ample, absolute, uncontrollable and irrevocable Power to act and do in all and singular the Premises, in Order to recover, receive and discharge the said Debts and the Monies due upon the said Judgment, Decree, Report and Orders, as he the said *J. M.* might or could do, were he to be personally present, and to do the same in his own proper Person, or cause to be done in and about the Premises, by Virtue of these Presents, he the said *J. M.* doth hereby, and shall and will ratify, confirm and allow; And the said *J. M.* for himself, his Executors and Administrators, doth covenant and agree to and with the said *E. M.* her Executors, Administrators or Assigns, that he will not disavow or disallow any Act or Proceeding which shall be had and taken by the said *E. M.* her Executors, Administrators and Assigns, for the Recovery, Payment and Receipt of the Money due upon the said Judgment, and that he the said *J. M.* his Executors, Administrators and Assigns, shall not receive the said Money, or acquit or discharge the said *A. D. T. G. J. J.* and *R. J.* or any of them, or any other Person or Persons to whom it doth or shall belong to pay the same, of and from the Money due upon the said Judgment, without the Licence and Consent of the said *E. M.* her, &c. to be first had and obtained in Writing for that Purpose: And further, that he the said *J. M.* his, &c. at, &c. make, &c. unto the said *E. M.* her, &c. for the better and more effectual Assuring the above mentioned Judgment and the Money due thereon, and other the Premises unto the said *E. M.* her, &c. and for the better enabling her to take the full Benefit and Effect of this Assignment, and to receive the Money due on the said recited

Letter of Attorney to procure a Report,

and to receive the Money, &c.

Covenant not to disavow Proceedings.

Further Assurance.

cited Judgment, Decree, Report and Orders, and to discharge the Trustees from the Money, as by the said *E. M.* her Executors, Administrators and Assigns, or her or their Counsel learned in the Law, shall be reasonably devised, advised and required: **And further**, that the said *J. M.* his Executors and Administrators, shall and will when hereunto required by her the said *E. M.* her Executors, Administrators and Assigns, make, execute or give in due Form of Law, one or more Warrant or Warrants of Attorney under his Hand and Seal, directed to some Attorney or Attornies of his Majesty's Court of King's Bench at *Westminster*, thereby empowering such Attorney or Attornies to acknowledge Satisfaction upon Record of the said Judgment obtained by him the said *J. M.* against the said Duke of *W.* In Witness whereof the said *J. M.* hath hereunto set his Hand and Seal the Day and Year above written.

To execute a Warrant of Attorney to acknowledge Satisfaction on Record.

An Assignment of a Decree and a Judgment, to protect a Purchaser against mesne Incumbrances, to two Trustees, one of them for the Purchaser, and the other for the Assignor.

THIS Indenture made, &c. **Between** *P. W.* of, &c. Son and Heir of *P. W.* late, &c. deceased, of the first Part, *J. W.* of, &c. of the second Part, *T. F.* of, &c. of the third Part, *M. A.* of, &c. of the fourth Part, *P. M.* of, &c. of the fifth Part, and *S. W.* of, &c. and *W. E.* of, &c. of the sixth Part. **Whereas** in or about the Month of July in the Year of our Lord 1691. the said *P. W.* deceased, was by Virtue of a Commission of Lunacy awarded out of the High Court of Chancery found a Lunatick, and thereupon the Custody of his Person and Management of his Estate was by the said Court committed to *T. B.* of, &c. **And whereas** in certain Causes in the said Court of Chancery between *S. B.* Widow and Administratrix of the said *T. B.* deceased, Plaintiff, the said *P. W.* Party to these Presents, by the Name of *P. W.* an Infant, by his Guardians *M. D.* and *M.* his Wife, *F. F.* Executor of the last Will and Testament of *J. D.* and others, Defendants, and between the said *M. D.* Administrator of the said *P. W.* deceased, and the said *P. W.* Party to these Presents, by his next Friend, Plaintiffs, and the said *S. B.* and *R. H.* Defendants, it was by the then Lord Keeper, on or about the 25th of January in the 12th Year of the Reign of his late Majesty King *William*, ordered and decreed (amongst other Things) that the two Accounts of Monies due to the said Plaintiff *B.* therein mentioned, brought and stated before the Master, do stand confirmed, with Liberty to the said Defendant *D.* to falsify or surcharge the same, and that the said Plaintiff *B.* was to account for the Rents and Profits that she had or should receive out of the Estates of the said *P. W.* deceased; and also that the said Master should examine and see what the said *J. B.* paid in taking in any of the Judgments in the Pleadings of the said Causes mentioned, and what upon the Account should be found due to the said *B.* It was decreed, that the same should be paid to her out of the said *P. W.*'s Estate; and it was further ordered, that the Master should compute the Principal Money and Interest due on the Mortgage to the said *F. H.* of a Leasehold Estate, called the Manor of *B.* held from the College of *Eaton*, and what should be found due, the same is decreed to be paid him out of the said mortgaged Premises, and for that Purpose the same was decreed to be sold to the best Purchaser; and after the said Defendant *F.* should be paid his Principal, Interest and Costs, then the Remainder of the Money raised by such Sale of the mortgaged Premises was to be applied towards the Discharge of what should be found due to the said *P. B.* **And whereas** upon Rehearing of the said Causes the 19th of November which was in the eighth Year of her late Majesty Queen *Anne*, it was (int' al') ordered and decreed, that the said Plaintiff *B.* should have Interest for what was due to her upon the two Accounts therein mentioned, and that the Part of the said Decree, directing the Sale of the mortgaged Premises, be amended and made absolute, unless the said Defendant *P. W.* should think fit to redeem the same, as the Master should appoint: **And whereas** *R. G.* Gent. did in *Michaelmas* Term in the fourth Year of the Reign of his late Majesty King *James* the Second, obtain one Judgment in the Court of Common Pleas at *Westminster* against the said *P. W.* deceased, for 300 l. in an Action of Debt upon Bond, and for 40 l. Costs of Suit: **And whereas** by Indenture bearing Date the 27th Day of July 1671, made between the said *R. G.* of the one Part, and the said *T. B.* deceased, of the other Part, he the said *R. G.* in Consideration of 172 l. 12 s. to him paid, Did assign and set over unto the said *T. B.* the said Judgment and Bond, and all Sum and Sums of Money that might be obtained and gotten by Reason thereof, and all the Right, Title and Interest of him the said *R. G.* of, in and to the same: **And whereas**, &c. (Recites several other Judgments obtained by several Persons against *P. W.* deceased, some whereof are assigned to the said *T. B.* and some to *J.* in Trust for the said *P. W.* Party, &c.) **And whereas** the said *M. A.* in *H.* Term, which was in the Year of our Lord 1717, in the Court of King's Bench at *Westminster*, against the said *P. W.* Party,

Recital of a Commission of Lunacy.

Of Causes in Chancery.

Decretal Order thereon,

with Reference to a Master.

Recital of a Rehearing.

Recital of a Judgment.

Of the Assignment hereof.

Judgment.

Party, &c. obtained a Judgment for the Sum of 4000*l.* in Debt and 63*s.* Costs of Suit: **And whereas** the same Judgment was obtained by him the said *M. A.* for Security of Payment to him of the Sum of 2000*l.* and Interest, which he had paid and lent to the said *P. W.* Party, &c. **And whereas** the same *P. W.* hath now agreed to pay to the said *M. A.* the Sum of — in Part of the said Sum of 2000*l.* and Interest: **And whereas** by Indenture bearing Date the 18th Day of *March* 1717, made between the said *S. B.* of the first Part, the said *P. W.* Party, &c. by the Name of, &c. of the second Part, and *H. T.* of, &c. of the third Part; (Reciting the said several Decrees and the said several Judgments assigned to the said *T. B.* deceased; **And** that there was due and owing to the said *S. B.* from the Estate of the said *P. W.* deceased, or the said *P. W.* Party hereto, a considerable Sum of Money, amounting to upwards of 2000*l.* **And** that for determining all Suits and Differences depending between the said *S. B.* and the said *P. W.* Party hereto, she did agree to accept of the Sum of 1690*l.* 12*s.* in full of all Sum and Sums of Money due and payable to her from the said *P. W.* the Father and Son, by Virtue of the said Decrees or otherwise; **And** that the said *H. T.* had purchased the said Leasehold Estate, held of *Eaton College*, for the Sum of 2160*l.* **And** that 1337*l.* 15*s.* Part thereof, had then been paid to her the said *S. B.* in Part of the said 1690*l.* 12*s.* and the Residue thereof had been paid in Discharge of Incumbrances which affected the said Leasehold Estate, and the same Estate was assigned by Indenture of the Date thereof, to the said *H. T.* for the Remainder of a Term of Years therein.) **The** said *S. B.* in Consideration of the further Sum of 352*l.* 17*s.* which together with the said Sums of 1337*l.* 15*s.* so as aforesaid paid her, made up the aforesaid Sum of 1690*l.* 12*s.* and was in full of all Sums or Sum of Money due or payable to her or the said *T. B.* deceased, from the said *P. W.* the Father and Son, or their Estate, by Virtue of the said recited Commission of Lunacy, Decrees and Judgments, or otherwise, **Did** bargain, sell and assign to the said *H. T.* **All** and every the said recited Decrees and Judgments, and all Sum and Sums of Money thereby respectively to her due or payable, and also all and every Messuages, Lands, Tenements and Hereditaments, Estate and Estates, Sums of Money, Matters and Things which the said *T. B.* or *S. B.* were any ways intitled to by Virtue of the said recited Decrees, Commission of Lunacy and Judgments aforesaid, and also all the Estate, Right, Title and Interest of her the said *S. B.* of, in or to the same, to hold to the said *H. T.* his Executors, Administrators and Assigns, from thenceforth for ever, **Under a Proviso** or Condition for Redemption therein contained on Payment to the said *H. T.* of the Sum of 352*l.* 15*s.* with Interest, on the Day therein mentioned and long since past: **And whereas** the said *H. T.* by Writing under his Hand and Seal bearing Date the third Day of *March* last past, before the Date hereof, indorsed on the Back of the said last recited Indenture, in Consideration of the Sum of 369*l.* and 9*d.* to him paid by the said *J. W.* in full of the Principal and Interest due to him upon the said recited Mortgage, **Did** bargain, sell and assign to the said *J. W.* all and every the said several Decrees, Judgments and other Matters and Things as aforesaid to him assigned, to hold to him the said *J. W.* his Executors, Administrators and Assigns, from thenceforth for ever, subject to the Equity of Redemption of the said *P. W.* Party, &c. as by the said several recited Decrees, Judgments and Indentures, Relation being thereunto respectively had, more plainly may appear: **And whereas** there is due for Principal and Interest to the said *J. W.* on the Day of the Date hereof, the Sum of — **And whereas** the said *P. M.* hath agreed for the absolute Purchase to him and his Heirs of *P. W.* Party to these Presents, of several Messuages, Lands and Hereditaments, lying in, &c. subject to the said recited Judgments, which are agreed, together with the said recited Decrees, and all Benefit hereof, shall be assigned to the said *S. W.* and *W. E.* in Trust for the said *P. M.* and *P. W.* Party, &c. to the Intent to protect and defend as well the said Messuages and Lands of the said *P. M.* as also other the Messuages, Lands and Hereditaments of the said *P. W.* Party, &c. of and from any other mesne Incumbrances: **Now this Indenture witnesseth,** that for and in Consideration of the Sum of — of, &c. to the said *J. W.* and also the said Sum of — of like Money to the said *M. A.* in Hand, at or before the Sealing and Delivery of these Presents, severally paid by the said *P. M.* (by the Direction and Appointment of the said *P. W.* Party, &c. testified, &c.) the Receipts whereof they the said *J. W.* and *M. A.* do hereby respectively acknowledge, (which said Sums of — and — were Part of the Sum of 3450*l.* the Consideration of one Indenture of Release of six Parts, bearing even Date with these Presents, made between, &c. purporting a Grant and Release of the said Messuages, Lands and Hereditaments, lying in — aforesaid, to the said *P. M.* and *P. W.* and their Heirs, in Trust for the said *P. M.* and his Heirs) and also in Consideration of the Sum of 5*s.* a-piece of, &c. to the said *T. H.* and *J. W.* in Hand, &c. severally paid by the said *S. W.* and *W. E.* the several Receipts whereof they do hereby acknowledge, they the said *T. H.* and *J. W.* (by the Direction and Appointment of the said *P. W.* and the said *P. M.* testified by their being Parties to and Signing and Sealing of these Presents) **Have** and each of them **Doth** bargained, sold, transferred and assigned, and by, &c. unto the said *S. W.*

Recital of the Assignment of Judgment, &c. to Mr. T. by way of Mortgage.

Assignment thereof to J. W.

Recital of Mr. M.'s Purchase.

Consideration.

Assignment.

S. W. and *W. E.* their Executors, Administrators and Assigns, **All** and every the said several recited Decrees and Judgments, and all and every Sum and Sums of Money that now are or at any Time hereafter shall be respectively thereon due, payable or recoverable, and also all and every the Messuages, Lands and Hereditaments, and other Matters and Things to which the said *S. B.* was any ways intitled by Virtue of the said Decrees, and which she, as aforesaid, assigned to the said *H. T.* and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, both in Law and Equity, of them the said *T. H.* and *J. W.* of, in or to the same Premises or any Part thereof; **To have and to hold** the said several Decrees, Judgments, Sum and Sums of Money, Messuages, Lands and other the assigned Premises, unto the said *S. W.* and *W. E.* their Executors, Administrators and Assigns, from henceforth for ever, **To** and upon the several Trusts, Intents and Purposes herein after mentioned, limited and declared, that is say, **In Trust** that the said several Decrees, Judgments, and other Matters and Things hereby assigned, shall be and remain in the said *S. W.* and *W. E.* their Executors, Administrators and Assigns, to the Intent to defend and protect, **As well** all and every the said Messuages, Lands, Tenements and Hereditaments, lying in the said Parishes of ——— so, as aforesaid, sold and conveyed to the said *P. M.* and *P. W.* and their Heirs, in Trust as aforesaid; **As also** all other the Lands, Tenements and Hereditaments, which the said *P. W.* Party, &c. or any other Person or Persons in Trust for him, are or stand seized of an Estate of Inheritance in Fee-simple, which he hath and claims by Virtue of the last Will and Testament of the said *P. W.* his Father deceased, or otherwise by Descent as Heir at Law to him, of and from all and every other Judgments, Statutes, Mortgages or other mesne Incumbrances; **And also** that the same Judgments and Decrees, or any Proceedings thereon, shall not at any Time hereafter disturb, charge or incumber any of the said Messuages, Lands and Hereditaments of the said *P. M.* and *P. W.* Party, &c. otherwise than by extending the same for Conformity; and in case of such Extent for Conformity, the same to be **As** for and concerning the said Messuages, Lands and Hereditaments, in the Parishes of ——— aforesaid, **In Trust** for the said *P. M.* his Heirs and Assigns; **And as** for and concerning all other Lands and Hereditaments now belonging to the said *P. W.* Party, &c. as aforesaid, in Trust for him the same *P. W.* his Heirs and Assigns; and also **Upon Trust** that they the said *S. W.* and *W. E.* their Executors, Administrators and Assigns, shall at all Times hereafter permit and suffer the said *P. M.* his Heirs and Assigns, and the said *P. W.* Party, &c. his Heirs and Assigns respectively, to make use of the said Judgments and Decrees in any Court or Courts of Law or Equity, to protect and indemnify the aforesaid Messuages, Lands and Hereditaments of them the said *P. M.* and *P. W.* Party, &c. respectively, of, from and against any such Judgments, Mortgages or other mesne Incumbrances, which might otherwise charge or incumber the same. **And** the said *P. W.* for himself, &c. doth covenant, promise and agree to and with the said *S. W.* and *W. E.* their Heirs and Assigns, and to and with every of them by these Presents, that he the said *P. W.* hath not at any Time or Times heretofore made, done, committed or willingly suffered any former or other Assignment, Release, Act, Matter or Thing, whereby the said Judgments, Mortgages, Decrees and other the hereby assigned Premises, or any of them, are or is vacated or discharged, or, are, is or shall be impeached, charged or incumbered, in Title, Estate or otherwise howsoever, and the said *T. F.* doth, &c. (*The like Covenant, only leaving out the Words Mortgages, Decrees and other the hereby assigned*): **And this Indenture further witnesseth**, that for and in Consideration of the said Sum of ——— so, as aforesaid, paid him by the said *P. M.* and for other the Considerations aforesaid, doth covenant, agree and declare, to and with the said *P. M.* his Heirs and Assigns, in Manner as follows, *viz.* That the said Judgment recovered by the said *M. A.* shall, as far as the same affects or concerns the said Messuages, Lands and Hereditaments in ——— aforesaid, be and remain in the said *M. A.* his Executors and Administrators, for the better Securing and Protecting the same, and the Purchase thereof, to and for the Benefit of the said *P. M.* his Heirs and Assigns, from mesne Incumbrances, and may, at the Costs and Charges of the said *P. M.* his Heirs and Assigns, be made Use of accordingly, and that the said Messuages, Lands and Hereditaments in ——— aforesaid, shall not be extended by or upon the same Judgment, otherwise than for Conformity only; and in Case of any such Extent, the same as to the Messuages, Lands and Hereditaments in ——— aforesaid, shall be in Trust for, and for the Benefit of the said *P. M.* his Heirs and Assigns. **In Witness, &c.**

I approve of this Draught, if these be all the Incumbrances that are upon the Estate.
Gilb. Horsfman.
23d February 1719.

I approve of this Draught,
J. Ward.
6 February 1719.

An Assignment of one Judgment as a collateral Security for Money recovered on another, with a Defeazance to the Assignor, giving him further Time to discharge his Judgment.

THIS Indenture Tripartite, made, &c. **Between** T. T. of, &c. of the first Part, W. F. of, &c. of the second Part, and F. B. of, &c. (a Person nominated by them the said T. T. and W. F. for the Trusts and Purposes herein after mentioned) of the third Part.

Whereas there was lately due and owing from the said T. T. to the said W. F. the Sum of 100*l.* which is secured to him by Virtue of a certain Judgment given to or obtained by the said W. F. against the said T. T. in his Majesty's Court of C. B. as of E. Term, which was in the — Year of the Reign of his present Majesty: **And whereas** by a certain Defeazance dated — (Reciting the said Judgment) *He the said W. F. Hath* thereby covenanted not to take out any Execution or other Process upon the said Judgment against the said T. T. his Goods or Chattels, until *Michaelmas Day* now next ensuing, *As* by the Record of the said Judgment in the said Court of Common Pleas, and the said in Part recited Defeazance, (Relation, &c. respectively, &c.) **And whereas** the said T. T. hath paid to the said W. F. the Sum of 30*l.* in Part of the said Sum of 100*l.* and Interest, secured to him by the said Judgment as aforesaid, and there now remains due to him the said W. F. by Virtue thereof, only the Sum of 70*l.* Principal Money, besides Interest and Costs due on the said Judgment which he the said W. F. doth hereby acknowledge so to be: **And whereas** the said T. T. did as of T. Term now last past, obtain a Judgment in his Majesty's Court of Exchequer Chamber at *Westminster* on a Writ of Error affirmed there, for the Sum of 100*l.* besides Costs of Suit against Sir R. C. Knight of the *Bath*, as by the Records of the same Judgment in the same Court may appear: **And whereas** the said T. T. not being at present able to pay to the said W. F. the said Principal Sum of 70*l.* Interest and Costs now remaining due to him as aforesaid, hath requested of him further Time for so doing, and as and for a further or collateral Security for Payment thereof, he the said T. T. hath proposed and agreed to assign the said Judgment so by him obtained against the said Sir R. C. as aforesaid, and all Monies thereby secured unto the said T. B. *Nevertheless upon the several Trusts*, and in such Manner as herein after in that Behalf is mentioned and expressed, *In Consideration* whereof, *He the said W. F. hath* agreed to give unto him the said T. T. such further Time for Payment of the said remaining Principal Sum of 70*l.* and Interest and Costs, and, on Payment thereof, such Discharge and Satisfaction for the same, in such Manner as herein after in that Behalf is also mentioned and expressed: **Now this Indenture witnesseth**, that he the said W. F. (in pursuance of his said recited Agreement, and in Consideration of the Assignment herein after made by the said T. T. to the said F. B. of the said Judgment obtained by him against the said Sir R. C. as aforesaid, upon the Trusts herein after mentioned) **Doth** covenant, promise, grant and agree to and with the said T. T. his Heirs, Executors, Administrators and Assigns, and to and with every of them by these Presents, that he the said W. F. his Executors, Administrators or Assigns or any of them, shall not, nor will take or sue out, or cause to be taken or sued out, any Writ or Writs of Execution or other Process, nor take any Advantage whatsoever against the said T. T. his Executors or Administrators, or his or their Goods, Chattels, Lands or Tenements, upon the said first recited Judgment so by him the said W. F. obtained against the said T. T. as aforesaid, for the said Principal Sum of 70*l.* and Interest and Costs now remaining due thereon, until from and after the Feast-Day of St. *Michael* the Archangel, which will be in the Year of our Lord 17 —. **And this Indenture further witnesseth**, that the said T. T. in Consideration of the Premises, and in Pursuance of his before recited Agreement, and to the Intent that the said remaining Principal Sum of 70*l.* and Interest and Costs, so now remaining due from him to the said W. F. as aforesaid, may be paid to him as soon as the same can or may be, and for and in Consideration of the Sum of 5*s.* of lawful Money to him paid by the said F. B. at or before the Executing hereof, the Receipt whereof is by him hereby acknowledged, and for divers, &c. **He the said T. T. Hath** bargained, sold, assigned, transferred and set over, **And** by these Presents (by and with the Consent and Approbation of the said W. F. testified, &c.) **Doth**, &c. unto the said F. B. his, &c. **As well** the said recited Judgment so by him the said T. T. obtained against the said Sir R. C. as aforesaid, **As also** the said Sum of 100*l.* thereby recovered, and all and every other Sum and Sums of Money whatsoever, thereby due and payable, and the full Benefit and Advantage of the same Judgment, and of all Monies thereon due or to become due and payable by Virtue thereof, **And all** Forfeitures, Benefit and Advantage whatsoever, to be had, made or taken, by Virtue of any Execution or Executions, or other Process whatsoever to be sued out upon the same Judgment, and all the Right, Interest, Property, Claim and Demand whatsoever,

Recitals, viz.
As to Mr. T.'s
Judgment to
Mr. F. and
his Defeazance thereon
for 100*l.*

As to 30*l.*
being paid
thereof.

As to the
Judgment obtained by Mr.
T. against Sir
R. C. in Error.

As to the Agreement for
further Time
to Mr. T. and
Assignment of
Sir R.'s Judgment as a
collateral Security.

Mr. F.'s Defeazance to
Mr. T.

Mr. T.'s Assignment of
Sir R. C.'s
Judgment to
Mr. B.

either at Law or in Equity of him the said T. T. or of any other Person or Persons in Trust for him, of, in and unto the said last mentioned Judgment, and Monies thereby secured and every Part thereof; **To have and to hold** the said last mentioned Judgment, and all Sum ^{Habendum.} and Sums of Money thereby due or payable, and the full Benefit and Effect thereof, and all and singular other the hereby assigned Premises unto and to the Use of the said F. B. his Executors, Administrators and Assigns from henceforth for evermore, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as he the said T. T. could or might have had, held, received or enjoyed the same, in case these Presents had not been made; **Nevertheless** to, for and upon the several Trusts, Intents and Purposes herein ^{Trusts.} after mentioned and expressed, of and concerning the same, viz. Upon the special Trust that he the said F. B. his Executors, Administrators or Assigns, upon his or their Recovery or Receipt of the said hereby assigned Monies and Premises, shall and do in the first Place pay thereout unto the said W. F. his Executors, Administrators or Assigns, the said remaining Principal Sum of 70*l.* Interest and Costs so now remaining due to him from the said T. T. as aforesaid, together with all Interest that shall or may become due to the said W. F. on the said first mentioned Judgment, in full Discharge and Satisfaction of all Monies due to him by Virtue thereof, and from and after full Payment thereof, and subject thereunto, and also from and after Payment out of the Residue of the hereby assigned Monies, of all Costs, Charges, Damages and Expences which he the said F. B. his Executors, Administrators or Assigns shall or may sustain, suffer or be put unto in the Execution of the Trusts hereby in him and them reposed, and which he and they are hereby enabled and impowered in the second Place to deduct and retain out of the same Monies, to his and their own Use and Benefit, and also subject thereunto; then upon this further Trust, that he the said F. B. his Executors or Assigns, shall and will pay or assign all the Residue of the said hereby assigned Monies, when and as the same shall be by him or them received by Virtue of these Presents, unto the said T. T. his Executors, Administrators or Assigns, to and for his and their own Use and Benefit, and to or for no other Trust, Use, Intent or Purpose whatsoever; **And** for the better and more effectual enabling the said F. B. his Executors and Assigns, to recover and receive all and ^{Letter of At-} singular the said hereby assigned Monies and Premises, nevertheless to, for and upon the several Trusts, Intents and Purposes aforesaid, he the said T. T. **hath** nominated, authorized, constituted and appointed, and by these Presents **Doth** nominate, &c. and in his Place and Stead put the said F. B. his Executors and Assigns, the true and lawful Attorney and Attornies of him the said T. T. in the Name of him the said T. T. his Executors or Administrators, or otherwise, to sue out and prosecute any Execution or Executions, or other Process against the said Sir R. C. his Heirs, Executors or Administrators, or his or their Lands or Tenements upon the said hereby assigned Judgment, and to do all and every such other lawful Acts and Things as shall be advised and thought fit, for the Recovering and Payment of all and singular the said hereby assigned Monies and Premises, and upon Receipt thereof, to acknowledge Satisfaction upon Record of the same Judgment, or to give any other proper and sufficient Releases or Discharges for the same, and finally to make, do and execute all and every such further and other lawful Acts or Things, as well for the Obtaining, Recovering and Receiving of all and singular the said hereby assigned Monies and Premises, as also for the Releasing and Discharging thereof, or of any Part thereof, and that as fully, effectually and absolutely, and in as large and ample Manner to all Intents and Purposes whatsoever, as he the said T. T. could or might have done the same if personally present, or as if these Presents had not been made; and he the said T. T. doth hereby allow, ratify and confirm all such lawful Acts and Things, as he the said F. B. his Executors or Assigns, shall do or cause to be done by Virtue of these Presents; **Nevertheless** upon the several Trusts aforesaid: **And** the said T. T. for ^{Mr. T. cove-} himself, his, &c. doth covenant, &c. to and with the said F. B. his, &c. by, &c. viz. that ^{nants, viz.} he the said T. T. hath not assigned or released the said hereby assigned Judgment, or any Sum ^{hath not as-} or Sums of Money thereby secured or thereon due or payable, or any Part thereof; and that ^{signed Judg-} he the said T. T. his, &c. shall not, nor will at any Time hereafter assign, release or discharge ^{ment;} the said hereby assigned Judgment, or the Monies thereby secured, or any Part thereof, or ^{nor to release} any Execution or Process to be brought thereupon, without the Consent and Direction in any Execu- ^{the same, or} tion, &c. Writing first had and obtained of the said W. F. his, &c. for that Purpose, under his or ^{without Con-} their Hands and Seals. **And** the said W. F. for himself, his, &c. doth further covenant, &c. ^{sent.} to and with the said T. T. his, &c. by, &c. that upon Payment to him or them of the said ^{Covenant} remaining Principal Sum of 70*l.* Interest and Costs as aforesaid, out of the said hereby assigned ^{from Mr. F.} Monies and Premises, by Virtue of the Trusts aforesaid; or in Default thereof, then if he ^{on Payment of} the said T. T. his, &c. shall well and truly pay the same to him or them, on or before the ^{his Monies, to} said Feast-Day of St. Michael the Archangel which will be in the Year of our Lord, &c. shall ^{acknowledge} and will at the proper Costs and Charges in the Law of him the said T. T. his Heirs, Exe- ^{Satisfaction.} cutors or Administrators, acknowledge Satisfaction upon the Record of the said first recited Judgment

Agreement if
Monies not
paid before
Michaelmas
— then Mr.
F. may sue
out Execution.

Provido that if
the assigned
Premises had
not recovered
or received
before the
Day, then the
same to be re-
assigned.

Judgment so obtained against him the said *T. T.* by the said *W. F.* as aforesaid. And it is hereby agreed and declared by and between all the said Parties to these Presents, that in Case the said remaining Principal Sum of 70*l.* Interest and Costs as aforesaid, shall not be paid to the said *W. F.* his Executors, Administrators or Assigns, in Manner as aforesaid, on or before the said Feast-Day of *St. Michael the Archangel*, which shall be in the Year of our Lord — then and in such Case, it shall and may be lawful to and for the said *W. F.* his Executors or Assigns, at any Time then after, to sue out and prosecute any Writ or Writs of Execution, or other Process whatsoever upon the said first recited Judgment, according to due Course of Law, or do any other lawful Act or Acts whatsoever for the Recovering and Receiving the said Principal Sum of 70*l.* Interest and Costs as aforesaid; any Thing herein contained to the contrary thereof in any wise notwithstanding. **Provided always, and lastly** it is hereby further agreed and declared by and between all the Parties hereunto, and the true Intent and Meaning of them and of these Presents is, that in case the said hereby assigned Monies and Premises, can or shall not on or before the said *Michaelmas-Day* — be recovered and received by the said *F. B.* his Executors, Administrators or Assigns, and be by him and them paid and satisfied upon the Trusts aforesaid; then and in such Case, he the said *F. B.* his Executors or Assigns, (at the Request and Charge of him the said *T. T.* his Executors, Administrators or Assigns) shall and will re-assign all and singular the hereby assigned Monies and Premises, or so much thereof, as shall not then be by him or them received and applied for the Purposes aforesaid, unto the said *T. T.* his Executors, Administrators or Assigns, or as he or they shall direct or appoint; any Thing in these Presents contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

XXII. Of Leases for Lives and Years, and other Grants of and Interests in Terms for Life and Years in Lands, &c. (a) absolute.

An Assignment of a Lease, with the usual and necessary Covenants.

Recital of the
Lease.

Consideration
of the Assign-
ment.

Parcels:

Habendum.

THIS Indenture made the — Day of — in the — Year of the Reign, &c.
Between *A. B.* of — in the County of *B. Gent.* of the one Part, and *C. D.* of — in the County of *M. Grocer*, of the other Part. **Whereas** in and by one Indenture of Lease bearing Date the — Day of — in the Year of our Lord 1750. and made or mentioned to be made between *E. F.* of — in the said County of *B. Gent.* of the one Part, and the said *A. B.* of the other Part, **He** the said *E. F.* for the Considerations therein mentioned, did demise, grant, lease, set and to Farm let, (*as penned in the Lease*) unto the said *A. B.* **All** that Messuage, &c. situate, &c. (*pursue the Words of the Lease for the Description, &c.*) **To hold** unto the said *A. B.* his Executors, Administrators and Assigns, from the Feast Day of *St. Michael* then last past, for and during and unto the full End and Term of 44 Years from thence next ensuing, at and under the yearly Rent of — *l.* payable in the Manner as therein is mentioned, and subject to the Covenants therein contained, as in and by the said in Part recited Indenture of Lease, Relation being thereunto had, will more fully appear: **Now this Indenture witnesseth**, that the said *A. B.* for and in Consideration of the Sum of — *l.* of lawful Money of *Great Britain*, to him in Hand paid by the said *C. D.* at and before the Sealing and Delivery of these Presents, the Receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and therefrom doth acquit, release and discharge the said *C. D.* his Executors, Administrators and Assigns, **hath granted, bargained, sold, assigned, transferred and set over, and by these Presents Doth grant, bargain, sell, assign, transfer and set over** unto the said *C. D.* his Executors, Administrators and Assigns, **All** that the said Messuage or Tenement and Premises above-mentioned to be demised and leased to him the said *A. B.* in and by the said recited Indenture of Lease as aforesaid, and every Part and Parcel thereof; and also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Property, Benefit, Advantage, Claim and Demand whatsoever of him the said *A. B.* of, in and to the same, or of, in or to any Part or Parcel thereof, together with the said recited Indenture of Lease; **To have and to hold** the said Messuage or Tenement and Premises above-mentioned, and hereby granted and assigned, or meant or intended so to be, and every Part and Parcel thereof with the Appurtenances, together with the said recited Indenture of Lease, unto the said *C. D.* his Executors, Administrators and Assigns, for and during all the Rest, Residue and Remainder, yet to come and unexpired of and in the said Term of 44 Years in and by the said in Part recited Indenture of Lease granted, in as full, large,

(a) See further for conditional Assignments, and Tit. *Mortgages*.

large, ample and beneficial Manner and Form to all Intents and Purposes, as he the said *A. B.* his Executors, Administrators or Assigns, might, should, could or ought to have had, held and enjoyed the same, by Virtue or Means of the said in Part recited Indenture of Lease, or otherwise howsoever. **And** the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, by these Presents in Manner and Form following (that is to say), that for and notwithstanding any Act, Matter or Thing, by him had, made, done, committed, or wittingly or willingly suffered to the contrary, the said recited Indenture of Lease is at the Time of the Sealing and Delivery of these Presents a good and effectual Lease, valid in the Law, of and for the said Premises thereby demised, and in no wise surrendered, forfeited, or become void or voidable in the Law; **And** that he the said *A. B.* for and notwithstanding any such Act, Matter or Thing as aforesaid, now hath in himself good Right, full Power and lawful and absolute Authority to bargain, sell, assign and set over the said recited Indenture of Lease, and the said Messuage, Tenement and Premises, with the Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, in Manner and Form aforesaid; **And also** that he the said *C. D.* his Executors, Administrators and Assigns, shall or lawfully may from Time to Time and at all Times hereafter, for and during all the Rest, Residue and Remainder yet to come and unexpired of the said Term of 44 Years in and by the said recited Indenture of Lease granted, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, and all and singular other the Premises herein before mentioned or intended to be hereby assigned, with their and every of their Appurtenances, without the lawful Let, Suit, Trouble, Damage, Molestation, Eviction, Disturbance, Hindrance or Interruption of or by him the said *A. B.* his Executors, Administrators or Assigns, or of or by any other Person or Persons lawfully claiming or to claim from, by or under him, them or any of them, or by his, their or any of their Act, Means, Consent, Neglect, Default, Privity or Procurement; and that free and clear and freely and clearly acquitted, exonerated and discharged, or by him the said *A. B.* his Executors, Administrators or Assigns, well and sufficiently saved, defended, kept harmless and indemnified of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Assignments, Surrenders, Forfeitures, Rents, Arrearages of Rents; and of and from all other Estates, Titles, Troubles, Charges and Incumbrances had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or wittingly or willingly suffered by him the said *A. B.* or by, through, with or under his Act, Means, Consent, Privity, Neglect, Default or Procurement; **And further**, that he the said *A. B.* his Executors, Administrators and Assigns, and all and every other Person or Persons lawfully having, or claiming or to claim any Estate, Right, Title or Interest, of, in, to or out of the said hereby assigned Premises, or any Part thereof, by, from or under him, shall and will from Time to Time and at all Times hereafter, at the reasonable Request, and at the proper Costs and Charges in the Law of the said *C. D.* his Executors, Administrators or Assigns, make, do and execute all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Assurance and Assurances in the Law whatsoever, for the further, better and more absolute assigning, confirming and assuring of the said Messuage or Tenement and Premises hereby assigned, with their Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, for and during all the Residue and Remainder of the said Term of 44 Years, which shall be then to come and unexpired, as by the said *C. D.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required; so as such further Assurances or Conveyances continue or extend to no further or other Warranty or Covenant, than against the Acts of the Person or Persons making the same; and so as such Person or Persons, who shall be required to make the same, be not compelled or compellable to go or travel from their respective Places of Abode for the doing thereof. **And** the said *C. D.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *A. B.* his Heirs, Executors and Administrators, by these Presents in Manner and Form following (that is to say), that he the said *C. D.* his Executors, Administrators or Assigns, or some of them, shall and will from Time to Time and at all Times hereafter, well and truly pay the Rent, and perform the Covenants and Agreements in the said recited Indenture of Lease reserved and contained, which, on the Tenant's or Lessee's Part from the Feast Day of, &c. are and ought to be paid and performed, according to the true Intent and Meaning of the said Indenture of Lease; and thereof and therefrom, and of, from and against all Actions, Suits, Costs, Charges, Expenses, Troubles, Damages and Demands whatsoever, which shall or may arise, happen, be commenced or prosecuted against the said *A. B.* his Heirs, Executors or Administrators, or which he, they or any of them, shall or may sustain, suffer or be put unto, for or by Reason or Means of the Non-payment of the Rent, or the Breach or Non-performance of the said

Covenant that the Lease is a good Lease and valid;

and that he hath Power to assign,

for quiet Enjoyment,

free from Incumbrances, and to save harmless.

For further Assurance.

Assignee covenants to pay the Rent, &c.

and indemnify the Assignee therefrom, and from all Costs, &c.

Covenants or Agreements, or any of them, shall and will at all Times hereafter well and sufficiently save, defend, keep harmless and indemnified the said *A. B.* his Heirs, Executors and Administrators for ever, by these Presents. **In Witness** whereof, &c.

N. B. Where nothing (Good Will) is given for the Assignment of a Lease, let the Consideration be 5 s. and Payment and Performance of Rent and Covenants in the Lease contained.

Where the Thing is of small Concern the Covenants may be abridged, or some omitted, to shorten the Deed: Some will insert only these, That the Lease is good, and for quiet Enjoyment.

Sometimes, especially where there is not to be a Counterpart of the Assignment, it is necessary to take a Bond for the Assignee to indemnify the Assignor against Payment of the Rent, &c. and then the Covenants on the Assignee's Part may be omitted, if you would shorten the Deed.

Another by Indorsement.

KNOW all Men by these Presents, that I the within named *A. B.* for and in Consideration of the Sum of — *l.* of lawful Money of Great Britain to me in Hand paid by *C. D.* of, &c. the Receipt whereof is hereby acknowledged, **Have** bargained, sold, assigned, transferred and set over, and by these Presents **Do** bargain, sell, assign, transfer and set over, unto the said *C. D.* his Executors, Administrators and Assigns, the within contained Indenture of Lease, together with all and singular the Messuage, Tenement and Farm, Close of arable Land, Meadows, Orchards, and all and singular other the Tenements and Premises within contained, and to me, my Executors, Administrators and Assigns, thereby granted and demised; **To have and to hold** the said within contained Indenture of Lease, and the said Messuage, &c. and Premises, with the Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, for and during all the Rest, Residue, and Remainder now to come and unexpired, of and in the said Term of 17 Years in and by the said within Indenture of Lease to me granted and demised as aforesaid, in as full, large, ample and beneficial Manner and Form, as I the said *A. B.* might or could have had, held and enjoyed the same, in case these Presents had not been made; **Subject nevertheless** to the Payment of the yearly Rent, and Performance of all and singular the Covenants, Conditions, Provisoes and Agreements, in and by the same reserved and contained, and which, on the Part and Behalf of the Lessee and his Assigns, are and ought to be paid, performed, fulfilled and kept; **And** I the said *A. B.* do hereby for myself, my Executors and Administrators, covenant, promise and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, that I have not at any Time heretofore made, done or committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Means whereof the said within Indenture of Lease, or the Residue of the said Term thereby granted, or any the Premises thereby demised, and hereby assigned or intended to be hereby assigned to the said *C. D.* is, are, shall or may be impeached, forfeited, merged, or made void or voidable, or incumbered in any wise howsoever; **And** that he the said *C. D.* his Executors, Administrators and Assigns, shall or may peaceably and quietly have, hold, use, occupy, possess and enjoy the same Premises from henceforth for and during all the Rest, Residue and Remainder of the said Term of 17 Years therein and thereby granted and demised, without any the lawful Let, Suit, Trouble, Hindrance, Molestation, Disturbance or Interruption of or by me the said *A. B.* my Executors or Administrators, or any other Person or Persons claiming or to claim by, from or under me. **In Witness** whereof I have hereunto set my Hand and Seal this — Day of — in the Year of our Lord 1755.

Bond to indemnify Lessee against the Rent and Covenants in the Lease is necessary. See Bond.

Assignment of Leases by Executors, with Exceptions, &c.

THIS Indenture made, &c. Between *T. P.* of, &c. Esq; *W. P.* of, &c. Gent. and *J. B.* of, &c. Executors of the last Will and Testament of *S. P.* late of, &c. Esq; and Citizen and Grocer of London, deceased, of the one Part, and *E. H.* of, &c. Brewer, of the other Part: **Whereas** by Indenture of Lease bearing Date, &c. Sir *W. L.* of, &c. Bart. did demise to *J. H.* Citizen and Draper of London, **All** that Piece or Parcel of Ground, being Part of, &c. otherwise called, &c. lying on the East Side of a Street called, &c. and abutting in such Manner, and containing such Dimensions, as in and by the said Indenture of Lease, and the Scheme or Ground-Plot thereunto annexed, are particularly described and set forth, together with all Ways, Passages, Water-Courses, Profits, Commodities and Appurtenances

nances whatsoever, to the said Piece or Parcel of Ground belonging or appertaining; **To hold** to the said *J. H.* his Executors, Administrators and Assigns, from *Midsummer* then last past, for the Term of sixty-two Years and a half, at a Pepper-Corn Rent for the first two Years and a half, and the yearly Rent of 28*l.* for the Residue of the said Term, payable quarterly; **And whereas** the said Sir *W. L.* by one other Indenture of Lease, bearing Date on or about the said, *Ec.* did demise to the said *J. H.* **All** that other Piece or Parcel of Ground, being Part of the said Field commonly called, *Ec.* otherwise, *Ec.* aforesaid, lying on the South Side of a Way or Street leading towards, *Ec.* commonly called, *Ec.* and abutting in such Manner, and containing such Dimensions, as in and by the last mentioned Indenture of Lease, and the Scheme or Ground-Plot thereunto annexed are particularly described and set forth, together with all Ways, Passages, Water-Courses, Profits, Commodities and Appurtenances whatsoever, to the said last mentioned Piece or Parcel of Ground belonging or appertaining; **To hold** to the said *J. H.* his Executors, Administrators and Assigns, from *Midsummer* then last past, for the Term of sixty-two Years and an half, at a Pepper-Corn Rent for the first two Years and an half, and the yearly Rent of 10*l.* for the Remainder of the said Term; **And whereas** the said *J. H.* by Indenture of Assignment, bearing Date on or about the, *Ec.* (for the Considerations therein mentioned) did bargain, sell and assign to *S. T.* of *London, Esq;* the said two several before recited Indentures of Lease, and the said respective Pieces or Parcels of Ground thereby demised; **And also** all those sixteen Messuages or Tenements then erected and built in or upon the said two Pieces or Parcels of Ground, or some Part thereof, and then or then late in the several Tenures or Occupations of *J. B. W. C. J. J. R. P. J. T.* and the said *J. H.* their several Lessees, Under-Tenants or Assigns; and all other the Messuages or Tenements, Edifices, Erections, Structures and Buildings then erected, set up or built in or upon the said two Pieces or Parcels of Ground, or either of them, with their and every of their Appurtenances; **And** all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *J. H.* of, in, to or out of the Premises or any Part thereof in any wise howsoever; **To hold** to the said *S. T.* his Executors, Administrators and Assigns from thenceforth during all the Residue and Remainder of the said several Terms of sixty-two Years and a half then to come and unexpired; **And whereas** the said *S. T.* then Sir *S. T.* by Indenture of Assignment under his Hand and Seal, bearing Date on or about the, *Ec.* (for the Considerations therein mentioned) did bargain, sell and assign unto the above named *S. P.* the said two several recited Indentures of Lease, and the said recited Indenture of Assignment, and the said two Pieces of Ground, and the said several Messuages, Tenements, and all other the Premises by the said Indentures of Lease and Indenture of Assignment demised or assigned with their and every of their Appurtenances, and all his Estate and Interest therein; **To hold** to the said *S. P.* his Executors, Administrators or Assigns from thenceforth, for and during all the Residue and Remainder of the said two several Terms of sixty-two Years and a half, in and by the said two several recited Indentures of Lease granted, then to come and unexpired; as in and by the said several recited Indentures of Lease and Indentures of Assignment, Relation being thereunto respectively had, may more fully appear; **And whereas** all the Estate and Interest of the said *S. P.* of and in the said two several recited Indentures of Lease and Indentures of Assignment, and the Premises thereby demised or assigned, are become legally vested in the said *T. P. W. P.* and *J. B.* as Executors to the said *S. P.* and Devises of the Residue of his Estate: **Now this Indenture witnesseth**, That they the said *T. P. W. P.* and *J. B.* for and in Consideration of the Sum of, *Ec.* of lawful Money of *Great Britain*, to them, some or one of them, in Hand, at or before the Sealing or Delivery hereof, by the said *E. H.* well and truly paid, the Receipt whereof they do hereby acknowledge, and thereof and of and from every Part and Parcel thereof do fully, clearly and absolutely release, acquit and discharge the said *E. H.* his Executors, Administrators and Assigns, and every of them by these Presents, **Have** and each of them **hath** bargained, sold, assigned and set over, and by these Presents do, and each of them doth fully, clearly and absolutely, bargain, sell, assign and set over, unto the said *E. H.* his Executors, Administrators and Assigns, the said two several recited Indentures of Lease and Indentures of Assignment, and the said two Pieces or Parcels of Ground, with the said sixteen Messuages or Tenements, and all other Messuages or Tenements, Edifices, Structures, Erections and Buildings whatsoever, in or upon the said two Pieces or Parcels of Ground, or any Part thereof erected, set up or built; and all Ways, Passages, Water-Courses, Lights, Easements, Yards, Gardens, Backsides, Cellars, Solars, Chambers, Rooms, Outlets, Grounds, Lands, Emoluments, Profits, Commodities, Privileges, Advantages and Appurtenances whatsoever, to the said Pieces or Parcels of Ground, Messuages or Tenements, and other the Premises, or any Part thereof, of Right belonging or appertaining, or with the same demised, held, used or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or any Part thereof, by Virtue, Force or Means of the said two recited Indentures of Lease and Indenture of Assignment, or any of them, or any Grant, Article, Covenant,

Recital of another Lease. The Premises.

The Habendum.

Assignment of the said Leases.

The Habendum.

Assignment of the Assignment.

The Habendum.

Which Leases and Assignments are legally vested in Executors, who in Consideration of a Sum of Money assign the same.

The Habendum.

Covenant, that the said Leases, &c. are good and valid, and not incumbered, forfeited, void or voidable.

And that the Assignors have full Power to assign the same.

Covenant for quiet Enjoyment.

And to save harmless, &c.

Excepting the Rents, &c.

And an Indenture of Lease.

nant, Clause, Act, Power or Thing whatsoever, in or by them, or any of them comprised, contained, specified, mentioned, or springing or arising in any wise howsoever; **And** the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of every or any Part or Parcel thereof; **And** all Rents and yearly Profits reserved, due, or payable by or upon any Leases, Grants or Demises made of the Premises, or any Part thereof, together with the Counterparts of all such Leases, Grants or Demises, and also all the Estate, Right, Title, Interest, Term and Terms of Years yet to come and unexpired, Use, Trust, Property, Possession, Claim and Demand whatsoever, both at Law and in Equity of them the said *T. P. W. P.* and *J. B.* of, in, to or out of the said Ground, Messuages, Tenements, Buildings, and other the Premises, every or any of them in any wise howsoever; **To have and to hold** the said two several Pieces or Parcels of Ground, Messuages, Tenements, Erections and Buildings, and all and singular other the Premises herein before mentioned, or intended to be hereby sold or assigned, with their and every of their Appurtenances, unto the said *J. H.* his Executors, Administrators and Assigns, from the Feast-Day of the Annunciation of the Blessed Virgin *Mary*, last past before the Date hereof, for and during all the Residue and Remainders of the said two several Terms of sixty-two Years and an half, in or by the said two several recited Indentures of Lease respectively granted, then to come and unexpired. **And** the said *T. P. W. P.* and *J. B.* for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and for their several and respective Acts and Deeds, and not the one for the other, or for the Heirs, Executors or Administrators, or for the Acts or Deeds of the other of them, do covenant, promise and agree, to and with the said *E. H.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; (that is to say,) That for and notwithstanding any Act, Matter or Thing, by them or any of them respectively had, made, done, committed, or wittingly or willingly suffered to the contrary, (except as herein after is excepted) the said two several recited Indentures of Lease are at the Time of the Sealing and Delivery of these Presents, good and effectual Leases, valid in the Law, of and for the Premises thereby respectively demised, and not any way surrendered, forfeited, or become void or voidable in the Law; **And** that they the said *T. P. W. P.* and *J. B.* for and notwithstanding any such Act, Matter or Thing as aforesaid, (except as herein after is excepted) now have in themselves good Right, full Power, and lawful and absolute Authority, to bargain, sell, assign and set over the said two recited Indentures of Lease, and the said two Pieces or Parcels of Ground, Messuages or Tenements, and all other the said hereby assigned Premises, with their Appurtenances, &c. unto the said *E. H.* his Executors, Administrators and Assigns, in Manner and Form aforesaid; **And also**, That he the said *E. H.* his Executors, Administrators and Assigns, shall or lawfully may from Time to Time, and at all Times hereafter, for and during all the Rest and Residue yet to come and unexpired of the said two several Terms of sixty-two Years and an half, in or by the said two recited Indentures of Lease respectively granted, peaceably and quietly have, hold, occupy, possess and enjoy the said two several Pieces or Parcels of Ground, Messuages or Tenements, and all and singular other the Premises herein before mentioned or intended to be hereby assigned, with their and every of their Appurtenances, without any lawful Let, Suit, Trouble, Denial, Molestation, Eviction, Disturbance, Hindrance or Interruption, of or by them the said *T. P. W. P.* and *J. B.* or any of them respectively, or their respective Executors, Administrators or Assigns, or of or by any other Person or Persons lawfully claiming or to claim, from, by or under them, or any of them, or under the said *S. P.* deceased, or by or their or any of their Act, Means, Consent, Neglect, Default or Procurement respectively; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or by them the said *T. P. W. P.* and *J. B.* their Executors, Administrators or Assigns, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Assignments, Surrenders, Forfeitures, Rents, Arrearages of Rents, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or wittingly or willingly suffered, by them the said *T. P. W. P.* and *J. B.* or any of them respectively, or the said *S. P.* deceased, or by, through, with, or under their or any of their Act, Means, Consent, Privy, Neglect, Default or Procurement. **Excepting always** the Rent, Covenants and Agreements, reserved and contained in or by the said two several recited Indentures of Lease, which from the said Feast-Day of the Annunciation of the Blessed Virgin *Mary* now last past, on the Tenants or Lessees Part and Behalf, shall grow due, or ought to be kept and performed; **And also except** one Indenture of Lease bearing Date, &c. made by the said *T. P. W. P.* and *J. B.* to the said *E. H.* together with *W. H.* of a Triangular Piece of Ground, lying, &c. being Part of the said hereby assigned Premises, for the Term of eighteen Years, and one Quarter of a Year, commencing from the Feast-Day of the Annunciation of the Blessed Virgin *Mary* then last past, at the Rent, &c.

£c. of 17s. 6d. for the first Quarter of a Year of the said Term, and the yearly Rent of 3l. 10s. for the Remainder of the said Term: **And also except** several Indentures of Lease made by the said J. H. and the said Sir S. T. or one of them, to J. B. W. C. J. J. J. T. and the said J. H. of several Parts of the said two Pieces or Parcels of Ground, or the Buildings thereon erected, for several Terms of Years expiring at or about *Midsummer*, which will be in the Year, £c. whereupon several yearly Rents are reserved, amounting in the whole to the Sum of, £c. which said several yearly Rents, together with the above mentioned yearly Rent of, £c. reserved upon the said excepted Lease made to the said E. H. and W. H. are from, £c. now last past to become due and payable to the said E. H. his Executors, Administrators and Assigns; **And also except** such Right or Title as may be remaining in any Person or Persons, in or to a certain Lease granted by the said Sir S. T. to the said J. H. of the said Piece of Ground now demised by the said first above excepted Lease to the said E. H. and W. H. for fifty-nine Years, three Quarters of a Year, and eleven Weeks from, £c. at the yearly Rent, £c. which said Lease was voided by the Re-entry of the said T. P. W. P. and J. B. for Non-payment of the said yearly Rent of, £c. none or but a very small Part thereof having been paid since the making of the above mentioned Assignment from the said Sir S. T. to the above named S. P. **And further**, That they the said T. P. W. P. and J. B. respectively, and their respective Executors, Administrators and Assigns, and all other Person or Persons lawfully having or claiming, or to claim any Estate, Right, Title or Interest, of, in, to or out of the said hereby assigned Premises, or any Part thereof, by, from or under them, or any of them respectively, (other than such Person or Persons, as are or shall be intitled to the said assigned Premises or any Part thereof, by Virtue of the said excepted Leases, or any of them, for or in Respect of the said excepted Leases only) shall and will from Time to Time, and at all Times hereafter, at the reasonable Request, £c. — *This Covenant, with the Covenant for Payment of the Rent, and to save harmless, &c. as in the preceding Lease.*

Excepting also several Indentures of Lease.

Covenant for further Assurance.

Assignment, by one Joint Lessee to the other, of all his Interest and Estate in the Lease.

To all to whom these Presents shall come, I J. W. of, £c. send Greeting. **Whereas** Sir W. T. Sir J. M. Sir W. P. Sir H. L. Knt. and Aldermen of the City of London, and Sir P. R. Knt. Alderman and Chamberlain of the said City, by their Indenture of Lease under their several Hands and Seals bearing Date, £c. made between the said Sir W. T. £c. of the one Part, and C. A. of, £c. Gent. and the said J. W. of the other Part, reciting as therein is recited, for the Considerations therein mentioned, did lease, set, and to Farm let unto the said C. A. and J. W. **All** that their new built Messuage or Tenement, with the Appurtenances, situate, £c. containing, £c. **To have and to hold** the aforesaid Messuage or Tenement, with the Appurtenances, unto the said C. A. and J. W. their Executors, Administrators and Assigns, from the Feast-Day of, £c. then last past, before the Date of the said Indenture, for and during and unto the full End and Term of, £c. from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year during the said Term, unto the said Sir W. T. £c. their Executors, Administrators or Assigns, or to the major, £c. for the Time being, their Successors or Assigns, at or within the publick Compting-house in the, £c. the yearly Rent or Sum of, £c. at the four most usual Feast-Days or Terms of the Year therein specified, by even and equal Portions, as in and by the said recited Indenture of Lease, wherein divers other Covenants, Clauses, Conditions and Agreements are contained, Relation being thereunto had, may more fully and at large appear: **Now this Indenture witnesseth**, That I the said J. W. for and in Consideration of the Sum of, £c. by the said C. A. to him the said J. W. in Hand at or before the Ensealing and Delivery of these Presents well and truly paid, the Receipt whereof he the said J. W. doth hereby acknowledge, and himself to be therewith fully satisfied, contented and paid, and thereof and from every Part thereof doth hereby acquit, exonerate and discharge the said C. A. his Executors, Administrators and Assigns, and every of them by these Presents, and also for divers other good Causes and valuable Considerations, him the said J. W. thereunto moving, **hath** granted, bargained, sold, aliened, assigned, remised, released, and for ever quit-claimed, and by these Presents doth grant, bargain, sell, alien, assign, remise, release and for ever quit-claim unto the said C. A. **All** the Estate, Right, Title, Interest, Term of Years to come, Claim, Profit, Property or Demand whatsoever, which he the said J. W. now hath, or which he, his Executors, Administrators or Assigns, at any Time hereafter may or ought to have, of, in or to the said recited Indenture of Lease, or the Messuage or Tenement thereby demised, with the Appurtenances, and every or any Part or Parcel thereof; **To have and to hold** the said recited Indenture of Lease, and the said Messuage or Tenement and Premises, and every Part and Parcel thereof, unto the said C. A. his Executors, Administrators and Assigns, to the only proper

Recital of the Lease.

The Habendum.

The Reddendum.

Covenant of the Assignment of the said Lease.

Habendum for the Residue of the Term.

proper Use and Behoof of him the said *C. A.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during all the Rest and Residue now to come and unexpired of the said Term of, &c. in and by the said recited Indenture of Lease granted, and fully to be compleat and ended. **And** the said *J. W.* for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise, grant and agree, to and with the said *C. A.* his Executors, Administrators and Assigns, in Manner and Form following, that is to say, **That** the said recited Indenture of Lease, and the Messuage or Tenement aforesaid and Premises, with all and singular the Appurtenances, &c. be, and so from henceforth for and during all the Rest and Residue now to come and unexpired of the said Term of, &c. shall remain and continue, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *J. W.* his Executors and Administrators, well and sufficiently saved, kept harmless and indemnified, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Assignments, Judgments, Executions, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by him the said *J. W.* the Rent and Covenants in and by the said recited Indenture of Lease reserved and contained, which from henceforth for and during all the Rest and Residue of the said Term of, &c. are to be wholly and solely paid and performed by the said *C. A.* his Executors, Administrators and Assigns, only excepted and foreprized. **And also,** That he the said *J. W.* his Executors and Administrators, shall and will at any Time or Times hereafter, upon the Request, and at the proper Costs and Charges in the Law of him the said *C. A.* his Executors, Administrators or Assigns, make and execute to him the said *C. A.* his Executors or Administrators, such further and other Assurance or Assurances of the Premises as by the Counsel Learned in the Law, of him the said *C. A.* his Executors, Administrators or Assigns shall be reasonably advised and directed. **In Witness,** &c.

Covenant that the said Lease and Premises are free from Incumbrances,

Except the Rent and Covenants reserved in the said recited Indenture of Lease. Covenant to make further Assurance.

An Assignment of several Leases for Years, for the Residue of the several Terms therein mentioned.

Recital of a Lease of a Tavern.

Habendum for the Term of 41 Years.

Recital of an Assignment of the said Indenture of Lease.

Recital of an Indenture of Lease of Part of a Toft, &c. to be built on.

THIS Indenture made, &c. **Between** Sir *A. D.* of, &c. Knt. on the one Part, and *G. B.* of *London*, Merchant, of the other Part. **Whereas** the Parson or Rector, and Wardens of the Parish Church of *St. Magnus* the Martyr, near *London Bridge*, by their Indenture of Lease under their Hands and Seals, bearing Date, &c. for the Consideration therein mentioned, did demise, grant, and to Farm let unto *J. P.* of, &c. Vintner, all that Capital Messuage, Tenement or Tavern, with the Appurtenances, then or since called the *Sun Tavern*, situate, lying or being in or near, &c. **To hold** to the said *J. P.* his Executors, Administrators and Assigns, from, &c. which was in the Year, &c. for the Term of one and forty Years, from thence next ensuing and fully to be compleat and ended, under the yearly Rent of, &c. payable at the Days and Times therein mentioned, as in and by the said recited Indenture of Lease, Relation being thereunto had, may more fully and at large appear: **And whereas** the said recited Indenture of Lease, and the Messuage, Tenement or Tavern, with the Appurtenances thereby granted, are by one or more mean Assignment or Assignments, or other Conveyance in the Law, legally come unto and vested in the said Sir *A. D.* for all the Rest and Residue of the said Term of forty-one Years, in and by the said recited Indenture of Lease granted yet to come and unexpired: **And whereas** by Indenture, bearing Date, &c. made or mentioned to be made between *R. J.* Clerk, Rector of the said Parish Church of *St. Magnus*, and *W. C.* Fishmonger, and *R. P.* Haberdasher, Citizens of *London*, Wardens and Keepers of the Goods, Works, Rents and Ornaments of the said Parish Church of *St. Magnus* of the one Part; and the said Sir *A. D.* by the Name of *A. D.* of, &c. Gent. on the other Part; they the said Rector and Church-wardens, as well in Consideration of new Building, as for divers other Considerations therein mentioned, did demise, grant, and to Farm let unto the said Sir *A. D.* so much of all that Toft, Scite, Place and Ground, where before the dismal and dreadful Fire, which happened in *London* in *September 1666*, was and stood the aforesaid Capital Messuage, Tenement or Tavern, with the Appurtenances, called the *Sun*, situate, &c. aforesaid, and then late in the Tenure or Occupation of the above-named *J. P.* as was not then cut off, or appointed to be cut off, or left for the Enlargement of the Street there, which said Toft, Scite, Place and Ground, then was in the Tenure or Occupation of the said Sir *A. D.* his Under-tenants or Assigns, containing the several Dimensions in a Scheme or Draught thereof to the said Indenture of Lease annexed, particularly mentioned, together with all Ways, Passages, Lights, Easements, Cellars, Vaults, Profits, Commodities and Appurtenances whatsoever, to the said demised Part of a Toft, Place and Ground, Messuage and Scite, or

any Part thereof, in any wise appertaining; **To hold** unto the said Sir A. D. his Executors, Administrators and Assigns, from the Feast Day of St. Michael the Archangel, which should be in the Year of our Lord, &c. and from the Expiration, Forfeiture, or sooner Determination of a former Lease, theretofore let to the said J. P. and herein before mentioned and recited, wherein there were to come about, &c. which first or next should happen, for and during the Term of, &c. from the respective intended Commencement or Beginning of the said Demise as aforesaid, next ensuing and fully to be compleat and ended, **Under** the yearly Rent of, &c. for every Year of the said Term, and under the Rent of, &c. for the last three Quarters of a Year, payable Quarterly: **And whereas** by one other Indenture, bearing Date, &c. and made or mentioned to be made between the above named Rector and Churchwardens, on the one Part, and the said Sir A. D. by the Name of A. D. of, &c. Gent. on the other Part, **They** the said Rector and Churchwardens, in Consideration of new Building, and for divers other Considerations therein mentioned, did demise, grant, and to Farm let, unto the said Sir A. D. **All** that Toft, Scite, Place and Ground, where, before the said dreadful Fire of London, stood the aforesaid Messuages or Tenements, with the Appurtenances, called the *Sun Tavern*, as was not then cut off or appointed to be cut off or left for the Enlargement of the Street there, and then late was in the Tenure or Occupation of G. M. and after that of, &c. and after that of A. S. Fishmonger, containing in Length, &c. and in Breadth, &c. together with all Ways, Passages, Lights, Easements, Profits, Commodities and Appurtenances whatsoever, to the said demised Premises belonging or in any wise appertaining; **To hold** to the said Sir A. D. his Executors, Administrators and Assigns, from the Feast-Day of the Nativity of, &c. next following the Day of the Date of the same Indenture, for and during the Term of, &c. from thence next following fully to be compleat and ended, **Under** the yearly Rent of, &c. payable Quarterly, as in and by the said two last recited Indentures of Lease, Relation thereunto being respectively had, may more fully and at large appear: **And whereas** the said Sir A. D. hath since the said late dreadful Fire, erected and built upon the said Toft, Scite, Pieces and Parcels of Ground above mentioned to be granted by the said several recited Indentures of Lease, one Capital Messuage or Tenement, called or known by the Name of the *Sun Tavern*, and now in the several Tenures or Occupations of, &c. or some of them. **Now this Indenture witnesseth**, That the said Sir A. D. as well for and in Consideration of the Sum of 1010*l.* of lawful, &c. to be paid to him the said Sir A. D. by the above named G. B. immediately after the Sealing and Delivery of these Presents, according to a certain Agreement in Writing, under the Hand and Seal of the said G. B. bearing Date, &c. and a Collateral Agreement bearing even Date with these Presents, wherewith the said Sir A. D. doth hereby acknowledge himself fully satisfied and contented, and for divers other good Causes and Considerations him hereunto moving, **hath** granted, bargained, sold, assigned and set over, and by these Presents doth grant, bargain, sell, assign and set over unto the said G. B. **All** the said Toft, Scite, Soil, Pieces or Parcels of Ground, and all and singular other the Premises in and by the said recited Indentures of Lease or any of them demised or granted, or mentioned or intended to be by them or any of them demised or granted, with their and every of their Rights, Members and Appurtenances, and all that the said Capital Messuage or Tenement, with the Appurtenances now erected and built, called or known by the Name of the *Sun Tavern*, as the same is now divided and severally let to and occupied or enjoyed by the said, &c. or some of them, or some of their Under-Tenants or Assigns; and also all the Estate, Right, Title, Interest, Term and Terms of Years yet to come, Property, Profit, Use, Trust, Benefit, Claim and Demand of him the said Sir A. D. either in Law or Equity, of, in or to the Premises, and every or any Part or Parcel thereof, together also with the said several recited Indentures of Lease, and the Assignment or Assignments, or other Conveyances in the Law herein before mentioned and intended, and every of them; **To have and to hold** the said Toft, Scite, Soil, Pieces or Parcels of Ground, Messuage or Tenement, and all and singular other the Premises herein before mentioned or intended to be hereby granted, bargained, sold, assigned and set over, with their and every of their Rights, Members and Appurtenances, unto the said G. B. his Executors, Administrators and Assigns, from henceforth for and during and unto the full End of the several Terms of Years in and by the said several recited Indentures of Lease, or any of them, granted or meant, mentioned or intended to be granted, which are to begin or commence at any Time hereafter, or which are already begun or commenced, and are therein yet to come and unexpired. **And** the said Sir A. D. for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, promise and grant, to and with the said G. B. his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (that is to say) That the said several recited Indentures of Lease at the Time of the Ensealing and Delivery of these Presents, for or notwithstanding any Act, Matter or Thing by the said Sir A. D. done, or to be done or suffered to the contrary, are good, sure, perfect and indefeasible Leases in the Law, of and for all and singular

Habendum for a Term of Years, under a yearly Rent.

Recital of another Indenture of Lease, of another Toft, &c.

Habendum for a Term of Years under a certain Rent payable quarterly.

Recital of Buildings erected on the Premises.

Covenant of Bargain and Sale, by way of Assignment of all the Premises.

Habendum for the several Terms of Years, either begun or to be begun, and yet to come, and unexpired.

Covenant that the said several recited Indentures are good in the Law, &c.

And that the Assignor hath Power to assign the same. Covenant for quiet Enjoyment.

And that the Premises are free from all Incumbrances, except the Rents, &c. in the several recited Indentures mentioned. Except also two other Leases of Part of the Premises.

Covenant to make farther Assurance upon Request.

So as such further Assurances shall contain no further Warranty, &c. than are contained in these Presents. Covenant that the Assignee shall save the Assignor harmless from all Actions,

singular the Premises thereby respectively demised, and for and notwithstanding any such Act, Matter or Thing as aforesaid, so shall stand, remain, continue and be unto the said G. B. his Executors, Administrators and Assigns, from henceforth for and during the several Terms of Years thereby respectively granted, and therein now to come and unexpired, under the Rents, Covenants and Conditions therein respectively mentioned or contained; **And** that the said Sir A. D. now hath in himself good Right, full Power and lawful Authority to grant and assign all and singular the Premises herein before mentioned or intended to be hereby granted and assigned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said G. B. his Executors, Administrators and Assigns, in Manner and Form aforesaid; **And also**, That the said G. B. his Executors, Administrators and Assigns, shall or lawfully may from Time to Time, and at all Times hereafter, during the Continuance of the several Terms of Years in and by the said several recited Indentures of Lease or any of them granted, or meant, mentioned or intended to be granted, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the Premises herein before mentioned or intended to be hereby granted, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, without the lawful Let, Suit, Trouble, Denial, Eviction, Expulsion or Interruption of him the said Sir A. D. his Executors or Administrators, or any of them, or any other Person or Persons whatsoever lawfully claiming or to claim, by, from or under him, them or any of them; **And** that free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged, or otherwise by him the said Sir A. D. his Heirs, Executors or Administrators, or some of them, well and sufficiently saved, kept harmless and indemnified of and from all and all Manner of former and other Grants, Gifts, Bargains, Sales, Leases, Assignments, Mortgages, Surrenders, Forfeitures, Rents, Arrearages of Rent, Debts, Duties, Judgments, Executions, Extents, Statutes, Rights, Titles, Estates, Charges, Troubles and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done or suffered by the said Sir A. D. or any Person or Persons lawfully claiming or to claim, by, from or under him; **Except** the several yearly Rents, Covenants, Conditions and Agreements in and by the said several recited Indentures of Lease reserved, mentioned and expressed, which from henceforth, on the Tenants or Lessees Part are and ought to be paid, performed, fulfilled and kept; **And** also except such Lease or Grant, which the said M. D. now hath or pretends to have for the holding such Part of the said Capital Messuage or Tenement, or Tavern, as is now in his Possession for divers Years to come, at, &c. *per Ann.* **And likewise**, Except one Lease made by the said Sir A. D. to E. F. of, &c. Gent. by Indenture, bearing Date, &c. of so much of the said Capital Messuage, Tenement or Tavern, as is now in the Possession of the above named J. F. Son of the said E. F. his Under-tenants or Assigns, for the Term of, &c. from, &c. last past, before the Date hereof, under the yearly Rent of 100*l.* payable quarterly, which said Rents during the Continuance of the respective Leases or Grants, and all other Rent and Rents issuing out of the Premises, or any Part thereof, shall and may from henceforth be paid, and payable to the said G. B. his Executors, Administrators and Assigns. **And further**, That he the said Sir A. D. his Executors, Administrators and Assigns, and every other Person or Persons, having or lawfully claiming any Estate or Interest, of, in, to, or out of the Premises herein before mentioned and intended to be hereby granted and assigned, or any Part or Parcel thereof, by, from, or under him, at any Time or Times hereafter, shall and will upon the reasonable Request, and at the proper Costs and Charges in the Law, of the said G. B. his Executors, Administrators and Assigns, make, seal, execute, perform and do, all and every such Act and Acts, Thing and Things, Devises and Conveyances in the Law, for the further and more perfect conveying and confirming of all and singular the Premises herein before mentioned or intended to be hereby granted and assigned unto the said G. B. his Executors, Administrators and Assigns, for and during the several Terms of Years, in and by the said several recited Indentures of Lease or any of them granted, and therein now to come and unexpired, as by the said G. B. his Executors, Administrators or Assigns, or his or their Counsel Learned in the Law, shall be reasonably devised, advised or required; **So** as such further Acts or Conveyances, or any of them, do not nor shall contain any further or other Warranty or Covenants for quiet Enjoyment, or freeing from Incumbrances, than as in these Presents is or are contained, and so as the Person or Persons, that shall be required to make or execute such further Acts or Conveyances or any of them be not, nor shall be compelled or compellable to travel for the doing thereof, from the Place of his or their Habitation or Abode, at the Time of such Request to be made as aforesaid. **And** the said G. B. for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and grant, to and with the said Sir A. D. his Executors, Administrators and Assigns, that he the said G. B. his Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, and at all Time hereafter, well and sufficiently save, defend, keep harmless and indemnified the said Sir A. D.

A. D. his Executors, Administrators and Assigns, and every of them, and his and their Lands ^{&c. concern-} and Tenements, Goods and Chattels, of and from all Actions, Suits, Troubles, Costs, Charges ^{ing Cove-} and Demands whatsoever, for, touching or concerning any of the Payments, Covenants, ^{nants, &c.} Clauses, Articles, Provisoes and Agreements, mentioned, expressed or contained in the said ^{contained in} several recited Indentures of Lease, or any of them, which from henceforth on the Tenants ^{the several re-} or Lessees Part, are or ought to be paid, performed, observed, fulfilled and kept, according ^{cited Inden-} to the true Intent and Meaning of the same Indentures. **In Witness, &c.**

Assignment of an Indenture of Demise of three several Tenements, made to Trustees in Trust to raise a Daughter's Portion.

THIS Indenture made, &c. **Between** J. L. of, &c. Gent. and Susannah his Wife, D. B. Citizen and Skinner of London, and J. M. Citizen and Haberdasher of London, on the one Part, and B. B. of, &c. and R. B. of London, Wool-feller, on the other Part. **Whereas** by Indenture bearing Date, &c. made between T. B. of, &c. Grocer, (since de- ^{Recital of the} ceased) on the one Part, and the said D. B. and J. M. on the other Part, for securing the ^{Indenture of} Payment of, &c. the proper Money of the said S. now the Wife of the said J. L. who was ^{Demise.} then sole, and is therein mentioned by the Name of S. W. Daughter of S. B. then Wife of the said T. B. by her former Husband T. W. late Citizen and Clothworker of London, deceased, unto her the said S. W. at such Time as is therein after mentioned, and for other Considerations therein expressed, the said T. B. did grant, bargain, sell, demise and to Farm let unto the said D. B. and J. M. **All** those three Messuages, Tenements or Rentaries then ^{The Premises;} or then late in the Occupation of R. G. Widow, T. L. and E. G. or their or some or one of their Assignee or Assigns, situate, &c. together with all and singular the Yards, Gardens, Ways, Passages, Waters, Water-courses and Appurtenances to the same Messuages, and every or any of them belonging or appertaining, or then, or at any Time thentofore, with them or any of them, used, letten, occupied or enjoyed, and the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and all the Rents, Issues and yearly Profits arising, issuing or growing due or payable out of or for the Premises, or any of them, by Force of any Demise or Grant, or Demises or Grants made of the Premises, or any of them, or otherwise howsoever; **To hold** unto the said D. B. and J. M. their ^{Habendum to} Executors, Administrators and Assigns, from the Day of the Date of the same Indenture, for ^{the Trustees} the Term of five hundred Years, under the yearly Rent of a Pepper-Corn, and under a Pro- ^{for five hun-} viso or Condition, to be void in Case the said T. B. his Heirs, Executors, Administrators or ^{dred Years.} Assigns, did and should well and truly pay, or cause to be paid, unto the said D. B. and J. M. their Executors, Administrators or Assigns, to and for the Use and Behoof of the said S. W. the Sum of, &c. of lawful, &c. either within ten Days next after the said S. W. should ^{Proviso to be} attain to the Age of twenty-one Years, or within ten Days next after the Day of her Mar- ^{void on Pay-} riage, which of the said Times or Cases should first and then next happen; as in and by the ^{ment of a Sum} said recited Indenture, Relation being thereunto had, may more fully and at large appear: ^{of Money to a} **And whereas** the said S. W. did in or about, &c. lawfully intermarry with the said S. L. ^{Daughter ten} and did also on, &c. attain unto the full Age of twenty-one Years, but as yet no Part of the ^{Days after her} ^{Day of Mar-} ^{riage or Age} ^{of twenty-one} ^{Years.} said, &c. has been paid to the said S. or to the said D. B. and J. M. or either of them, to ^{Both which} or for the Use of the said S. whereby the said recited Indenture, and the Grant and Estate ^{Days being} thereby made, is become absolute in the Law: **Now this Indenture witnesseth,** that ^{past, and the} for and in Consideration of the Sum of, &c. by the Direction of the said J. L. and S. his ^{Money not} Wife, testified by their being made Parties hereunto, and their signing and sealing hereof, ^{paid, the E-} unto the said D. B. and J. M. to and for the Use and Behoof of the said S. by the said B. B. ^{state became} at or before the Sealing and Delivery of these Presents, well and truly paid; **And also** in ^{absolute.} Consideration of five Shillings of like Money, to the said D. B. and J. M. by the above ^{Covenant of} named R. B. at or before the Sealing and Delivery thereof, well and truly paid, the Receipts ^{Assignment of} of which said Sums of, &c. and five Shillings, they the said D. B. and J. M. do hereby ac- ^{all the Pre-} knowledge, and thereof and therefrom they the said D. B. and J. M. and also the said J. L. ^{mises.} and S. his Wife, do hereby severally and respectively acquit, release and discharge the said ^{The Con-} B. B. and R. B. their Heirs, Executors and Administrators, and every of them for ever, by ^{sideration.} these Presents, they the said D. B. and J. M. by and with the Consent, Direction and Ap- pointment of the said J. G. and S. his Wife, testified as aforesaid, **Have,** and each of them hath bargained, sold, assigned and set over, and by these Presents do, and each of them doth bargain, sell, assign and set over unto the said R. B. at the Desire and Nomination of the said T. B. testified by his being made a Party hereunto, and his Signing and Sealing hereof, ^{The Premises.} as well the said recited Indenture of Bargain, Sale and Demise, and the said three Messuages, Tenements or Rentaries, and all and singular other the Premises by the said Indenture bar- gained,

Habendum to the Assignee for the Remainder of the Term.

Declaration of the Trusts.

Covenant that the Premises are free from Incumbrances.

gained, sold and demised, or meant, mentioned or intended so to be, with their and every of their Rights, Members and Appurtenances; **As also** all the Estate, Right, Title, Interest, Use, Trust, Possession, Claim and Demand whatsoever of them the said D. B. and J. M. or either of them, of, in, to or out of the same Premises, or any Part or Parcel thereof in any wise howsoever; **To have and to hold** the said recited Indenture, and the said Messuages, Tenements or Rentaries, and all and singular other the Premises herein before mentioned or intended to be hereby bargained, sold or assigned, with their and every of their Rights, Members and Appurtenances, unto the said R. B. his Executors, Administrators and Assigns, from thenceforth for and during all the Rest and Residue of the said Term of five hundred Years, by the said recited Indenture granted, yet to come and unexpired; **In Trust nevertheless** to and for the Use and Behoof of the said B. B. his Executors, Administrators and Assigns, and to and for no other Use, Intent or Purpose whatsoever. **And** the said D. B. and J. M. for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not the one for the other, or for the Act or Deed of the other, do hereby covenant, promise and agree to and with the said R. B. his Executors, Administrators and Assigns, that they the said D. B. and J. M. or either of them, have not, nor hath made or done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the Premises hereby assigned, or intended to be assigned, or any Part thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. **In Witness, &c.**

Assignment of two several Indentures of Mortgage, made by Decree of the High Court of Chancery.

Recital of the Decree in Chancery.

THIS Indenture Quadripartite, made, &c. Between J. O. Esq; one of the Masters of the High Court of Chancery, of the first Part, R. P. of London, Merchant, on the second Part, H. S. of, &c. Esq; and A. S. of the Inner Temple, London, Gent. on the third Part, and S. H. and H. B. of London, Merchants, on the fourth Part. **Whereas** by a Decree in the High Court of Chancery, made, &c. in a Cause there depending between the said A. S. Party hereto, (then an Infant) by the said H. S. Party also hereto his *prochein Amy*) Plaintiff, and Sir G. W. J. C. the said R. P. and one J. J. and others Defendants; **It** was ordered and decreed (amongst other Things) that the said Defendants Sir G. W. J. C. R. P. and J. J. (Assignees under a Commission of Bankrupt awarded against Sir J. S. and others, which said Sir J. S. was the Father of the said J. S. and A. S.) should bring before Sir W. C. Knt. (then one of the Masters of the said Court) the Sum of, &c. mentioned in the said Decree to be the said A. S.'s Share of the Dividends then made by Virtue of the said Commission, or the Securities taken by the said Assignees for the same, together with the Interest thereof, from the Death of the said Sir J. S. at the Rate of five Pounds *per Cent. per Ann.*

By which the Master was ordered to inspect the Securities, and if he disliked them to call in the Money, and place it out again on Government Security.

But being Personal Securities the Master disliked the same.

Upon which several Tenements were mortgaged for Security to the said Master.

The Premises.

and that the said Master should look into the said Securities, and if he should approve thereof, then the said Money was to continue on the said Securities; otherwise he was to call in the same, and to see it placed out again upon Government Security, and the Interest due, or to grow due for the said, &c. was to be paid to the said H. S. for the Maintenance of the said A. S. **And whereas** all Matters which had been referred to the said Sir W. C. being afterwards by an Order of the said Court transferred to the said J. O. the said Sir G. W. J. C. R. P. and J. J. produced to and left with the said J. O. two Bonds, which had been taken in the Names of the said Sir G. W. J. C. and J. J. from M. P. and the said R. P. for the said, &c. payable with Interest at, &c. *per Cent. per Ann.* but the said Master being of Opinion, the same was not proper to be continued on Personal Security, the said R. P. in Pursuance of an Order of the said Court, dated, &c. proposed to the said Master the Messuages, Tenements, Warehouses, Wharfs, and other Hereditaments herein after mentioned, as a real Security for the same, which the said Master liked and approved of; **And** thereupon by Indenture *Quadripartite*, bearing Date on or about, &c. made between the said R. P. on the first Part, T. W. of London, Esq; of the second Part, the said J. O. of the third Part, and the said H. S. of the fourth Part, reciting to the Effect herein before recited, he the said R. P. in Consideration of the said Sum of, &c. which he thereby acknowledged to have been received from the said Sir G. W. J. O. and J. J. before the Date of the said Indenture, and to be then in his Hands; and in Consideration that the said J. O. had delivered to him the said two Bonds given for the same by him and the said M. P. as aforesaid to be cancelled, and in Consideration of five Pounds, paid to him by the said J. O. did bargain, sell and demise to the said J. O. all that Messuage or Tenement, and the Brewhouses, Hophouses, Warehouses, Stables, and other Edifices and Buildings thereunto belonging, or therewithal then or thenceforth holden, occupied or enjoyed, with all and singular their and every of their Appurtenances,

ances, And all that Key called, &c. with the Wharfs, Tenements, Houses, and other Things thereupon erected and built, with their Appurtenances, situate, &c. and which then or then late were in the Tenure or Occupation of, &c. their Assignees or Assigns, Farmers or Under-tenants, and all Ways, Passages, Lights, Easements, Waters, Watercourses, Profits, Commodities, Emoluments, Hereditaments and Appurtenances whatsoever to the said Messuages or Tenements, Brewhouses, Hophouses, Warehouses, Wharf and Key, and other the Premises belonging or in any wise appertaining, or accepted, reputed, taken or known to be Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part and Parcel thereof; **To** ^{Habendum for} hold to the said J. O. his Executors, Administrators and Assigns, from thenceforth for the Term of five hundred Years then next ensuing at the yearly Rent of a Pepper-Corn; **Under** ^{500 Years at} a Proviso nevertheless in the said Deed contained, that if the said R. P. his Heirs or Assigns, ^{a Pepper-Corn Rent.} should pay to the said J. O. his Executors, Administrators or Assigns, the said Sum of, &c. ^{Proviso to be} on, &c. then next following, to be applied or disposed of according to the Direction of the void on Pay- said recited Decree, or the said subsequent Order of, &c. and also pay to the said H. S. or in ment of the case of his Death to such other Person as should be appointed or admitted by the Court as Money. ^{prochein Amy} to the said A. S. the Sum of, &c. on, &c. then next following, (being the Interest of the said Sum of, &c.) for or towards the Maintenance of the said A. S. then the said Indenture, and every Thing therein contained, should be void and of no Effect. **And** ^{Recital of a} afterwards in the said Indenture it is further recited, that by Indenture of Demise or Mort- ^{former Mort-} gage, bearing Date, &c. made between W. J. Gent. and J. J. his Son and Heir apparent of ^{gage of the} the one Part, and G. F. Gent. of the other Part, they the said W. J. and J. J. (for the Con- ^{Premises.} siderations therein mentioned) did demise to the said G. F. his Executors, Administrators and Assigns, the said Messuage or Tenement, Brewhouses, Hophouses, Warehouses, Wharf or Key, and all and singular other the Premises by the said *Quadripartite* Indenture demised to the said J. O. with their Appurtenances; **To** hold for the Term of five hundred Years ^{Habendum for} from the Day next before the Day of the Date of the said now reciting Indenture, at the ^{500 Years;} yearly Rent of a Pepper-Corn, under a Proviso to be void on Payment of the Sum of, &c. ^{Under a Pro-} by the said W. J. or J. J. their Heirs or Assigns, to the said G. F. his Executors, Admini- ^{viso to be} strators or Assigns, at the Time and Place therein mentioned, which said Money not being void on Pay- paid according to the Limitation of the said Proviso, and the Remainder of the said last ment of the mentioned Term of five hundred Years, being by several mesne Assignments and Conveyances Money, which not being be- in the Law then become vested in the said J. W. **In Trust** nevertheless for the said R. P. ^{ing paid ac-} his Heirs and Assigns, as an Estate only to attend the Reversion and Inheritance of the said ^{cordingly, the} mortgaged Premises; which the said R. P. had purchased to him and his Heirs, he the said ^{Remainder of} J. W. by the Direction of the said R. P. for the better securing the Payment of the said ^{the Term be-} several Sums of, &c. to the said J. O. and H. S. did by the said *Quadripartite* Indenture ^{came vested in} assign and transfer to the said H. S. his Executors, Administrators and Assigns, the said re- ^{the present} cited Indenture of Demise or Mortgage, made by the said W. J. and J. J. to the said G. F. ^{Assignors, in} and the Premises thereby granted, for all the then Residue of the said last mentioned Term ^{Trust for the} of five hundred Years, under a Proviso nevertheless to be void on Payment of the said se- ^{first Mortga-} veral Sums of, &c. by the said R. P. his Heirs or Assigns, according to the Proviso in the ^{gor, and as an} said *Quadripartite* Indenture first above contained, as in and by the said *Quadripartite* Inden- ^{Estate to at-} ture, Relation being thereunto had, may more fully and at large appear. **And whereas** ^{tent the In-} the said A. S. attained to the Age of twenty-one Years, on or about, &c. and by Order of ^{heritance, for} the said High Court of Chancery, made in the said Cause on or about, &c. it was ordered, ^{the Use of an} that the said Sum of, &c. Principal Money, and the Interest due for the same, should be ^{Infant,} paid to the said A. S. and that the said Master should assign over the Mortgage, for that ^{Who having} Purpose, to the said A. S. unless the said R. P. should pay the said Principal Money and In- ^{attained the} terest to the said R. S. and that upon his making such Payment, the said mortgaged Pre- ^{Age of 21} mises should be conveyed to the said R. P. or to whom he should appoint: **Now this** ^{Years, the} **Indenture witnesseth,** That for and in Consideration of the Sum of, &c. of lawful ^{Court of} Money of *Great Britain*, by the said R. P. to the said A. S. in Hand, at or before the Seal- ^{Chancery or-} ing and Delivery of these Presents, well and truly paid pursuant to the said last mentioned ^{dered the} Order, by and with the Consent and Approbation of the said H. S. and J. O. respectively ^{Principal Mo-} testified by their being Parties, and their Signing and Sealing to these Presents, in full Satis- ^{ney to be paid} faction and Discharge of all Principal and Interest Monies due from the said R. P. his Heirs, ^{to him, and} Executors, Administrators or Assigns for ever, by these Presents, and also in Consideration of ^{that the Ma-} five Pounds of like Money to each of them the said J. O. and A. S. by the above-named ^{ster should as-} S. H. in Hand also at or before the Sealing and Delivery of these Presents paid, the several ^{sign over the} Receipts whereof are hereby acknowledged, he the said J. O. in Obedience to the said last ^{Mortgage for} mentioned Order, and by and with the Consent, Direction and Appointment of the said ^{that Purpose.} A. S. testified in Manner as aforesaid; **And also** the said A. S. **Have**, and each of them ^{Covenant of} **Path** ^{Assignment of} ^{the said Mort-} ^{gages in Pur-} ^{suance of the} ^{said Decree.} ^{The Confi-} ^{deration.}

Hath bargained, sold, assigned, transferred and set over, and by these Presents do, and each of them doth (at the Nomination, and by the Direction of the said *R. P.* testified also by his being a Party, and his Signing and Sealing to these Presents) fully and absolutely bargain, sell, assign, transfer and set over unto the said *S. H.* the said recited *Quadripartite* Indenture of Demise or Mortgage, and the said Messuages or Tenements, Brewhouses, Hophouses, Warehouses, Stables, Wharf and Key, and all and singular other the Premises therein or thereby demised, or meant, mentioned or intended to be demised, with their and every of their Rights, Members and Appurtenances; **And also** all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Use, Trust, Property, Claim and Demand whatsoever of them the said *J. O.* and *A. S.* or either of them, of, in, to or out of the said Premises, or any Part or Parcel thereof, in any wise howsoever; **To have and to hold** the said Messuage or Tenement, Brewhouses, Hophouses, and all and singular other the Premises mentioned or intended to be hereby assigned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *S. H.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue and Remainder of the said Term of five hundred Years, in and by the said recited *Quadripartite* Indenture granted by the said *R. P.* to the said *J. O.* yet to come and unexpired; **In Trust nevertheless** to and for the Use and Benefit of the said *R. P.* his Heirs and Assigns, and to attend and wait upon the Reversion and Inheritance of the said Premises, which is now vested in him the said *R. P.* and to or for no other Use, Intent or Purpose whatsoever.

And this Indenture further witnesseth, that for the Consideration aforesaid, and also in Consideration of five Shillings of like lawful Money by the above-named *H. B.* to the said *H. S.* in Hand at or before the Sealing and Delivery of these Presents well and truly paid, the Receipt whereof is hereby acknowledged, he the said *H. S.* at the Request, and by the Direction of the said *A. S.* and with the Consent and Approbation of the said *J. O.* respectively testified as aforesaid, by their being Parties, and their Signing and Sealing to these Presents, doth by these Presents, (at the Nomination and by the Appointment of the said *R. P.* testified in Manner as aforesaid) assign, transfer and set over to the said *H. B.* the said recited *Quadripartite* Indenture, and all and singular the Premises, with their Appurtenances therein or thereby assigned, or meant, mentioned or intended to be assigned by the above-named *T. W.* to him the said *H. S.* and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *H. S.* of, in, to or out of the same Premises, every or any Part thereof in any wise howsoever; **To have and to hold** all and singular the Premises herein last above-mentioned, or intended to be hereby assigned, with their and every of their Appurtenances unto the said *H. B.* his Executors, Administrators and Assigns, from henceforth, for and during all the Residue and Remainder of the above-mentioned Term of five hundred Years, assigned by the said recited *Quadripartite* Indenture, by the said *T. W.* to the said *H. S.* yet to come and unexpired; **In Trust nevertheless** for the said *R. P.* his Heirs and Assigns, and to attend and wait upon the Reversion and Inheritance of the said assigned Premises now vested in the said *R. P.* as aforesaid. **And** the said *H. S.* and *A. S.* for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not jointly, nor the one for the other of them, nor for the Heirs, Executors or Administrators, or the Acts, Deeds or Defaults of the other of them, do respectively covenant, promise and grant to and with the said *H. B.* his Executors, Administrators and Assigns, by these Presents, that they the said *H. S.* and *A. S.* or either of them, have not, nor hath at any Time or Times heretofore made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the said hereby assigned Premises, or any Part or Parcel thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. **And** the said *J. O.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *S. H.* his Executors, Administrators and Assigns by these Presents, that he the said *J. O.* hath not at any Time or Times heretofore made, done, committed, or wittingly or willingly suffered, any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the said hereby assigned Premises, or any Part or Parcel thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. **In Witness, &c.**

Habendum for the Remainder of the Term of 500 Years.

In Trust, and to attend upon the Reversion.

Covenant of Assignment by another of the Parties.

Habendum for the Residue of the Term.

In Trust and to wait upon the Inheritance.

Covenant that the Premises are free from Incumbrances.

Another like Covenant.

Assignment of an Assignment of a Lease for Years, of Ground to be built upon.

THIS Indenture made, &c. **Between** J. B. of, &c. Brewer, of the one Part, and N. S. of, &c. Esq; of the other Part: **Whereas** by Indenture of Lease, bearing Date, Recital of the &c. made or mentioned to be made between Sir W. P. Knt. of the one Part, and J. H. Lease. Citizen and Clothworker of London, on the other Part; in Consideration that the said J. H. his Executors or Administrators, should and would, within one Year then next following, disburse, pay and bestow the Sum of, &c. in repairing and rebuilding two or more substantial Houses on a Parcel of Ground, lying, &c. being the Inheritance of the said Sir W. P. measuring on the North Side, which fronts, &c. and on the South Side, &c. upon which said Ground then or then late stood Houses in the Possession of the Assignee or Assigns, Under-tenant or Under-tenants of, &c. deceased, and for other Considerations therein mentioned, he the said Sir W. P. did demise, grant, and to farm let unto the said J. H. all that said Parcel of Ground to be repaired or rebuilt as aforesaid, with a convenient Cellar, Shop, two or three Stories of Chambers, and a Garret to each House, so to be repaired and rebuilt as aforesaid; **To hold** to the said J. H. his Executors, Administrators and Assigns, from the Feast of, &c. which was in the Year, &c. for the Term of, &c. at the yearly Rent of, &c. a Term of payable quarterly, as in and by the said recited Indenture of Lease, Relation being thereunto had, may more fully appear: **And whereas** by Indenture of Assignment bearing Date, &c. Recital of the made or mentioned to be made between the said J. H. on the one Part, and the said J. B. first Assignment on the other Part, reciting the said Indenture of Lease herein before recited, he the said J. H. for the Considerations therein mentioned, did grant, bargain, sell, assign and set over unto the said J. B. his Executors, Administrators and Assigns, the said recited Indenture of Lease, and the said Parcel of Ground, Messuages or Tenements, and Premises thereby demised, and every Part and Parcel thereof, with their and every of their Appurtenances; **To hold** to the said J. B. his Executors, Administrators and Assigns, from thenceforth for and during all the Rest and Residue of the said Term of, &c. by the said Indenture of Lease granted, then to come and unexpired, as by the said Indenture of Assignment, Relation being thereunto had, may more fully appear: **And whereas** the said J. H. before the making of the said recited Assignment, had, pursuant to the said recited Indenture of Lease, at his own proper Costs and Charges, laid out and expended the above-mentioned Sum of, &c. and upwards, in the repairing or new building of the Messuages or Tenements upon the Ground, demised by the said Indenture of Lease, one of which Messuages is called or known by the Name or Sign of, &c. and is now in the Possession of, &c. and the other, &c. **Now this Indenture witnesseth**, that for and in Consideration of the Sum of, &c. of lawful Money of, &c. to the said J. B. in Hand well and truly paid by the said N. S. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said J. B. doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth acquit, release and discharge the said N. S. his Executors, Administrators and Assigns for ever by these Presents, he the said J. B. hath granted, bargained, sold, assigned, transferred and set over, and by these Presents doth fully and absolutely grant, bargain, sell, assign, transfer and set over unto the said N. S. his Executors, Administrators and Assigns, the said recited Indenture of Lease, and the said Piece or Parcel of Ground, Messuages or Tenements, and Premises thereby demised, and every Part and Parcel thereof, with their and every of their Appurtenances, and all such new Erections and Buildings as have been erected or built upon the said demised Premises, by or at the Charge of the said J. H. and all the Estate, Right, Title, Interest, Term of Years, Property, Profit, Benefit, Claim and Demand whatsoever, either in Law or Equity, or otherwise howsoever, of him the said J. B. of, in, to or out of the same Premises, every or any Part or Parcel thereof, together also with the said recited Indenture of Assignment, and all other Deeds, Evidences and Writings touching or concerning the Premises, or any Part thereof, now in the Custody or Power of the said J. B. or which he can or may come by without Suit in Law; **To have and to hold** the said recited Indenture of Lease, and the said Piece or Parcel of Ground, Messuages or Tenements, and Premises thereby demised, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said N. S. his Executors, Administrators or Assigns, from henceforth for and during all the Rest and Residue of the said Term of, &c. by the said Indenture of Lease granted, yet to come and unexpired, under the Rent and Covenants in and by the said recited Indenture of Lease reserved and contained, which from henceforth on the Lessee's Part and Behalf are or ought to be paid, kept and performed: **And** the said J. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said N. S. his Executors, Administrators and Assigns by these Presents, in Manner and Form following;

Recital that the Lessee had built, &c. according to the Covenant in his Lease.

Covenant of Assignment by the Assignee of the Indenture of Lease, and of the Piece of Ground, Buildings, &c.

Habendum for the Residue of the Term under the Covenants contained in the Indenture of Lease.

Covenant that the said Indenture of Lease is not forfeited nor surrendered, &c.

Path bargained, sold, assigned, transferred and set over, and by these Presents do, and each of them doth (at the Nomination, and by the Direction of the said *R. P.* testified also by his being a Party, and his Signing and Sealing to these Presents) fully and absolutely bargain, sell, assign, transfer and set over unto the said *S. H.* the said recited *Quadripartite* Indenture of Demise or Mortgage, and the said Messuages or Tenements, Brewhouses, Hophouses, Warehouses, Stables, Wharf and Key, and all and singular other the Premises therein or thereby demised, or meant, mentioned or intended to be demised, with their and every of their Rights, Members and Appurtenances; **And also** all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Use, Trust, Property, Claim and Demand whatsoever of them the said *J. O.* and *A. S.* or either of them, of, in, to or out of the said Premises, or any Part or Parcel thereof, in any wise howsoever; **To have and to hold** the said Messuage or Tenement, Brewhouses, Hophouses, and all and singular other the Premises mentioned or intended to be hereby assigned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *S. H.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue and Remainder of the said Term of five hundred Years, in and by the said recited *Quadripartite* Indenture granted by the said *R. P.* to the said *J. O.* yet to come and unexpired; **In Trust nevertheless** to and for the Use and Benefit of the said *R. P.* his Heirs and Assigns, and to attend and wait upon the Reversion and Inheritance of the said Premises, which is now vested in him the said *R. P.* and to or for no other Use, Intent or Purpose whatsoever.

And this Indenture further witnesseth, that for the Consideration aforesaid, and also in Consideration of five Shillings of like lawful Money by the above-named *H. B.* to the said *H. S.* in Hand at or before the Sealing and Delivery of these Presents well and truly paid, the Receipt whereof is hereby acknowledged, he the said *H. S.* at the Request, and by the Direction of the said *A. S.* and with the Consent and Approbation of the said *J. O.* respectively testified as aforesaid, by their being Parties, and their Signing and Sealing to these Presents, doth by these Presents, (at the Nomination and by the Appointment of the said *R. P.* testified in Manner as aforesaid) assign, transfer and set over to the said *H. B.* the said recited *Quadripartite* Indenture, and all and singular the Premises, with their Appurtenances therein or thereby assigned, or meant, mentioned or intended to be assigned by the above-named *T. W.* to him the said *H. S.* and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *H. S.* of, in, to or out of the same Premises, every or any Part thereof in any wise howsoever; **To have and to hold** all and singular the Premises herein last above-mentioned, or intended to be hereby assigned, with their and every of their Appurtenances unto the said *H. B.* his Executors, Administrators and Assigns, from henceforth, for and during all the Residue and Remainder of the above-mentioned Term of five hundred Years, assigned by the said recited *Quadripartite* Indenture, by the said *T. W.* to the said *H. S.* yet to come and unexpired; **In Trust nevertheless** for the said *R. P.* his Heirs and Assigns, and to attend and wait upon the Reversion and Inheritance of the said assigned Premises now vested in the said *R. P.* as aforesaid. **And** the said *H. S.* and *A. S.* for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not jointly, nor the one for the other of them, nor for the Heirs, Executors or Administrators, or the Acts, Deeds or Defaults of the other of them, do respectively covenant, promise and grant to and with the said *H. B.* his Executors, Administrators and Assigns, by these Presents, that they the said *H. S.* and *A. S.* or either of them, have not, nor hath at any Time or Times heretofore made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the said hereby assigned Premises, or any Part or Parcel thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. **And** the said *J. O.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *S. H.* his Executors, Administrators and Assigns by these Presents, that he the said *J. O.* hath not at any Time or Times heretofore made, done, committed, or wittingly or willingly suffered, any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the said hereby assigned Premises, or any Part or Parcel thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. **In Witness, &c.**

Habendum for the Remainder of the Term of 500 Years.

In Trust, and to attend upon the Reversion.

Covenant of Assignment by another of the Parties.

Habendum for the Residue of the Term.

In Trust and to wait upon the Inheritance.

Covenant that the Premises are free from Incumbrances.

Another like Covenant.

Assignment of an Assignment of a Lease for Years, of Ground to be built upon.

THIS Indenture made, &c. **Between** J. B. of, &c. Brewer, of the one Part, and N. S. of, &c. Esq; of the other Part: **Whereas** by Indenture of Lease, bearing Date, Recital of the &c. made or mentioned to be made between Sir W. P. Knt. of the one Part, and J. H. Lease. Citizen and Clothworker of London, on the other Part; in Consideration that the said J. H. his Executors or Administrators, should and would, within one Year then next following, disburse, pay and bestow the Sum of, &c. in repairing and rebuilding two or more substantial Houses on a Parcel of Ground, lying, &c. being the Inheritance of the said Sir W. P. measuring on the North Side, which fronts, &c. and on the South Side, &c. upon which said Ground then or then late stood Houses in the Possession of the Assignee or Assigns, Under-tenant or Under-tenants of, &c. deceased, and for other Considerations therein mentioned, he the said Sir W. P. did demise, grant, and to farm let unto the said J. H. all that said Parcel of Ground to be repaired or rebuilt as aforesaid, with a convenient Cellar, Shop, two or three Stories of Chambers, and a Garret to each House, so to be repaired and rebuilt as aforesaid; **To hold** to the said J. H. his Executors, Administrators and Assigns, from the Feast of, &c. which was in the Year, &c. for the Term of, &c. at the yearly Rent of, &c. payable quarterly, as in and by the said recited Indenture of Lease, Relation being thereunto had, may more fully appear: **And whereas** by Indenture of Assignment bearing Date, &c. Recital of the made or mentioned to be made between the said J. H. on the one Part, and the said J. B. first Assign- on the other Part, reciting the said Indenture of Lease herein before recited, he the said J. H. for the Considerations therein mentioned, did grant, bargain, sell, assign and set over unto the said J. B. his Executors, Administrators and Assigns, the said recited Indenture of Lease, and the said Parcel of Ground, Messuages or Tenements, and Premises thereby demised, and every Part and Parcel thereof, with their and every of their Appurtenances; **To hold** to the said J. B. his Executors, Administrators and Assigns, from thenceforth for and during all the Rest and Residue of the said Term of, &c. by the said Indenture of Lease granted, then to come and unexpired, as by the said Indenture of Assignment, Relation being there- unto had, may more fully appear: **And whereas** the said J. H. before the making of the said recited Assignment, had, pursuant to the said recited Indenture of Lease, at his own proper Costs and Charges, laid out and expended the above-mentioned Sum of, &c. and up- wards, in the repairing or new building of the Messuages or Tenements upon the Ground, demised by the said Indenture of Lease, one of which Messuages is called or known by the Name or Sign of, &c. and is now in the Possession of, &c. and the other, &c. **Now this Indenture witnesseth**, that for and in Consideration of the Sum of, &c. of lawful Money of, &c. to the said J. B. in Hand well and truly paid by the said N. S. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said J. B. doth hereby ac- knowledge, and thereof, and of every Part and Parcel thereof, doth acquit, release and dis- charge the said N. S. his Executors, Administrators and Assigns for ever by these Presents, he the said J. B. hath granted, bargained, sold, assigned, transferred and set over, and by these Presents doth fully and absolutely grant, bargain, sell, assign, transfer and set over unto the said N. S. his Executors, Administrators and Assigns, the said recited Indenture of Lease, and the said Piece or Parcel of Ground, Messuages or Tenements, and Premises thereby demised, and every Part and Parcel thereof, with their and every of their Appurtenances, and all such new Erections and Buildings as have been erected or built upon the said demised Pre- mises, by or at the Charge of the said J. H. and all the Estate, Right, Title, Interest, Term of Years, Property, Profit, Benefit, Claim and Demand whatsoever, either in Law or Equity, or otherwise howsoever, of him the said J. B. of, in, to or out of the same Pre- mises, every or any Part or Parcel thereof, together also with the said recited Indenture of Assignment, and all other Deeds, Evidences and Writings touching or concerning the Pre- mises, or any Part thereof, now in the Custody or Power of the said J. B. or which he can or may come by without Suit in Law; **To have and to hold** the said recited Indenture of Lease, and the said Piece or Parcel of Ground, Messuages or Tenements, and Premises thereby demised, and every Part and Parcel thereof, with their and every of their Appurte- nances, unto the said N. S. his Executors, Administrators or Assigns, from henceforth for and during all the Rest and Residue of the said Term of, &c. by the said Indenture of Lease granted, yet to come and unexpired, under the Rent and Covenants in and by the said recited Indenture of Lease reserved and contained, which from henceforth on the Lessee's Part and Behalf are or ought to be paid, kept and performed: **And** the said J. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said N. S. his Executors, Administrators and Assigns by these Presents, in Manner and Form following;

PART II.

7 B

Consideration of laying out a Sum of Money to build, &c.

Habendum for a Term of Years.

Recital of the first Assign- ment.

Habendum for the Residue of the Term.

Recital that the Lessee had built, &c. ac- cording to the Covenant in his Lease.

Covenant of Assignment by the As- signee of the Indenture of Lease, and of the Piece of Ground, Buildings, &c.

Habendum for the Residue of the Term under the Cove- nants con- tained in the Indenture of Lease.

Covenant that the said In- denture of Lease is not forfeited nor surrendered, &c.

following; (that is to say), that the said recited Indenture of Lease, at the Time of the Sealing and Delivery of these Presents, is a good and effectual Lease, and valid in the Law, of and for the Premises thereby demised, and is not forfeited, surrendered or become void or voidable: **And** that the said *J. B.* now hath in him good Right, full Power, true Title and lawful and absolute Authority to grant, bargain, sell, assign, transfer and set over the same, and the Premises thereby demised unto the said *N. S.* his Executors, Administrators and Assigns, in Manner and Form aforesaid; **And** that he the said *N. S.* his Executors, Administrators and Assigns, shall or lawfully may from Time to Time, and at all Times hereafter, for and during all the Residue and Remainder of the said Term of, &c. by the said recited Indenture of Lease granted, yet to come and unexpired, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Piece or Parcel of Ground, Messuages or Tenements, and Premises hereby assigned or mentioned or intended to be assigned as aforesaid, and every Part and Parcel thereof, with their and every of their Appurtenances, and receive, take and keep the Rents, Issues and Profits thereof, to his and their own proper Use and Behoof, without any Let, Suit, Trouble, Denial, Eviction, Ejection or Interruption, of or by him the said *J. B.* or the said *J. H.* or either of them, their or either of their Executors, Administrators or Assigns, or of or by any other Person or Persons lawfully claiming or to claim by, from or under him, them or either of them; **And** that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *J. B.* his Heirs, Executors or Assigns, well and sufficiently saved, kept harmless and indemnified of and from all and all Manner of former and all other Gifts, Grants, Bargains, Sales, Leases, Assignments, Mortgages, Surrenders, Forfeitures, Re-entries, Rents, Arrearages of Rent, Judgments, Executions, Extents, Statutes, Recognizances; and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, done, or wittingly or willingly suffered by the said *J. B.* and *J. H.* or either of them, their or either of their Executors, Administrators or Assigns, or any of them, or by or with their or any of their Privy, Consent or Procurement, (the yearly Rent and Covenants, in and by the said recited Indenture of Lease reserved and contained, which from henceforth on the Lessee's Part are or ought to be paid, kept and performed, only excepted.) **And further**, that he the said *J. B.* his Executors, Administrators, and all and every other Person or Persons lawfully claiming or to claim the Premises, or any Part thereof, by, from or under him or the said *J. H.* shall and will from Time to Time, and at all Times hereafter during the Remainder of the said Term of, &c. at the Request, Costs and Charges in the Law of the said *N. S.* his Executors, Administrators and Assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Deeds, Devises, Conveyances, Assignments and Assurances in the Law whatsoever, for the further, better and more perfect and absolute conveying, assigning and assuring the said hereby assigned Premises unto the said *N. S.* his Executors, Administrators and Assigns, for all the Residue and Remainder of the said Term, which shall be then to come and unexpired, as by the said *N. S.* his Executors, Administrators and Assigns, or his or their Counsel learned in the Law, shall be reasonably advised, devised or required: **And** the said *N. S.* for himself, his Executors and Administrators, doth covenant, promise and agree to and with the said *J. B.* his Executors, Administrators and Assigns, that he the said *N. S.* his Executors, Administrators and Assigns, from Time to Time, and at all Times hereafter during the Remainder of the said Term, shall and will pay and discharge the said yearly Rent of, &c. by the said recited Indenture of Lease reserved; and also well and truly perform and keep all and every the Covenants therein contained on the Lessee's Part and Behalf from henceforth to be kept and performed, and shall and will from Time to Time, and at all Times hereafter save, defend, keep harmless and indemnified the said *J. B.* his Executors and Administrators, of and from all Costs, Charges, Suits, Damages and Expences whatsoever, which he or they shall or may pay, bear and sustain, for or by Reason of the Non-payment of the said Rent, or the Non-performance of the said Covenants, or any of them. **In Witness, &c.**

And that the Assignor hath full Power to assign, &c.
Covenant for quiet Enjoyment of the Residue of the Term.

And that the Premises are free from all Incumbrances,

except the Rent and Covenants in the said recited Indenture of Lease.
Covenant to make such further Assurance as the Assignee, &c. shall desire.

Covenant that the Assignee will pay the said Rent, perform the Covenants, &c.

and save harmless the Assignor, &c.

Assignment, by an Administratrix and a Trustee, of two Indentures of Lease granted by the late Queen Dowager.

THIS Indenture made, &c. Between *E. B.* of, &c. Widow, Relict and Administratrix of *W. B.* late of, &c. deceased, and *R. B.* of, &c. Gent. on the one Part; and *J. S.* of, &c. Maltster, on the other Part: **Whereas** by Indenture of Lease bearing Date, &c. in the thirtieth Year of the Reign of our late Sovereign Lord King *Charles* the second, made or mentioned to be made between the most high and excellent Princess *Katherine*, by the

the Grace of God of, &c. Queen, and the Right Honourable D. Lord H. High Steward to the said Queen's Majesty, P. Earl of C. W. Viscount B. Chancellor and Keeper of the Great Seal to the said Queen's Majesty, H. Earl of C. J. H. Esq; Treasurer and Receiver General to the said Queen's Majesty, and W. M. Esq; Lord Chief Baron of his Majesty's Court of Exchequer, of the one Part, and G. B. of, &c. Esq; deceased, of the other Part; the said most excellent Princess Queen Katherine, and the said D. Lord H. P. Earl of C. W. Viscount B. H. Earl of C. J. H. and W. P. for the Considerations therein mentioned, did lease, set and to farm let unto the said G. B. all that Close, with the Appurtenances called, &c. situate, &c. then late in the Tenure of W. W. or his Assigns, (except as therein is excepted); **To** ^{The Haben-} **hold** the said Close, with all and singular the Appurtenances, (except as therein before is ^{dum.} excepted) unto the said G. B. his Executors, Administrators and Assigns, from, &c. unto the full End and Term of, &c. from thence next ensuing, and fully to be compleat and ended, under the yearly Rent of, &c. payable half yearly, as in and by the said recited Indenture of Lease, Relation being thereunto had, may more fully and at large appear: **And whereas** by ^{Recital of the} **Recital of the** Indenture of Assignment bearing Date, &c. made or mentioned to be made between the said ^{Assignment of} **Assignment of** G. B. and the said W. B. deceased, by the Name of W. B. Son of the said G. B. of the one ^{the said Lease.} Part, and the said R. B. of the other Part, therein (amongst other Things) reciting the said Indenture of Lease therein before recited, he the said G. B. for the Considerations therein mentioned, did assign and set over unto the said R. B. all and singular Letters Patents whatsoever, whereby he then had, or claimed any Title to the Premises, or any Part thereof, and all his Estate, Right, Title and Interest, of, in or to the same, or any Part thereof; **To** ^{The Haben-} **hold** to the said R. B. his Executors, Administrators and Assigns, for and during all the Rest ^{dum.} and Residue of the said Term, by the said Indenture of Lease granted, then to come and unexpired: **In Trust nevertheless** to the Intent and Purpose, that after the discharging ^{In Trust for} **In Trust for** and performing of several Trusts therein particularly mentioned, which have been long since ^{an Infant.} **an Infant.** discharged and performed, the Residue of the Rents and Profits of the Premises, and of the said Term should be and remain in Trust for the said W. B. his Executors and Assigns, and to and for none other Trust or Trusts whatsoever, as by the said Indenture of Assignment, Relation being thereunto had, may more fully and at large appear: **And whereas** by one other ^{Recital of the} **Recital of the** Indenture of Lease bearing Date, &c. made or mentioned to be made between the said ^{most other Indenture of Lease.} **most other Indenture of Lease.** excellent Princess Queen Katherine, and the Right Honourable P. Earl of C. H. Earl of C. Treasurer and Receiver General to the said Queen's Majesty, and the Honourable W. M. Esq; Lord Chief Baron of his Majesty's Court of Exchequer, of the one Part, and the said W. B. deceased, of the other Part; the said most excellent Princess Queen Katherine, and the said P. Earl of C. H. Earl of C. and W. M. for the Considerations therein mentioned, did lease, set and to farm let unto the said W. B. (amongst other Things) all that the afore-said Close called, &c. with the Appurtenances, situate, &c. (except as therein is excepted); **To hold** to him the said W. B. his Executors, Administrators and Assigns, from, &c. for the Term of, &c. under the like yearly Rent of, &c. payable, &c. as by the said last recited Indenture of Lease, Relation also being thereunto had, may more fully and at large appear: **Now this Indenture witnesseth**, that as well for and in Consideration of the ^{Covenant of} **Covenant of** Sum of, &c. of lawful, &c. to the said E. B. in Hand, at or before the Sealing and Deli- ^{Assignment} **Assignment** very of these Presents, by the said J. S. well and truly paid, the Receipt whereof she the ^{of all the Pre-} **of all the Pre-** said E. B. doth hereby acknowledge, and thereof and of every Part thereof, doth acquit, ^{mises.} **mises.** release and discharge the said J. S. his Heirs, Executors and Administrators for ever, by these ^{The Confide-} **The Confide-** Presents, as for and in Consideration of the further Sum of five Shillings of like lawful Money ^{rations.} **rations.** to the said R. B. in Hand, at or before the Sealing and Delivery of these Presents, by the said J. H. likewise paid, the Receipt whereof is hereby acknowledged, she the said E. B. and the said R. B. by and with the Consent, Direction and Appointment of the said E. B. testified by her being made a Party to these Presents, and Sealing and Delivery thereof, and in full Discharge of the Trust repositied in the said R. B. by the said recited Indenture of Assignment, **Have** bargained, sold, assigned and set over, and by these Presents do, and each of them doth bargain, sell, assign and set over unto the said J. S. all that the said Close or Closes called, &c. with all and singular the Appurtenances, by the said two recited Indentures of Lease, or either of them, demised or granted, and every Part and Parcel thereof, (except as in the said recited Indenture of Lease is excepted) and also all the Estate, Right, Title, Interest, Term and Terms of Years, which were to come and unexpired at the Feast of, &c. now last past, Property, Profit, Use, Trust, Benefit, Claim and Demand whatsoever, of her the said E. B. and the said R. B. or either of them, either in Law or Equity, of, in or to the Premises, or any Part or Parcel thereof, together also with the said two recited Indentures of Lease and Indenture of Assignment, and all other Deeds and Writings touching or concerning the Premises, now in the Custody of the said E. B. or which she can come by without Suit in Law; **To have and to hold** the said Close or Closes, and all and ^{Habendum} **Habendum** singular ^{from a Day} **from a Day**

past for the
Residue of the
Term.

Covenant on
the Trustee's
Part that he
hath not any
ways incum-
bered the Pre-
misses.

Covenant that
the said In-
dentures of
Lease are good
Leases in the
Law ;

and that the
Assignors have
Power to af-
sign, &c.

Covenant that
the Assignee
shall quietly
enjoy the Pre-
misses ;

and that they
are free and
clear from all
former In-
cumbrances.

Covenant that
the Assignee
shall save
the Assignor
harmless from
the Payments,
Covenants,
&c. in the
said recited
Indentures of
Lease con-
tained.

singular other the Premises herein before mentioned or intended to be hereby bargained, sold, assigned and set over, with their and every of their Rights, Members and Appurtenances, unto the said *J. S.* his Executors, Administrators and Assigns, from the said Feast-Day of the Annunciation of the Blessed Virgin *Mary* last past before the Date hereof, for and during and unto the full End of the several Terms of Years in and by the said two recited Indentures of Lease respectively granted, which were then or are yet to come and unexpired : **And** the said *R. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *J. S.* his Executors, Administrators and Assigns, by these Presents, that he the said *R. B.* hath not made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing, whereby or by Means whereof the said first recited Indenture of Lease and Premises thereby demised, or any Part or Parcel thereof, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise : **And** the said *E. B.* for herself, her Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant to and with the said *J. S.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following ; (that is to say), that the said two recited Indentures of Lease upon the said Feast-Day of the, &c. now last past, and at the Time of the Enfealing and Delivery of these Presents, (for and notwithstanding any Act, Matter or Thing, by the said *E. B.* or the said *G. B.* or *W. B.* deceased, or the said *R. B.* or any of them had, made, done or suffered, or to be had, made, done or suffered to the contrary), are good, sure, perfect and indefeasible Leases in the Law of and for all and singular the Premises thereby demised, and hereby assigned and set over, or intended to be assigned and set over, and shall so remain, continue and be unto the said *J. S.* his Executors, Administrators and Assigns, from henceforth, for and during all the Rest and Residue of the several Terms of Years thereby respectively granted, yet to come and unexpired, **Under** the yearly Rents, Covenants and Conditions therein respectively mentioned or contained : **And** that the said *E. B.* and the said *R. B.* or one of them, have or hath in him, her or themselves, full Power, good Right and lawful Authority to bargain, sell and assign, all and singular the Premises herein before mentioned or intended to be hereby bargained, sold and assigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *J. S.* his Executors, Administrators and Assigns, in Manner and Form aforesaid : **And** also that the said *J. S.* shall or lawfully may from Time to Time, and at all Times hereafter during the Continuance of the several Terms of Years in and by the said two recited Indentures of Lease or either of them granted, peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the Premises herein before mentioned or intended to be hereby bargained, sold and assigned, and every Part and Parcel thereof, with the Appurtenances, without the lawful Let, Suit, Trouble, Denial, Disturbance, Eviction, Expulsion or Interruption of her the said *E. B.* her Executors or Administrators, or any of them, or any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under her, or by, from or under the said *G. B.* and *W. B.* deceased, or the said *R. B.* or any of them : **And** that free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged, or otherwise by her the said *E. B.* her Heirs, Executors and Administrators, or some of them, well and sufficiently saved, kept harmless and indemnified, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Assignments, Mortgages, Surrenders, Forfeitures, Rents, Arrearages of Rents, Debts to the King, Taxes, Duties, Judgments, Executions, Extents, Statutes, Rights, Titles, Estates, Charges and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done or suffered by the said *E. B.* or the said *G. B.* and *W. B.* deceased, or any of them, or any other Person or Persons lawfully claiming or to claim, by, from or under her, them or any of them, the Rents, Covenants, Conditions and Agreements in and by the said several recited Indentures of Lease reserved, mentioned and expressed, which from the said Feast-Day of, &c. now last past, on the Tenant's or Lessee's Part and Behalf, are and ought to be paid, performed, fulfilled and kept, only excepted and foreprized : **And** the said *J. S.* for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and grant to and with the said *E. B.* her Executors and Administrators, that he the said *J. S.* his Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said *E. B.* her Executors, Administrators and Assigns, and every of them, and her and their Lands and Tenements, Goods and Chattels, of and from all Actions, Suits, Troubles, Costs, Charges and Damages whatsoever, for, touching or concerning any of the Payments, Covenants, Clauses, Articles, Provisoes and Agreements, mentioned, expressed or contained in the said two several recited Indentures of Lease, or either of them, for or in respect of the said Close or Closes hereby assigned and set over, or any Part thereof, which from and after the said Feast-Day of, &c. now last past, on the Tenant's

Tenant's or Lessee's Part, are or ought to be paid, performed, observed, fulfilled and kept, according to the true Intent and Meaning of the same Indentures. **In Witness, &c.**

Assignment of an Indenture of Lease by an Administrator, in Trust that the Assignee shall re-assign the same.

THIS Indenture made, &c. **Between** J. C. Citizen and Leather-seller of London, Administrator of the Goods and Chattels, Rights and Credits of E. his late Wife, deceased, on the one Part, and G. C. Citizen and Stationer of London, on the other Part.

Whereas J. H. of, &c. Esq; did by his Indenture of Lease, bearing Date, &c. for the Considerations therein mentioned, demise unto S. H. late of London, Widow, deceased, all those two Tofts, Pieces or Parcels of Ground and Soil, situate, lying, &c. whereon two Messuages or Tenements formerly stood, which were some Time in the several Tenures or Occupations of J. A. Esq; and A. J. and were burnt down by the then late dreadful Fire of London, which said Ground contains the several Measures and Dimensions in the said Indenture of Lease, and in the Scheme or Ground-Plot thereto annexed, particularly mentioned and expressed; **To** hold to the said S. A. her Executors, Administrators and Assigns, from, &c. for the Term of, &c. at and under the Rent of one Pepper-Corn for the first Year, and one half Year of the said Term, and the yearly Rent of, &c. for the Remainder of the said Term, as by the said Indenture of Lease, Relation being thereunto had, may more fully appear: **And whereas** the said S. A. did in her Life-time erect and build several Messuages or Tenements, and other Buildings upon the said Ground and Soil, according to a Covenant for that Purpose mentioned in the said recited Indenture of Lease; **And whereas** the said S. A. by her last Will and Testament in Writing, bearing Date on or about, &c. did give and bequeath the said Indenture of Lease, and the said several Messuages or Tenements, and Ground thereby demised, and all her Estate and Interest therein, unto her Niece E. A. and constituted and appointed J. B. and D. W. Executors of her said Will, who proved the same in the Prerogative Court of Canterbury, and took upon them the Execution thereof, as by said last Will and Testament, Relation being thereunto had, may more fully appear: **And whereas** the said E. A. intermarried with the said J. C. and by Virtue thereof, and of the said Will, the said J. C. and E. his Wife, after the Decease of the said S. A. became intituled to the said Messuages or Tenements and Ground, by the said recited Indenture demised, and soon after the Death of the said S. A. the said J. C. by and with the Assent of the said J. B. and D. W. her Executors, entred and became possessed of the said several Messuages or Tenements and Ground, and the said J. C. as well during the Life of the said E. as ever since her Death, hath peaceably and quietly held and enjoyed the same, and received the Rents, Issues and Profits thereof to his own Use: **And whereas** no Assignment of the said Indenture of Lease, or the Premises thereby demised, was made in the Life-time of the said E. and the said J. C. being by Virtue of the said Intermarriage intituled in Equity to the Remainder of the said Term granted by the said recited Indenture, and the Estate in Law of and in the Premises, being also at present vested in him by Virtue of his Administration to the said Elizabeth his late Wife: **Now this Indenture witnesseth**, That in Consideration of 5 l. of lawful English Money by the said G. C. to the said J. C. in Hand, at or before the Ensealing and Delivery of these Presents, well and truly paid, the Receipt whereof is hereby acknowledged, and to the Intent that the said G. C. shall and will re-assign and transfer the said recited Indenture of Lease, and the said several Messuages or Tenements, and Premises thereby demised unto the said J. C. his Executors, Administrators and Assigns, in such Manner as is herein after mentioned, that so the Estate in Law, of and in the Premises, may be fully and absolutely vested in him the said J. C. his Executors, Administrators and Assigns, for all the Remainder of the said Term, he the said J. C. hath bargained, sold, assigned and set over, and by these Presents doth bargain, sell, assign and set over unto the said G. C. the said recited Indenture of Lease, and the said several Messuages or Tenements and Ground, and all and singular other the Premises in or by the said recited Indenture of Lease demised, or mentioned or intended to be demised, and every Part and Parcel thereof, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Use, Trust, Property, Profit, Claim and Demand whatsoever of him the said J. C. of, in, to, or out of the same Premises, or any Part thereof; **To have and to** hold the said recited Indenture of Lease, and the said Messuages or Tenements and Ground, and all and singular other the Premises herein before mentioned or intended to be hereby assigned, with their and every of their Rights, Members and Appurtenances, unto the said G. C. his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of, &c. by the said recited Indenture of Lease granted yet to come and unexpired; **Upon special Trust and Confidence** nevertheless, and to the Intent and Purpose,

Recital of the Indenture of Lease.
The Premises, being two Tofts of Ground to be built upon.
Habendum for a Term of Years.

Recital that the Lessee did build several Tenements; and by Will devised the same, made Executors, &c.

The Devisee marries, and after the Death of the Devisor became intituled to the Premises; and with the Consent of the Executors she and her Husband enjoyed the same: Then the Devisee dies before any Assignment made thereof. Covenant of Assignment by the Husband, The Consideration.

Habendum for the Remainder of the Term,

in Trust that the Assignee shall re-assign the same.

pose, that he the said G. C. shall and will by Indenture of Assignment intended to be made between him the said G. C. on the one Part, and the said J. C. on other Part, and to bear Date the Day next after the Day of the Date of these Presents, re-assign and transfer the said hereby assigned Premises, with the Appurtenances, and all his Estate, Right and Title therein, unto the said J. C. his Executors, Administrators and Assigns, for all the Residue and Remainder of the said Term, which shall be then to come and unexpired, freed from all Incumbrances done or committed by him the said G. C. **In Witness, &c.**

An Assignment of a Lease by an Indorsement thereon.

BE it remembered, That I the within named *W. B.* for and towards Satisfaction of the Sum of — by me due and owing unto *B. H.* of — and for and in Consideration of the Sum of *5 s.* to me in Hand paid, at or before the Sealing and Executing of this Indorsement (the Receipt whereof I do hereby acknowledge) **Have** for me, my Heirs, Executors and Administrators, granted, bargained, sold, assigned and set over, and by these Presents **Do** grant, &c. unto the said *B. H.* his Executors, Administrators and Assigns, as well this present, and the within written Indenture, as also all the Messuages or Tenements, Hereditaments and Premises within mentioned to be demised or granted to me, and likewise all my Estate, Right, Title, Interest, Claim, Property and Demand of, in or to the same, which I now have or hereafter may have or claim of, in or to the same, either by Force, Virtue or Means of the within written Indenture, or otherwise howsoever. **Witness** my Hand and Seal this — Day of —

Assignment of two Leases, and of an Assignment by way of Mortgage of one of the Leases in Consideration of finding the Assignor Victuals, &c.

THIS Indenture made, &c. **Between** *A. J.* of — Widow, of the one Part, (*the Assignor*) and *J. S.* of — Widow, of the other Part, (*the Assignee*). **Whereas,** &c. (*here was a Recital of Articles of Agreement for T. W. Executor of his Father, to assign the now assigned Premises to the above Assignor*): **And whereas** the said *T. W.* in Pursuance and Performance of his Agreement in the said recited Articles contained by Indenture of Assignment, &c. (*Recital of the said Assignment, therein reciting one Lease to T. W.'s Father, and an Assignment by way of Mortgage to A. P. of the same, and another Lease to T. C. and that the same was assigned to T. W.'s Father*): **And whereas** the said *A. J.* (in Consideration of the said Sum of — hereafter mentioned to be paid to her by the said *J. S.* and also in Consideration that by an Indenture bearing even Date herewith, the said *J. S.* hath thereby covenanted and agreed at her Charge, to find the said *A. J.* with Meat, Drink, Lodging, Washing, Apparel, and all other proper Necessaries whatsoever, for and during the Term of her natural Life, in such Manner as therein is mentioned) **Hath** agreed absolutely to assign unto the said *J. S.* the herein before in Part recited Indentures of Lease, and the two several Messuages or Tenements, and other the Premises thereby respectively demised, (subject nevertheless in such Manner as herein after is mentioned): **Now this Indenture witnesseth,** that in Pursuance and Part of Performance of the said last mentioned recited Agreement of her the said *A. J.* and for and in Consideration of — the Receipt whereof, &c. (*Vide Tit. Considerations*) she the said *A. J.* **Hath** granted, bargained, sold, assigned, transferred and set over, and by these Presents **Doth** freely, clearly and absolutely grant, &c. unto the said *J. S.* her Executors, Administrators and Assigns, **As well** the said herein first above recited Indenture of Lease, bearing Date the — Day of — and the said Piece or Parcel of Ground, Messuage or Tenement thereon erected and built, situate in — aforesaid, with their Appurtenances, and as the said Premises are now in the Tenure or Occupation of — his Undertenants or Assigns, **As also** the said herein above recited other Indenture of Lease bearing Date the said — Day of — and the said Piece or Parcel of Ground, Messuage or Tenement thereon erected and built, situate and being in — aforesaid, with their Appurtenances, and as the said Premises are now in the Tenure or Occupation of — his Undertenants or Assigns; **And** all and singular other the Leasehold Messuages or Tenements and Premises, which in and by the said recited Indenture of Assignment of — of — last past, whereby the said *T. W.* assigned unto the said *A. J.* or mentioned or intended so to be, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Term and Terms of Years to come and unexpired, Possession, yearly Rents, Issues and Profits, Benefit of Renewal, Property, Claim and Demand whatsoever or howsoever, both in Law and Equity, of her the said *A. J.* or of any Person or Persons in Trust for her, of, in, to or out of the said herein before assigned Messuages or Tenements and Premises, and every Part and Parcel thereof, by Virtue of the said

faid above recited several Indenture of Lease and Indenture of Assignment, or any or either of them, or otherwise howsoever, together with the said recited Indenture of Assignment, and all other Deeds, Evidences and Writings whatsoever touching or concerning the same Premises which the said *A. J.* hath in her Custody or Power, or can or may come by without Suit in Law or Equity, and together also with all Profits, Benefits, Interest, Dividends and Advantage whatsoever to arise or be made by Virtue of any Instruments or Policy or Policies of Insurance, insured in any of the publick Fire-Offices on the said herein before assigned Messuages or Tenements and Premises, or any Part thereof; **To have and to hold** the said hereby assigned Piece or Parcel of Ground, Messuage or Tenement and Premises situate in ——— aforesaid, with their Appurtenances unto the said *J. S.* her Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of ——— by the said first recited Indenture of Lease granted, which is now to come and unexpired, in as full, large, ample and beneficial Manner to all Intents and Purposes whatsoever, as she the said *A. J.* her Executors or Administrators, could or might have had, held, received and enjoyed the same, in Case these Presents had not been made, (subject nevertheless to the Payment of the said yearly Ground-Rent of ——— by the same Indenture of Lease reserved, and to the several Covenants, Conditions and Agreements therein contained, and which from henceforth on the Lessees or Assignees Part are to be paid, done and performed; and also subject to the Payment of the said *A. P.* her Executors, Administrators and Assigns, of the said Principal Sum of ——— and of all Interest Monies now due and to grow due for the same, so secured to her and them by the said recited Indenture of Assignment or Mortgage, dated the said ——— Day of ——— as aforesaid); **And to have and to hold** the said other herein before assigned Piece or Parcel of Ground, Messuage or Tenement and Premises situate in ——— aforesaid, with their Appurtenances, unto the said *J. S.* her Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of ——— Years by the above second Indenture of Lease granted, which is now to come and unexpired, and that in as full, large, ample and beneficial Manner to all Intents and Purposes whatsoever, as she the said *A. J.* her Executors or Administrators, could or might have had, held, received or enjoyed the same in Case these Presents had not been made, (subject nevertheless to the Payment of the said yearly Ground Rent of ——— by the said above recited second Indenture of Lease reserved, and to the several Covenants, Conditions and Agreements therein contained, and which from henceforth on the Lessees or Assignees Part, are to be paid, done and performed). (*Covenants no Act done to incumber the Premises; that the two Leases are good, &c. that the Assignor has Power to assign; that the Assignee shall peaceably enjoy, free from Incumbrances; further Assurances, Vide Tit. Covenants*). And the said *J. S.* for herself, her Heirs, Executors and Administrators, and for every of them, doth covenant, promise and agree, to and with the said *A. J.* her Executors, Administrators and Assigns by these Presents, that she the said *J. S.* her Heirs, Executors or Administrators, at her and their own proper Costs and Charges, shall and will from henceforth find, provide and allow unto the said *A. J.* from Time to Time, and at all Times hereafter during the Term of her natural Life, as well with good and wholesome Meat and Drink, as also with Washing and Lodging, and all Manner of Wearing Apparel of what Nature or Kind soever, suitable and convenient, as likewise with all other proper Necessaries whatsoever, in Health and Sicknes, as shall be proper and necessary, as shall be by her the said *A. J.* at any Time reasonably required; and that the said *J. S.* her Executors or Administrators, at her and their like Charge, upon the Death of the said *A. J.* shall cause her Body to be decently buried, at such Place and in such Manner as she at any Time before her Death shall direct and appoint, so as the Expence and Charge thereof exceed not in the whole the Sum of ———. **In Witness, &c.**

To find one Necessaries during Life, and to be at the Charge of one's Funeral.

Assignment of a Lease for Years to attend the Inheritance, made by an Executrix and her Husband, by the Direction of the Vendor, and at the Nomination of the Purchaser.

By Indorsement.

Whereas *T. B.* of ———, Esq; and *J. J.* of ———, Gent. have with the Consent and Approbation, and by the exprefs Direction of *S. B.* of ———, Esq; and *S. B.* the Younger of ———, Esq; and *M.* his Wife, and *J. C.* of ———, Esq; purchased of the within named *W. P.* and *J. P.* Esq; Son and Heir apparent of the said *W. P.* the Fee-simple and Inheritance of the within mentioned Messuage, &c. in and by the within written Indenture assigned to the within named *C. P.* his Executors, &c. for the Remainder of the within mentioned Term of ——— Years, for the Sum of 13000 *l.* of, &c. and the said Premises by Indentures of Lease and Release, (*Recital of a Lease and Release to T. B. and J. J. and their Heirs,*

Heirs, subject to the Uses, &c. in a Marriage Settlement therein recited): And whereas the said C. P. is dead, having in his Life-time made his last Will and Testament, and thereof constituted and appointed his three Daughters, viz. — his Executrixes, and the said J. K. * hath solely proved the said Will in the Prerogative Court of *Canterbury*, whereby the said J. and in her Right the said R. K. is become possessed of, or intitled unto the Remainder of the within mentioned Term of — Years: **Know ye**, That for and in Consideration of, &c. they the said R. K. and J. his Wife, by the Direction and Appointment of the said W. P. and J. P. and at the Nomination of the said T. B. and J. J. testified by their being Parties to, and Signing and Sealing these Presents, **Have** and each of them **hath** bargained, &c. and the said W. P. and J. P. have, and each of them hath ratified and confirmed, and by these Presents the said R. K. and J. his Wife, **Do** and each of them **Doth** fully, clearly and absolutely bargain, &c. and the said W. P. and J. P. do and each of them doth ratify and confirm unto the said R. M. his Executors, &c. **All** that, &c. in the within written Indenture mentioned and described, with their Appurtenances, together with the within written original Indenture of Lease, and the several mesne Assignments thereof, and all and singular other the Premises within mentioned to be assigned to the said C. P. his Executors, &c. and all the Estate, &c. of the said R. H. and J. his Wife, W. P. and J. P. and of every of them, of, in and to the same, and every Part and Parcel thereof; **To have and to hold** the said — and all and singular other the Premises herein before mentioned, or intended to be hereby bargained, &c. with their and every of their Appurtenances unto the said R. M. his Executors, &c. from henceforth for and during all the Rest, Residue and Remainder of the within mentioned Term of — Years yet to come and unexpired; **In Trust** for the several Persons to whom the said hereby assigned Premises are limited, in and by the said herein before recited Indenture of Release, and to attend and wait upon the Freehold and Inheritance of the same Premises. (*Covenant from R. H. and J. his Wife, to R. M. that no Act is done to incumber the Premises.*) **In Witness, &c.**

Absolute Assignment of several Under-Leases and Ground-Rents to a Purchaser.

THIS Indenture Quinquepartite, made, &c. **Between** J. H. of, &c. of the first Part, R. A. of, &c. of the second Part, J. S. of, &c. of the third Part, (*three several Mortgagees*) J. W. of, &c. of the fourth Part, and A. C. of, &c. of the fifth Part. **Whereas**, &c. (*recite the two original Indentures of Lease made to A. W. Brother of the said J. W. at and under the several yearly Rents of 3 s. 4 d. each*) and in case the said A. W. his Executors, &c. should at any Time or Times, during the Terms aforesaid, use or exercise, or cause, permit or suffer the said Pieces or Parcels of Ground thereby demised, or any of the Erections and Buildings thereon erected and built, or to be erected or built, or any Part thereof, to be used or exercised, as and for any of the Arts or Trades following, viz. &c. or any of them, then at the yearly Increase of Rent of 30 l. (over and above such yearly Rent of 3 s. 4 d.) Tax free, by equal quarterly Payments at the same Quarter-Days appointed for Payment of the said yearly Rent of 3 s. 4 d. in which said Indenture of Lease there is a Covenant or Clause, in the Words following; to wit, And lastly, that it shall and may be lawful to and for the said A. W. his Executors, Administrators and Assigns, to use or exercise, or cause, permit or suffer, all or any Part of the Piece or Parcel of Ground, and the Erections and Buildings thereon erected and to be erected, above hereby demised, which shall not front B. Street aforesaid, to be used or exercised, as or for any of the Arts or Trades herein before mentioned to be prohibited from being used thereon (a Brewer or common Brewhouse only excepted); the said Indenture, or any Covenant, Clause, Matter or Thing therein contained to the contrary thereof in any wise notwithstanding; (*recite the several Mortgages made thereof by said A. W. to H. A. and S. recite the Assignment from A. W. to J. W. subject to the Mortgages; recite the seventy-one Under-Leases made from the said A. W. J. W. and the three Mortgagees of the several Premises comprised therein, at and under the several yearly Rents therein reserved, as by the Counterparts of the 71 recited Indentures of Lease made from the said A. W. J. W. J. H. J. S. and R. A. Relation, &c.*) **And whereas** the several yearly Ground-Rents or Sums of Money reserved and made payable in and by the said 71 Leases, amount together to the yearly Sum of 146 l. 19 s. 6 d. of lawful Money of Great Britain: **And whereas** there is now due and owing to the said J. H. for Principal and Interest Money upon the Security of the Premises above recited and mentioned, the full Sum of 1891 l. 16 s. 2 d. of, &c. **And whereas** there is now due and owing to the said R. A. for Principal and Interest Money upon the Premises above recited and mentioned to be

What is due
on Securities.

* As J. K. only proved the Will, no further Notice is necessary to be taken of the other Sisters.

made a Security to him, the full Sum of 812*l.* 13*s.* and 5*d.* of, &c. and no more: **And** ^{Agreement for the Purchase.} **whereas** there is now due and owing to the said *J. S.* for Principal and Interest Money upon the Security to him made of the Premises above recited and mentioned, the full Sum of 822*l.* 18*s.* and 5*d.* of, &c. and no more: **And whereas** the said *A. C.* hath agreed with the said *J. W.* for the absolute Purchase of the Reversion of all and singular the said several Pieces or Parcels of Ground, Messuages and Premises, with their Appurtenances, demised and granted by the said 71 Under-Leases herein before recited, whereupon the said several yearly Rents, amounting in the Whole to the said yearly Sum of 146*l.* 19*s.* 6*d.* are reserved, and of the Remainder of the said several Terms of 60 Years and 39 Years, and 59 Years and 39 Years, in and by the said two first above recited original Indentures of Lease granted, of and concerning the Premises comprised in the said several Under-Leases for the Sum of 3674*l.* 7*s.* 6*d.* of, &c. **Now this Indenture witnesseth,** that for ^{Consideration.} and in Consideration of the Sum of 1891*l.* 16*s.* and 2*d.* of, &c. to the said *J. H.* in Hand paid by the said *A. C.* at, &c. and of the Sum of 812*l.* 13*s.* and 5*d.* of like, &c. to the said *R. A.* in Hand paid by the said *A. C.* at, &c. and also of the Sum of 822*l.* 18*s.* and 5*d.* of like, &c. to the said *J. S.* in Hand, &c. at, &c. (which several Sums of Money so severally paid to the said *J. H.* *R. A.* and *J. S.* are in full of all Monies due and owing to them, or any of them, upon the Security of the Premises above, in and by these Presents recited and mentioned, or any Part thereof, and which said several Sums of Money are so paid by the Direction and Appointment of the said *J. W.* testified by his being made a Party to, and Sealing and Executing these Presents) the Receipt of which said several Sums of Money so severally paid to the said *J. H.* *R. A.* and *J. S.* as aforesaid, they do hereby severally acknowledge, and themselves to be therewith severally fully paid and satisfied, and thereof and therefrom, and of and from every Part and Parcel thereof, do severally acquit, exonerate and discharge the said *A. C.* his Heirs, Executors, Administrators and Assigns, and every of them by these Presents; and for and in Consideration of the Sum of 146*l.* 19*s.* and 6*d.* of, &c. to the said *J. W.* in Hand paid by the said *A. C.* at, &c. the Receipt, &c. which said several Sums of 1891*l.* 16*s.* and 2*d.* 812*l.* 13*s.* and 5*d.* 822*l.* 15*s.* and 5*d.* and 146*l.* 19*s.* and 6*d.* make together the above mentioned Purchase Money or Sum of 3674*l.* 7*s.* and 6*d.* **They** the said *J. H.* *R. A.* and *J. S.* **Have** bargained, sold, ^{Assignment, Release and Confirmation.} assigned and set over, **And** the said *J. W.* **hath** granted, released and confirmed, **And** by these Presents the said *J. H.* *R. A.* and *J. S.* (at the Request and by the Direction and Appointment of the said *J. W.* testified by his being a Party to, and Sealing and Executing these Presents) **Do** bargain, &c. and the said *J. W.* **Doth** grant, release and confirm unto the said *A. C.* **All** and every the Pieces or Parcels of Ground severally demised and leased, in and ^{Parcels:} by the said 71 above recited Indentures of Lease made by and from the said *A. W.* *J. W.* *T. W.* *J. S.* *R. A.* and *J. H.* or some of them, and all every the Messuages or Tenements, Erections and Buildings upon the said Pieces or Parcels of Ground, or any of them, or any Part of them, erected and built, or that may be erected or built, and every Part and Parcel thereof, with their and every of their Appurtenances, together with the Counterparts of the said 71 above recited Indentures of Lease made as aforesaid, by and from the said *A. W.* *J. W.* *T. W.* *J. S.* *R. A.* and *J. H.* or some of them, and all and every the yearly and other Rent and Rents therein and thereby, or in or by any of them, reserved and made payable to be from henceforth paid, and all the Estate, Right, Title, Interest, Terms for Years yet to come and unexpired, Use, Possession, Reversion, Benefit and Equity of Redemption, Property, Profit, Claim and Demand whatsoever both in Law and Equity of them the said *J. H.* *R. A.* *J. S.* and *J. W.* or any of them, of, in or to the Premises hereby assigned, or any Part thereof, by Force and Virtue of the several Indentures, Deeds and Writings above, in and by these Presents recited and mentioned, or any of them, or otherwise howsoever; **To** ^{Habendum.} **have and to hold** the said Pieces or Parcels of Ground, Messuages or Tenements, Erections, Buildings, Counterparts of Leases, yearly and other Rent and Rents, and all and singular other the Premises in and by these Presents bargained, sold, assigned and set over, and granted, released and confirmed, or meant or mentioned so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *A. C.* his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said several Terms of 60 Years, 39 Years, 58 Years and 39 Years, granted or demised in and by the said above recited Indentures of Lease made to the said *A. W.* as aforesaid, which are yet severally to come and unexpired, **Subject** to the Rents and Covenants therein reserved and ^{Subject, &c.} contained on the Lessees Part to be paid and performed. **And** the said *J. H.* *R. A.* and *J. S.* ^{Covenants} every of them separately, &c. covenant, &c. to and with the said *A. C.* his, &c. by, &c. done no Act. that they, &c. have not, nor any of them hath made, done or committed any Act, &c. whereby, &c. the said Premises by these Presents assigned and released, or any Part thereof, is, are or may be impeached or incumbered in Title, Charge, Estate or otherwise howsoever.

Good Lease. **And** the said *J. W.* doth for himself, his Heirs, Executors and Administrators, covenant, &c. to and with the said *A. C.* his, &c. by, &c. in Manner, &c. (that is to say) that the said
 Good Right. above recited Indentures of Lease made to the said *A. W.* now are and be good, &c. **And** that the said *J. H. R. A. J. S.* and *J. W.* now have, &c. good Right, &c. to bargain, &c. all the Premises by these Presents bargained, sold, assigned and set over, and granted, released and confirmed unto the said *A. C.* his, &c. during, &c. by the said two original Leases
 Peaceable Enjoyment. granted, and in Manner and Form aforesaid; **And** that the said *A. C.* his, &c. shall, &c. during the Residue of the several Terms of Years by these Presents assigned, peaceably and quietly have, &c. all the said Premises by these Presents assigned and released, and every Part thereof, with their Appurtenances, without any Let, &c. **And** that the said hereby assigned Premises now are and be free, &c. of and from all former and other Bargains, &c. by the said *J. H. R. A. J. S. J. W. A. W.* and *T. W.* or any of them, except the said three-score and eleven recited Indentures of Lease made as aforesaid by and from the said *A. W. J. W. T. W. J. S. R. A.* and *J. H.* or some of them, of the Premises hereby assigned, at and under the said several yearly Rents therein and thereby respectively reserved and herein before mentioned; **And** that the said *J. W.* his, &c. and all and every other Person and Persons, any Estate having, &c. or that shall or may have, &c. any Estate or Interest of, in or to the Premises by these Presents assigned, or any Part thereof, by, from or under him, them or any of them, or by, from or under the said *A. W.* and *T. W.* or either of them, (except the Lessees named in the said three-score and eleven Leases for or in Respect of the same Leases only) shall and will from Time, &c. and at the proper Costs, &c. make, &c. all and every such further and other lawful and reasonable Act, &c. **And** that the said *J. W.* his, &c. shall and will during all the Remainder of the Terms of Years demised and now to come in and by the above recited Indenture of Lease of the 26th of *August 17*—made to the said *A. W.* well and truly pay or cause to be paid the said yearly Rent or Sum of 3 s. and 4 d. thereby reserved, according to the true Meaning of the said Lease; **And** also shall and will, during the Remainder of the Terms of Years demised, and now to come, in and by the second above recited Indenture of Lease of the 30th of *November 17*—made also to the said *A. W.* well and truly pay or cause to be paid the said yearly Rent or Sum of 3 s. 4 d. thereby reserved, (according to the true Meaning of the said Lease) and sufficiently indemnify and save harmless the said *A. C.* his Executors, Administrators and Assigns, and all the Premises in and by these Presents assigned and released, from and against the Payment of the said several yearly Rents, and every of them, and every Part of them, and from and against all Actions, Suits, Distresses, Re-entries, Costs, Charges and Damages whatsoever, for or in Respect of the Non-payment of the several yearly Rents, or any of them, or any Part of them: **And** that the said *J. W.* his, &c. shall and will pay the said yearly Rents of 30 l. severally reserved in and by the said two Indentures of Lease made to the said *A. W.* in Case the Premises thereby severally demised should be used for any of the Trades in and by the same two Leases prohibited from being used; and perform and keep all the Covenants, Clauses and Agreements mentioned and contained in and by the same two Indentures of Lease made to he said *A. W.* as aforesaid, on the Tenants or Lessees Parts to be performed and kept, according to the true Intent and Meaning of the said Leases, during all the Terms of Years now to come in and by the same two Leases, so far only as the same respects and relates to so much of the Grounds and Buildings by the said two Leases demised to the said *A. W.* as is not and are not in and by these Presents assigned and released to the said *A. C.* and sufficiently indemnify and save harmless the said *A. C.* his, &c. and all the Premises, in and by these Presents assigned and released, from and against the Payment and Performance of the said Rents and Covenants, and every of them, and every Part of them, so far only as the same respects and relates to so much of the Grounds and Buildings by the said two Leases demised to the said *A. W.* as is not and are not in and by these Presents assigned and released to the said *A. C.* as aforesaid, and from and against all Actions, Suits, Distresses, Re-entries, Costs, Charges and Damages whatsoever, for or in Respect of the Non-payment or Non-performance of the said Rents and Covenants, or any of them, or any Part of them, so far only as the same respects and relates to so much of the Grounds and Buildings by the said two Leases demised to the said *A. W.* as is not and are not in and by these Presents assigned and released to the said *A. C.* as aforesaid. **And** lastly, the said *A. C.* doth for himself, &c. covenant, &c. to and with the said *J. W.* his, &c. by these Presents, that in Case the said *A. C.* hath the Custody and Possession of the two above recited Indentures of Lease of the 26th of *August 17*—and the 30th of *November 17*—he the said *A. C.* his Executors, Administrators and Assigns, shall and will at all and every Time and Times hereafter, during the Term of Years for which the Premises are by these Presents assigned, upon the reasonable Request, and at the proper Costs and Charges of the said *J. W.* his, &c. produce and shew, or cause the two several above recited Indentures of Lease made to the said *A. W.* as aforesaid,

Free from Incumbrances.
 Further Assurance.
 Covenant to pay the Rents reserved,
 and to indemnify.
 To produce Leases.

said, to be produced and shewed in or before any Court or Courts of Law or Equity, or to or before the Counsel of the said *J. W.* his, &c. to evidence and set forth, maintain and support the Title of the said *J. W.* his, &c. of, in and to the Remainder of the Pieces or Parcels of Ground which were demised to the said *A. W.* in and by the two several above recited Indentures of Lease made to him the said *A. W.* as aforesaid, and which are not in and by these Presents assigned to the said *A. C.* as aforesaid. **In Witness, &c.**

An Assignment of a Term to Trustees for several Purchasers of an Estate, the same being sold in Parcels.

(a) **FIRST** recite the Creator of the Term and the several mesne Assignments thereof. Secondly, recite every Purchase short thus: **And whereas** the said Sir *T. T.* hath purchased or agreed to purchase to him and his Heirs **All** that, &c. **And whereas** the said *A. B.* hath purchased or agreed to purchase to him and his Heirs **All** that, &c. (and so on for every Purchaser: **Now this Indenture witnesseth, &c.** (and so assign the Premises to *C.* and *D.* in the usual Form) **To have and to hold** the said Manor, Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned and intended to be hereby assigned, with their and every of their Appurtenances, unto the said *C.* and *D.* their Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue and Remainder of the said Term of 1000 Years yet to come and unexpired; **In Trust nevertheless** as to the said Manor, and so much of the said Premises as are purchased or agreed to be purchased by the said Sir *F. T.* for him the said Sir *T. T.* his Heirs and Assigns, and to be conveyed and disposed of as he the said Sir *T. T.* his Heirs or Assigns, shall direct and appoint; and in the mean Time and until such Direction and Appointment, to attend and wait the Freehold and Inheritance of the same Premises now vested or intended to be vested in the said Sir *T. T.* and his Heirs, and to protect the same Freehold and Inheritance from Incumbrances: **And** as to such other Part or Parts of the said Premises as are purchased or agreed to be purchased by the said *A. B.* **In Trust** for him the said *A. B.* his Heirs and Assigns, &c. (and so on for every Purchaser; and add a Covenant that the Assignees have done no Act to incumber the Premises, &c.) **In Witness, &c.**

Assignment of a Lease from an Administratrix to two intended Copartners, (by the Consent of their Friends, according to Articles, &c.)

THIS Indenture Tripartite, made, &c. **Between** *A. H.* of London, Widow, (Administratrix of the Goods and Chattels, Rights and Credits of *J. H.* of *H. B.* London, Distiller, her late Husband, deceased) of the first Part, *J. R.* of, &c. and *J. J.* of, &c. Gent. of the second Part, *J. J.* Citizen and Distiller of London, (Son of the above named *J. J.*) and *T. L.* also Citizen and Distiller of London, of the third Part. **Whereas** by Indenture of Lease, &c. (Recital of the Lease, and of the Assignment thereof to Mr. *H.*) **And** whereas the said *J. H.* is lately dead Intestate, and Letters of Administration of all and singular his Goods and Chattels having been duly granted out of the Prerogative Court of Canterbury to the said *A.* his Wife, she the said *A.* by Virtue thereof is become legally intitled to the said recited Indenture of Lease, Messuages or Tenements, Yards and Premises thereby demised and so assigned to the said *J. H.* as aforesaid, for the Residue of the said Term of 21 Years, which is now therein to come and unexpired: **And whereas** by certain Articles of Agreement bearing Date the 2d Day of January now last past, and made between the said *A. H.* (by the Name of *A. H.* Widow, Administratrix of *J. H.* of *H. B.* London, Distiller) of the one Part, and the said *J. R.* and *J. J.* the Father, of the other Part; whereby the said *A. H.* (in Consideration of the Sum of 300*l.* to be paid to her therein after mentioned) **Did**, amongst other Things, covenant and agree to and with the said *J. R.* and *J. J.* the Father, that she the said *A. H.* would on or before the 2d Day of February then next ensuing, at the Place therein mentioned, and at the Charge of them the said *J. R.* and *J. J.* the Father, seal and execute unto them, their Executors or Assigns, a good and sufficient Assignment of **All** those three Messuages or Tenements and Yards thereunto belonging, with their Appurtenances, (being the Premises comprized in the above recited Indenture of Lease, and which are herein after assigned) together with the said Lease and Assignment thereof; **Subject** to and under the Rents and Covenants reserved and contained therein on the Lessee's Part

(a) This was dated some Time before the Conveyance of the Inheritance. Note; the Inheritance was conveyed by Lease and Release to every one of the Purchasers.

Part to be paid and performed, and with such reasonable Covenants in the said Assignment to be as Counsel should advise, and likewise a Covenant on the Part of the said *J. R.* and *J. J.* the Father, their Executors or Assigns, for Payment and Performance of the yearly Rent and Covenants in the said Lease reserved and contained, and to keep harmless and indemnified the said *A. H.* her Executors and Administrators therefrom: *And* the said *J. R.* and *J. J.* the Father, for themselves, their Executors and Assigns, did thereby (amongst other Things) covenant with the said *A. H.* that they the said *J. R.* and *J. J.* the Father, would on the said 2d Day of *February* pay unto the said *A. H.* the Sum of 300*l.* the Consideration Money before mentioned, and at the same Time would accept of the said Assignment of the said Lease of the said three Messuages and Premises, and at the same Time execute and deliver unto the said *A. H.* a Counterpart of the said Assignment, as in and by the said in Part recited Articles, Relation being thereunto had (amongst other Things) more fully may appear: **And whereas** the Names of them the said *J. R.* and *J. J.* the Father, in the said recited Articles used and mentioned, were and are therein only so used, at and by the Nomination of and in Trust for them the said *J. J.* the Son and *T. L.* and the said Sum of 300*l.* therein mentioned and covenanted to be paid by them the said *J. R.* and *J. J.* for the Purchase of the said Indenture of Lease, Messuages and Premises, and for the Assignment thereof as aforesaid, was and is agreed should be paid by them the said *J. J.* the Son and *T. L.* who are agreed to be the joint Purchasers of the said Premises for the Residue of the Term of Years now to come therein, without any Benefit of Survivorship, in such Manner, and subject in such Manner as herein after is mentioned and expressed; which is hereby acknowledged and declared so to be by all the Parties hereto, testified by their Executing hereof: **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of 300*l.* of, &c. to her the said *A. H.* in Hand, &c. by them the said *J. J.* the Son and *T. L.* at or before the Sealing and Delivery of these Presents, in Manner as follows, *viz.* The Sum of 150*l.* (being one Moiety thereof) by him the said *J. J.* the Son, and the like Sum of 150*l.* (being the other Moiety thereof) by the said *T. L.* the Receipt and Payment of which said several Sums of 150*l.* and 150*l.* (making together the said Sum of 300*l.*) she the said *A. H.* doth hereby acknowledge, and of and from every Part, &c. which said Sum of 300*l.* so paid in Manner as aforesaid, is by her the said *A. H.* hereby agreed and declared to be in full for all the absolute Purchase of all her the said *A. H.*'s Estate, Right, Title, Term of Years, Interest and Benefit of Renewal of, in and to the said Indenture of Lease, Messuages or Tenements, Yards and Premises thereby demised, and herein after assigned, and for divers, &c. **She** the said *A. H.* (at the Request, and by and with the Consent, Direction and Appointment of them the said *J. R.* and *J. J.* the Father, testified, &c. **hath** granted, bargained, sold, assigned, transferred and set over, and by, &c. doth freely and absolutely grant, &c. unto the said *J. J.* the Son and *T. L.* their Executors, Administrators and Assigns, **As well** the said herein before recited Indenture of Lease, **As also** all those the said three Brick Messuages or Tenements, and Yards thereunto belonging, and also the great back Yard lying behind the said three Messuages, and all and singular other the Premises which in and by the said recited Indenture of Lease were demised to the said *T. M.* or which were by him assigned to the said *J. H.* as aforesaid, or mentioned or intended so to be, with their and every of their Appurtenances, together with all Improvements since made thereon; and as the said Premises late were in the several Occupations of the said *A. W. C. F.* and *M. B.* Widow, and now of the said *A. H.* and of *R. P.* and *W. B.* or of their respective Under-tenants or Assigns, (except as in the said Indenture of Lease is excepted); **And** all the Estate, &c. of her the said *A. H.* or of any Person or Persons in Trust for her, of, in, to or out of the said hereby assigned Messuages or Tenements, Yards and Premises, and every Part and Parcel thereof, by Virtue of the said recited Indenture of Lease indorsed, Assignment thereof, and Letters of Administration, any or either of them, or otherwise howsoever; **To have and to hold** the said Indenture of Lease, three Brick Messuages or Tenements, Yards, and all and singular other the Premises herein before mentioned and intended to be hereby assigned, with their and every of their Appurtenances, (except as before is excepted) unto them the said *J. J.* the Son and *T. L.* their Executors, Administrators and Assigns, from henceforth, for and during all the Rest and Residue of the said Term of 21 Years by the said recited Indenture of Lease granted, which is now to come and unexpired; and that in as full, large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as she the said *A. H.* could or might have held or enjoyed the same, in Case these Presents had not been made; **Subject nevertheless** to the Payment of the said yearly Rent of 110*l.* by the said recited Indenture of Lease reserved, and to the several Covenants, Provisoes, Conditions and Agreements therein mentioned and contained, and which from henceforth on the Tenants or Lessees Part are to be paid, done and performed; **And subject** then, as to one Moiety or Half Part of all and singular the hereby assigned Premises, (the Whole in two equal Parts to be divided)

As to Mr. R. and Mr. J.'s Name used in the Articles, in Trust for Mr. J. and Mr. L.

Considerations.

Assignment.

Premises.

Habendum.

Subject, &c.

No Benefit of Survivorship.

to and for the only Benefit of the said J. J. the Son, his Executors, Administrators and Assigns; and as to the other Moiety or Half-Part thereof, to and for the only Benefit of the said T. L. his Executors, Administrators and Assigns, without any Benefit or Advantage of Survivorship whatsoever to be had or taken by either of them the said J. J. the Son and T. L. in Case of Death before the Expiration of the said Term of 21 Years: And the said A. H. for herself, her Heirs, Executors and Administrators, and for every of them, doth covenant, &c. to and with each of them the said J. J. the Son and T. L. their Executors, Administrators and Assigns, by these Presents, in Manner as follows, (that is to say) That she the said A. H. hath not at any Time heretofore made, &c. (Covenant, done no Act, &c. as usual.) In Witness, &c.

An Assignment of a Moiety of a House and Furniture to a Person in Trust for his Sister (notwithstanding her Coverture) that she and the Assignor may be Copartners in letting Lodgings.

THIS Indenture, made, &c. Between J. M. of, &c. Widow, of the one Part, and J. E. of, &c. Innholder, of the other Part. Whereas the said J. M. by Virtue of a certain Indenture of Lease bearing Date, &c. and made from C. G. of, &c. is now intitled to and possessed of a Messuage or Tenement, with its Appurtenances, situate, &c. and as the same is now in the Possession of, &c. for the Residue of the Term of 11 Years, which commenced at, &c. at and under the yearly Rent of 100*l.* payable in Manner as therein mentioned: And the said J. M. is now also possessed of, interested in and intitled unto the several Household Goods and Furniture, and other Things in and belonging and now used with the said Messuage, and which are particularly mentioned and set forth in the Schedule or Inventory hereunder written: And whereas the said J. M. (in Consideration of the Sum of 150*l.* to be to her now paid by the said I. E. hath agreed to assign unto him, As well one full Moiety or Half-Part of the Benefit of the said Indenture of Lease, and the Messuages and Premises thereby demised for the Residue of the said Term of 11 Years now to come therein, (Subject nevertheless in such Manner as herein after is mentioned); As also absolutely to sell and assign unto the said I. E. one full Moiety or Half-Part of all and singular the said Household Goods, and other Things in the said Schedule mentioned and comprised: And she the said J. M. for the Considerations aforesaid, hath further agreed to accept of J. W. the Wife of T. W. of, &c. and Sister of the said I. E. as and to be a Copartner with her the said J. M. in the Letting of Lodgings in the said Messuage, and in all other Profits and Benefit thereby arising, in such Manner as herein after is also mentioned: Now this Indenture witnesseth, that the said J. M. in Pursuance and Part of Performance of her said recited Agreement, and also for and in Consideration of the said Sum of 150*l.* of, &c. to her the said J. M. in Hand, &c. at, &c. the Receipt, &c. hath granted, bargained, sold, assigned, transferred and delivered, and by these Presents she the said J. M. Doth grant, &c. unto the said I. E. his, &c. As well one full Moiety or Half-Part (the Whole in two equal Parts to be divided) of and in all Benefit of the said recited Indenture of Lease, and also one Moiety or Half-Part of the said Messuage or Tenement, and all and singular other the Premises thereby demised, with their Appurtenances, and as the said Messuage and Premises are now in the Occupation of his Excellency the said Polish Envoy, As also one full Moiety or Half-Part (the Whole in two equal Parts to be divided) of and in all and singular the Household Goods, Furniture, and other Things particularly mentioned and set forth in the said Schedule or Inventory hereunder written, and all the Estate, Right, Title, Term of Years to come, Possession, yearly Rents and Profits, Benefit of Renewal, Property, Claim and Demand whatsoever, both at Law and in Equity, of her the said J. M. or of any Person in Trust for her, of, in, to or out of the said assigned Moiety of the said Indenture of Lease, Messuage and Premises thereby demised, and also of, in and to the said hereby assigned Moiety of the said Household Goods and Furniture in the said Schedule mentioned and comprised; To have and to hold the said hereby assigned Moiety or Half-Part of the said Messuage or Tenement and Premises, with its Appurtenances, unto the said I. E. his Executors, Administrators and Assigns from henceforth, for and during all the Rest and Residue of the said Term of 11 Years by the said Indenture of Lease granted, which is now to come and unexpired, and for and during all such further Term or Terms of Years as can, shall or may at any Time hereafter be granted and renewed therein, and that in as full, large, ample and beneficial Manner to all Intents and Purposes whatsoever, as she the said J. M. her Executors or Administrators, could or might have had, held, received or enjoyed the same, in Case these Presents had not been made; (Subject nevertheless to the Payment of one Moiety of the said yearly Rent of 100*l.* by the said Indenture of Lease reserved, and to the several Covenants, Conditions and Agreements therein

Habendum as
to the Goods.

Trust.

General Co-
venants.

J. M. cove-
nants that J.
the Wife of
T. W. shall be
Copartners for
Life in letting
Lodgings, &c.

Agreement to
bear equal
Expences.

And use their
utmost En-
deavour for
their mutual
Benefit, &c.

An Account
Book to be
kept, &c.

To ballance
Yearly.

Benefit of Sur-
vivorship.

therein contained, and which in Respect as to one Moiety of the same Premises only are from henceforth on the Lessees Part to be paid and performed; **And to have**, hold, take and enjoy the said hereby assigned Moiety of the said Household Goods, Furniture, and other Things mentioned, set forth and comprised in the said Schedule, unto the said I. E. his Executors, Administrators and Assigns, from henceforth for ever, **And to which** he and they are hereby intended to have a legal Right and Property; nevertheless as to the said hereby assigned Moiety of the said Leasehold Premises, and also as to the said hereby assigned Moiety of the said Goods, Furniture and other Things in the said Schedule mentioned, **In Trust** for the sole, personal, peculiar and absolute Use, Benefit and Disposal of her the said J. W. (notwithstanding her present Coverture) in such Manner as she at any Time shall think fit to direct, limit and appoint the same. **And** the said J. M. &c. doth covenant, &c. hath not, &c. done, &c. any Act, &c. whereby or by Means whereof the said herein before assigned Moiety of the said Messuage, Goods, and other the hereby assigned Premises, or any Part thereof, are or is, or shall or may be in any way impeached, &c. **And further**, that she the said J. M. &c. shall and will at any Time during the now Residue of the said Term of 11 Years, at the Request and Charge of the said I. E. his Executors or Assigns, make, &c. all and every such further, &c. Act, &c. for the further, &c. Assigning, &c. the said herein before assigned Moiety of the said Leasehold Messuage, or Tenements and Premises, with their Appurtenances, unto the said I. E. his, &c. for, &c. all the then Residue, &c. (subject nevertheless in Manner as aforesaid) as by, &c. **And this Indenture further witnesseth**, that she the said J. M. (in Pursuance and full Performance of her said recited Agreement, and for the Considerations aforesaid) **Doth** for herself, her, &c. covenant, &c. to and with the said I. E. his, &c. by, &c. in Manner, &c. that they the said J. M. and J. the Wife of the said T. W. shall and may, from the Day of the Date of these Presents, during their joint Lives, become, continue and be Copartners, and be severally intitled to, possessed of, and interested in equal Moieties and Proportions, as well of and in the said Indenture of Lease, and the Messuage or Tenement and Premises thereby demised, for the Residue of the said Term of eleven Years now to come therein, and also for and during all such further Term and Terms of Years as at any Time hereafter can, shall or may be granted or renewed therein, as also of and in all and singular the several Household Goods, Furniture and other Things, mentioned and comprised in the said Schedule hereunder written, as likewise of and in all and singular the clear yearly Rents, Profits, Benefit, Advantage and other Produce whatsoever, to arise or be had or made, for or in Respect, or by Virtue of letting Lodgings in the said Messuages and Premises to the said present Polish Envoy, or to any other Person or Persons to whom the same shall at any Time hereafter, during the Continuance of the present or any subsequent Term, to be let or taken for Lodgings or otherwise, whereby any Benefit or Advantage shall accrue, arise or be had or made of the same: **And it is hereby agreed and declared** by and between the said J. M. and I. E. for and on the Behalf of the said J. W. in Manner as follows, *viz.* That the said yearly Rent of 100*l.* payable for the said Messuage, Charges of Repair, Taxes, Parish Rates and Duties, and all Losses and other incident Charges whatsoever, that shall be paid, expended, laid out, or happen in, or relating to the said Copartnership, shall be equally born, paid and sustained by them the said J. M. and J. W. out of their own proper Monies, or out of the Profits of their respective Parts of the Monies to arise by their said Copartnership, Share and Share alike; **And** that they the said J. M. and J. W. shall at all Times, during their said Copartnership, use their utmost Endeavours for the Improvement and Advantage thereof, and that they shall be diligent therein, and be just, true and faithful to and with each other in all and every of their Buyings, Payments, Receipts, Reckonings and Accounts, and in all other Affairs whatsoever, relating to the said Copartnership: **And further**, that they the said J. M. and J. W. shall and will at all Times, during their said Copartnership, enter or cause to be entered in a Book to be prepared for that Purpose, a true Account of all their Payments, Disbursements and Receipts, touching the said Copartnership, and of all Monies due from and to them in Respect thereof, whereunto each of them the said J. M. and J. W. shall at all Times have free Recourse and Liberty to peruse and inspect the same, and to take any Minutes or Copies thereof as they shall think fit, without any Hindrance of each other: **And further also**, that they the said J. M. and J. W. during their said Partnership, *viz.* in the Month of — Yearly, or oftener if they shall so think fit, make up a just and true Account of all their Payments, Receipts and Disbursements, and of all Monies due from or to the said Copartnership; and upon stating and ballancing of every such Account (from and after paying and allowing out of the Profits of the said Copartnership the said yearly Rent, and all Duties and incident Charges touching or concerning the same), then the Residue of the clear Profits and Produce to arise or be had or made in Respect of the said Copartnership, shall be equally divided between them the said J. M. and J. W. Share and Share alike: **And lastly** it is agreed, That upon the Death of either

either of them the said Partners, the said J. M. and J. W. (which shall first happen) the Moiety, Part or Share of such of them the said Partners so first dying, as well of and in the said Lease and the said Messuage or Tenement and Premises thereby demised, during the Residue of the Term then in Being, as also of and in all and singular the Household Goods, Furniture and other Things mentioned and comprised in the Schedule hereunder written, shall from the Time of the Death of such Partner so dying go, belong and be the Property of the Survivor of them the said J. M. and J. W. her Executors, Administrators and Assigns, to and for her and their own Use and Benefit; **Subject nevertheless** to the Payment by the Subject, &c. Survivor of them the said J. M. and J. W. to the Executors and Administrators of the Partner to Payment of so first dying, of the Sum of 100 l. of, &c. the same to be paid to such Executors and Ad- 100 l. to the ministrators of the Partner so dying, within six Kalendar Months next after her Death, by the deceased's surviving Partner, her Executors or Administrators. **Provided** always that in case Default Executors. of Failure shall be made in Payment of the said Sum of 100 l. to the Executors or Administra- Proviso in case of Default in tors of the Partner so first dying, by the surviving Partner, her Executors or Administrators, Payment thereof. within the said six Months, then and in such Case the said surviving Partner, her Executors or Administrators, shall have no Benefit or Advantage whatsoever of, in or to the said deceased Partner's Moiety, Part or Share, of and in the said Lease, Messuage or Tenement, Goods and other the Premises or any Part thereof, so intended for her and them as aforesaid; any Thing herein contained to the contrary thereof notwithstanding. **In Witness, &c.**

Absolute Assignment from Administrators of a Crown Lease of three Leasehold Houses.

THIS Indenture Tripartite, &c. Between M. W. and E. F. of, &c. (which said M. W. and E. F. are the two Sisters of J. C. late of, &c. deceased, and also Administratrixes of his Goods and Chattels, Rights and Credits, unadministred by M. C. his Widow and Relict lately deceased,) of the first Part, R. H. of, &c. (Residuary Legatee and sole Executor of the last Will and Testament of the said M. C. deceased, who when living was Administrator of the Goods and Chattels, Rights and Credits of the said J. C. her late Husband deceased,) of the second Part, and J. M. of, &c. of the third Part. **Whereas his late Majesty King George the First, in and by his Letters Patent under the Exchequer Seal, bearing Date, &c. (by the Advice of the Right Honourable Sir R. W. and Sir C. J. and the rest of the Lords Commissioners of the Treasury) as well in Consideration of a Sum of — therein mentioned to be paid by the said J. C. as also in Consideration of Rents, &c. did demise and to farm let to the said J. C. *All his, &c. To hold, &c.* as in and by the said Letters Patent, &c. **And whereas** by Indenture of Assignment, bearing Date, &c. and between, &c. whereby after reciting (*int' al*) the hereinbefore recited Letters Patent, he the said J. C. for the Considerations therein mentioned, did demise, grant and assign unto the said N. S. *All that* Messuage, &c. to hold, &c. at 3 l. 3 s. per Ann. *In which* Indenture of Assignment (amongst other Covenants therein contained on the Part of the said J. C. to be done and performed) he the said J. C. did thereby for himself, &c. covenant with the said N. S. his, &c. that he the said J. C. his, &c. should and would at all Times during the said Term, at the Request and Charge of the said N. S. his, &c. produce and shew to him and them the said Letters Patent for the Maintenance of his and their Title to the said Messuage or Tenement and Premises so assigned to him as aforesaid in such Manner as therein is mentioned, as in and by the said in Part recited Indenture of Assignment, (Relation, &c.) **Which** said Messuage or Tenement and Premises so assigned to the said N. S. as aforesaid, was the other of the four Messuages or Tenements and Premises comprised in, and which by the said recited Letters Patent were demised to the said J. C. as aforesaid, and the three Messuages or Tenements therein above mentioned and recited were the other three Messuages or Tenements, and Residue of the Premises by the said Letters Patent demised to the said J. C. for the Term of 41 Years and one Quarter of a Year as aforesaid: **And whereas** the said J. C. being lately dead Intestate, and the above mentioned Letters of Administration having been respectively granted to the said M. his Wife, and the said M. W. and E. F. as aforesaid, they the said M. W. and E. F. by Virtue of their Letters of Administration, and the said R. H. on the Death since of the said M. C. and as Executor of her said last Will and Testament as aforesaid, are now respectively interested in and intitled to the said three other Messuages or Tenements and Premises by the said Letters Patent demised for the Residue of the said Term of Years thereby granted, which is now to come therein: **And whereas** the said J. M. hath contracted and agreed with them the said M. W. E. F. and R. H. for the absolute Purchase of the said three Messuages or Tenements and Premises, and of all the Estate, Right, Interest and Term of Years to come therein, at and for the Price or Sum of 320 l. payable to them respectively, and subject in such Manner as herein after is mentioned and expressed: **Now this Indenture witnesseth, That for and in Con-****

Recitals.
As to Demise
by Letters
Patent.

As to Mr. C.'s
leaving of one
of the four
Messuages to
Mr. S.
with Cove-
nant to pro-
duce the Let-
ters Patent.

As to the three
Assignors Ti-
tle to the
hereby as-
signed Pre-
mises.

As to Mr. M.'s
Contract for
Purchase
thereof.

Consideration,
sideration

sideration of the Sum of 320*l.* of, &c. to them the said *M.W. E. F.* and *R. H.* in Hand, &c. by the said *J. M.* at or before Sealing and Delivery of these Presents, by the Proportions, Moieties and in Manner as follows, to wit, The Sum of 160*l.* (being one Moiety or Half-part of the said 320*l.*) to them the said *M.W.* and *E. F.* or one of them, and the Sum of 160*l.* (being the other Moiety or Residue thereof) to the said *R. H.* the Receipt and Payment of which said several Sums of 160*l.* and 160*l.* so paid in Manner as aforesaid, (making together the said Sum of 320*l.* Purchase Monies) they the said *M.W. E. F.* and *R. H.* do and each of them doth hereby acknowledge, and thereof, &c. and for divers, &c. they the said *M.W. E. F.* and *R. H.* **Have** and each and every of them **Hath** granted, &c. and by these Presents **Do** and each and every of them **Doth** freely, clearly and absolutely grant, &c. unto the said *J. M.* his Executors, Administrators and Assigns, **All** that the herein before mentioned Messuage or Tenement with its Appurtenances, situate, &c. and all and singular other, &c. which in and by the said Letters Patent were thereby demised to the said *J. C.* his, &c. with their, &c. (save and except the said Messuage or Tenement and Premises with its Appurtenances, which in and by the above recited Indenture of Assignment, were by him the said *J. C.* sold and assigned to the said *N. S.* as aforesaid) and all the Estate, &c. of them the said *M.W. E. F.* and *R. H.* any or either of them, or of any Person or Persons in Trust for them, any or either of them, of, in, to or out of the said Letters Patent, Letters of Administration and last Will and Testament of the said *M. C.* any or either of them, or otherwise howsoever, together with the said Letters Patent and all Benefit and Advantage whatsoever, to be had or made of the same, (except as herein before is excepted): **To have and to hold** the said three Messuages or Tenements, and all and singular other the Premises herein before mentioned and intended to be hereby assigned, with their and every of their Appurtenances (except as aforesaid) unto the said *J. M.* his Executors, Administrators and Assigns, from thenceforth for and during all the Rest and Residue of the said Term of 41 Years and one Quarter of a Year, by the said Letters Patent granted, which is now to come and unexpired, and for and during all and every such further Term and Terms of Years as can, shall or may be granted, obtained or renewed therein, (**Subject nevertheless** to the Payment of the yearly Rent or Sum of 5*l.* 7*s.* 6*d.* to his Majesty, his Heirs and Successors, for and during the Residue of the said Term of 41 Years and one Quarter of a Year, being Part of the said yearly Rent of 8*l.* 12*s.* 6*d.* by the said Letters Patent reserved as aforesaid, the 3*l.* 5*s.* the other Part thereof, being to be paid by the said *N. S.* his Executors, Administrators and Assigns, during the Residue of the said Term, in Manner as in the above recited Indenture of Assignment is mentioned and expressed; **And also subject** to the several Covenants, Conditions, Provisoes and Agreements in the said recited Letters Patent contained, that have not been already performed in Respect of the hereby assigned Premises only; **And** each and every of them the said *M.W. E. F.* and *R. H.* severally, &c. doth covenant, &c. to and with the said *J. M.* his, &c. by, &c. in Manner, &c. that is to say, That they the said *M.W. E. F.* and *R. H.* have not, nor any of them hath, done, &c. any Act, &c. whereby, &c. **And** that for and notwithstanding any Act, &c. the said herein before recited and hereby assigned Letters Patent now at the Time of executing these Presents, are a good, valid, and effectual Grant in Law, and that the same now stand in full Force and Virtue for all the Residue of the said Term of 41 Years and one Quarter of a Year, which is now to come and unexpired, and that the same are not forfeited, surrendered or otherwise become void or voidable: **And also, &c.** (*Good Right to assign, quiet Enjoyment, free from Incumbrances, further Assurance*). **And** the said *J. M.* for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said *M.W. E. F.* and *R. H.* their Executors, Administrators and Assigns, that he the said *J. M.* his, &c. shall and will from Time, &c. upon the reasonable Request, and at the proper Costs and Charges of the above named *N. S.* his Executors, Administrators and Assigns, produce and shew unto him and them the herein before recited Letters Patent, or to his, their or any of their Counsel or Attorney; or if Occasion require, shall produce the before recited Letters Patent whole, undated and uncanceled to the said *N. S.* his Executors, Administrators and Assigns, or to his, their or any of their Counsel or Attornies at Law; or if Occasion require, shall produce the same in any Court of Law or Equity, for the making out the Title of him the said *N. S.* his Executors, Administrators and Assigns, to the herein before mentioned Messuage or Tenement and Premises so by him purchased, and which by the herein before recited Indenture of Assignment of the 14th of February 1726, were assigned to the said *N. S.* his Executors, Administrators and Assigns, as aforesaid, (Casualty by Fire or any other inevitable Accident only excepted). **And this Indenture further witnesseth**, That for the Considerations aforesaid, and also for and in Consideration of the further Sum of 5*s.* of like lawful Money to them the said *M.W. E. F.* and *R. H.* in Hand paid by the said *J. M.* at or before the executing hereof, the Receipt whereof is by them respectively acknowledged, they the said *M.W. E. F.* and *R. H.* **Have**, and each and every of them **Hath** bargained, sold, assigned, transferred and

Assignment.
Premises.

Habendum,

with Benefit
of Renewal.

Subject, &c.

Assignors co-
venant.

Done no Act.
Good Letters
Patent.

Mr. M. cove-
nants to pro-
duce Patent to
Mr. S.

Assignment of
three Policies.

and set over, unto the said J. M. his Executors, Administrators and Assigns, all those three Instruments or Policies of Insurance, made and taken out of a Fire-Office called the *Hand in Hand*, otherwise *The Amicable Contributionship for insuring Houses from Loss and Damage by Fire*, two whereof are Numbered 13765 and 33719, and bearing Date, &c. whereby the several Sums of 150 l. and 100 l. are Insured on the herein before assigned two Messuages, situate, &c. from the Date thereof for seven Years, in such Manner as therein mentioned, and the other of them is Numbered 64646, and bears Date — whereby the Sum of — is Insured on the herein before assigned Messuage on the East Side of — Street aforesaid, for the Term of seven Years from the Date thereof, in such Manner as therein is also mentioned; And all and every the Sum and Sums of Money, Interest, Dividends, Benefit, Profit and Advantage whatsoever, to arise or to be had or made by Virtue of these said several Policies, any or either of them. **In Witness, &c.**

Assignment of a Term in a Manor, and Benefit of a Recognizance, &c. in Trust, &c.

By Indorsement.

TO all People to whom, &c. The within named J. T. now the most Reverend Father Lord Bishop in God, Lord Archbishop of Canterbury, by and with the Consent and Direction of M. W. by Consent of Relict and Administratrix of, &c. of S. W. Clerk, deceased, (who was Executor of the late M. W.'s Administratrix assigns the Reverend Father in God S. Lord Bishop of S. within named) and also Administratrix with the Will annexed of the late Right Reverend Father in God S. Lord Bishop of S. within named, within mentioned testified by her Signing and Sealing of these indorfed Presents, and in Pursuance of the Trust of the said M. W. of London, Scriveners, being Persons nominated by and in Trust for the said M. W. All and singular the within mentioned Manors, &c. with their respective Rights, Members and Appurtenances, and also all the Estate, &c. of him the said J. Lord Archbishop of C. of, in, unto and out of all and singular the said Premises, and also the whole Benefit, Profit and Advantage of the within mentioned Recognizance and Statute Staple; **To have and to hold** the said Manors, &c. unto the said T. E. and J. W. their Executors, Administrators and Assigns, for and during all the Rest and Residue of the within mentioned Term of 500 Years yet to come and unexpired; **And to have and to hold** the whole Benefit, Profit and Advantage of the said Recognizance and Statute Staple unto the said T. E. and J. W. their Executors, Administrators and Assigns; **In Trust** nevertheless for, and for the only Benefit and Advantage of the said M. W. her Executors, Administrators and Assigns. **In Witness, &c.**

Of a Term made by a surviving Trustee, by Direction of a Cestuy que Trust, to a Trustee nominated by the Purchaser of the Estate in Trust to attend the Inheritance. M. W.

By Indorsement.

TO all, &c. the within named J. S. T. C. and Sir T. W. of, &c. send Greeting. **Whereas** the within named S. B. is departed this Life, and thereby the — within mentioned are come to, and solely vested in the said T. C. by Survivorship, for the Residue of the within mentioned Term of — Years; **Now** the said T. C. in Consideration, &c. by J. J. of — **hath** (at the expresse Desire and Request of the said J. S. and by his Direction, and at the Nomination of the said Sir T. W.) bargained, &c. (and the said J. S. hath ratified and confirmed), and by these Presents the said T. C. **Doth** bargain, &c. (and the said J. S. doth ratify and confirm) unto the said J. J. his Executors, &c. All that, &c. by the within written Indenture assigned to the said S. B. and T. C. for the Residue of the said Term of — Years, and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said — unto the said J. J. his Executors, &c. from henceforth for and during all the Rest, Residue and Remainder of the said Term of — within mentioned yet to come and unexpired; **In Trust** for the said Sir T. W. his Heirs and Assigns, who hath purchased the Fee-simple and Inheritance of the said Premises, to the Intent the said Term may not be merged, but may wait upon and attend the Freehold and Inheritance of the said Premises, and protect the same from mesne Incumbrances. (Covenant from C. to J. that he hath done no Act to Incumber, &c.) **In Witness, &c.**

Assignment of the Residue of a Term in a Moiety of an Estate, where Trustees were impowered to sell the same, and an Assignment was made in the Name of both Trustees, and only executed by one, and now the other Trustee, at the Request of the said Assignee, assigns and confirms the same to the Assignee of the said Assignee.

THIS Indenture Tripartite, made, &c. Between R. L. of — (The Trustee that did not execute the former Assignment) of the first Part, W. G. of — (The Assignee in the former Assignment) of the second Part, and J. P. of — (The now Assignee) of the third Part. **Whereas, &c.** (Recital of the said Assignment (therein reciting a Deed to empower Sir H. G. and R. L. Trustees, to sell a Moiety of the Estate, &c. and that W. G. had agreed for the absolute Purchase thereof) whereby it is witnessed that in Consideration of 13000l. the Trustees, by the Direction of Cestuy que Trust, assigned to said W. G. the said Moiety for the Residue of 500 Years). **And whereas** the said R. L. one of the Trustees to whom the Moiety of the said — was assigned by the said Indenture, dated the 9th, &c. did not receive any Part of the said Sum of 13000l. by the said Indenture of the 13th of, &c. mentioned to be paid, and never did act in the said Trust reposed in him by the said Indenture, dated the 9th, &c. and was and still is unwilling to act in the said Trust reposed in him, by the said Indenture of Assignment of the said Moiety of the said Premises mentioned to be made by the said Sir H. G. and R. L. by the Direction of the said T. G. and M. his Wife to the said W. G. **Whereby** a Moiety of the legal Estate of the said Term of 500 Years of and in the said — still remains vested in him the said R. L. **And whereas, &c.** (Recital of an Assignment of the Residue of the Term from W. G. to J. P.) **And whereas** the said R. L. at the Request of the said W. G. is willing to assign the said Trust vested in him as aforesaid, and also to discharge the Manor, &c. thereof: **Now this Indenture witnesseth,** That for and in Consideration of the Sum of 10s. a-piece to the said R. L. and W. G. in Hand, &c. paid by the said J. P. at, &c. the Receipt, &c. and for divers, &c. **He** the said R. L. by the Direction of the said W. G. testified, &c. **hath** released, assigned, set over and confirmed, and by, &c. **Doth** release, &c. unto the said J. P. his Executors, Administrators and Assigns, **All** that Moiety or Half-part or Share of the said Manor, &c. and of all, &c. and all the Estate, Right, Title, Interest, Term and Number of Years, Trust, Claim and Demand whatsoever, of the said R. L. in and to the same; **To have and to hold** the said Moiety or Half-part of the said Manor, &c. with their Appurtenances, unto the said J. P. his Executors, Administrators and Assigns, for and during all the Rest, Residue and Remainder of the said Term of 500 Years thereof granted, yet to come and unexpired; **Subject** to the Rent on the said Lease reserved. (Covenant that R. L. has done no Act of Incumbrance). **In Witness, &c.**

Recital of the Assignment executed only by one Trustee.

Of the other Trustee's refusing to assign.

Of the former Assignees Assignment to the now Assignee. The other Trustee now willing to assign. Assignment by the other Trustee.

Of the Residue of a Term to attend the Inheritance, by an Administratrix of a surviving Trustee, by the Direction and Appointment of the Vendor to G. H. Earl of L. in Trust for H. Lord T. & al'.

By Indorsement.

TO all, &c. the within named J. Lord W. and A. G. Widow, Relict and Administratrix of the within named F. G. send Greeting. **Whereas** the within named T. T. is dead, whereby the within named F. G. became sole possessed of the within mentioned Term of 1000 Years by Survivorship: **And whereas** the said F. G. is since also dead intestate, and the said A. G. has taken Administration to him out of the Prerogative Court of Canterbury, whereby, and by Means whereof the within mentioned Manors, &c. are legally vested in the said A. G. for the Residue of the said Term of 1000 Years within mentioned: **Now know ye,** That the said A. G. in Consideration of the Sum of, &c. the Receipt, &c. and for divers, &c. **She** the said A. G. (at the Request and by the Direction of the said J. Lord W. testified, &c.) **hath** assigned, &c. and by, &c. **Doth, &c.** unto the said G. H. Earl of L. his Executors, Administrators and Assigns, **All** and singular the within mentioned Manors, &c. with their and every of their Rights, &c. and the Reversion, &c. and all the Estate, &c. of her the said A. G. of, in and to the same; **To have and to hold** the said Manors, &c. unto the said G. H. Earl of L. his, &c. from henceforth for and during all the Rest, Residue and Remainder of the said Term of 1000 Years now to come and unexpired, without Impeachment of Waste; **Upon Trust** for the Right Honourable H. Lord T. and H. C. of, &c. to whom the Inheritance of the Manor, &c. in the within written Indenture comprised, are conveyed,

conveyed, or intended, &c. by Indentures of Lease and Release, the Lease bearing Date the Day next before the Date of these Presents, and the Release bearing *Tripartite*, bearing equal Date herewith, and made or mentioned to be made between the said J. Lord W. of the first Part, the Right Honourable G. H. Earl of L. the said H. Lord T. the said H. C. and J. H. of, &c. of the second Part, and F. C. of, &c. of the third Part. In Witness, &c.

The Beginning of an Assignment of a Term by an Administratrix, cum Testamento Annexo.

THIS Indenture made, &c. Between G. N. of — and J. his Wife, Administratrix of all and singular the Goods and Chattels of A. B. of the one Part, and J. W. of — of the other Part. (*Recital of the Lease to A. B.*) And whereas the said A. B. is since dead, having first made his last Will and Testament in Writing, and thereof constituted E. his Wife sole Executrix: And whereas the said E. (*the Wife*) died before she could prove the said Will, and thereupon Letters of Administration *cum Testamento annexo* of the said A. B. (*the Testator*) were granted to the said J. his Daughter, who by Virtue thereof, and the said G. N. in Right of the said J. his Wife, are become legally possessed of the said Premises: Now, &c.

An Assignment and Confirmation of a Term to attend the Inheritance to make good a Defect in a former Assignment, as to Witnessing the Execution thereof.

THIS Indenture, &c. Whereas, &c. (*Recitals of Deeds*): And whereas the said last recited Indenture was duly signed and sealed by the said Sir C. H. in the Presence of the several Persons whose Names are indorsed as witnesses to the Execution thereof by the said Sir C. H. and Dame A. his Wife, but in Regard the Signing as well as Sealing and Delivery of the said last recited Indenture by the said Sir C. H. does not appear by the Indorsement thereon to be in the Presence of the said Witnesses, some Doubt or Question may possibly hereafter arise, whether the same Indenture was executed by the said Sir C. H. according to the strict Letter of the Power reserved to him by the said first recited Indenture; Now this Indenture witnesseth, That for preventing all such Questions and Doubts, and for the Considerations in the said last recited Indenture mentioned, He the said Sir C. H. Doth hereby testify and declare that the said last recited Indenture was duly signed, sealed and delivered by him in the Presence of the said Witnesses who have indorsed their Names as Witnesses to the Execution thereof by him the said Sir C. H. and Dame A. his Wife, on the Back of the same Indenture, and for the Considerations in the same Indenture mentioned; And the Confirming and Assuring the said fourth Part of the said Manor and Premises, for all the Remainder now to come of the said Term of 1000 Years, He the said Sir C. H. by the Direction and Appointment of the said G. B. Party to these Presents, testified, &c. Hath assigned, limited and appointed, and by this present Indenture by him the said Sir C. H. signed and sealed in the Presence of three credible Witnesses, Doth assign, &c. unto the said J. W. his Executors, Administrators and Assigns, All that the afore said fourth Part of the said Manor; To have and to hold the afore said, &c. unto the said J. W. his, &c. from henceforth for and during all the Rest, Residue and Remainder now to come and unexpired of the said Term of 1000 Years; In Trust nevertheless for the said G. B. Party to these Presents, his Heirs and Assigns, and to attend and wait upon the Freehold and Inheritance of the same Premises, and to protect the same from all mesne Incumbrances. And this Indenture further witnesseth, That for and in Consideration of the Sum of 5 s. of, &c. to the said G. B. Party to these Presents, in Hand paid by the said J. W. at, &c. the Receipt, &c. He the said G. B. Hath assigned, ratified and confirmed, and by these Presents Doth assign, &c. to the said J. W. the fourth Part of the said Manor, &c. To hold, &c. unto, &c. from henceforth for and during all the Rest and Residue now to come and unexpired of the said Term of 100 Years; But nevertheless upon the Trust, and for the Intent and Purpose before mentioned. In Witness, &c.

An Assignment and Confirmation by a Person on coming of Age, pursuant to a Bond given for the doing thereof.

TO all, &c. the within named R. M. sendeth Greeting. Whereas the said R. M. (although she was made a Party to the within written Indenture) did not execute the same at the Time when the other Parties thereto sealed and delivered the same, she the said R. M. being

Assignment of the Residue of a Term in a Moiety of an Estate, where Trustees were impowered to sell the same, and an Assignment was made in the Name of both Trustees, and only executed by one, and now the other Trustee, at the Request of the said Assignee, assigns and confirms the same to the Assignee of the said Assignee.

THIS Indenture Tripartite, made, &c. Between R. L. of — (The Trustee that did not execute the former Assignment) of the first Part, W. G. of — (The Assignee in the former Assignment) of the second Part, and J. P. of — (The now Assignee) of the third Part. **Whereas, &c.** (Recital of the said Assignment (therein reciting a Deed to empower Sir H. G. and R. L. Trustees, to sell a Moiety of the Estate, &c. and that W. G. had agreed for the absolute Purchase thereof) whereby it is witnessed that in Consideration of 13000l. the Trustees, by the Direction of Cestuy que Trust, assigned to said W. G. the said Moiety for the Residue of 500 Years). **And whereas** the said R. L. one of the Trustees to whom the Moiety of the said — was assigned by the said Indenture, dated the 9th, &c. did not receive any Part of the said Sum of 13000l. by the said Indenture of the 13th of, &c. mentioned to be paid, and never did act in the said Trust reposed in him by the said Indenture, dated the 9th, &c. and was and still is unwilling to act in the said Trust reposed in him, by the said Indenture of Assignment of the said Moiety of the said Premises mentioned to be made by the said Sir H. G. and R. L. by the Direction of the said T. G. and M. his Wife to the said W. G. **Whereby** a Moiety of the legal Estate of the said Term of 500 Years of and in the said — still remains vested in him the said R. L. **And whereas, &c.** (Recital of an Assignment of the Residue of the Term from W. G. to J. P.) **And whereas** the said R. L. at the Request of the said W. G. is willing to assign the said Trust vested in him as aforesaid, and also to discharge the Manor, &c. thereof: **Now this Indenture witnesseth,** That for and in Consideration of the Sum of 10s. a-piece to the said R. L. and W. G. in Hand, &c. paid by the said J. P. at, &c. the Receipt, &c. and for divers, &c. **He** the said R. L. by the Direction of the said W. G. testified, &c. **hath** released, assigned, set over and confirmed, and by, &c. **Doth** release, &c. unto the said J. P. his Executors, Administrators and Assigns, **All** that Moiety or Half-part or Share of the said Manor, &c. and of all, &c. and all the Estate, Right, Title, Interest, Term and Number of Years, Trust, Claim and Demand whatsoever, of the said R. L. in and to the same; **To have and to hold** the said Moiety or Half-part of the said Manor, &c. with their Appurtenances, unto the said J. P. his Executors, Administrators and Assigns, for and during all the Rest, Residue and Remainder of the said Term of 500 Years thereof granted, yet to come and unexpired; **Subject** to the Rent on the said Lease reserved. (Covenant that R. L. has done no Act of Incumbrance). **In Witness, &c.**

Recital of the Assignment executed only by one Trustee.

Of the other Trustee's refusing to assign.

Of the former Assignees Assignment to the now Assignee. The other Trustee now willing to assign. Assignment by the other Trustee.

Of the Residue of a Term to attend the Inheritance, by an Administratrix of a surviving Trustee, by the Direction and Appointment of the Vendor to G. H. Earl of L. in Trust for H. Lord T. & al.

By Indorsement.

TO all, &c. the within named J. Lord W. and A. G. Widow, Relict and Administratrix of the within named F. G. send Greeting. **Whereas** the within named T. T. is dead, whereby the within named F. G. became sole possessed of the within mentioned Term of 1000 Years by Survivorship: **And whereas** the said F. G. is since also dead intestate, and the said A. G. has taken Administration to him out of the Prerogative Court of Canterbury, whereby, and by Means whereof the within mentioned Manors, &c. are legally vested in the said A. G. for the Residue of the said Term of 1000 Years within mentioned: **Now know ye,** That the said A. G. in Consideration of the Sum of, &c. the Receipt, &c. and for divers, &c. **She** the said A. G. (at the Request and by the Direction of the said J. Lord W. testified, &c.) **hath** assigned, &c. and by, &c. **Doth, &c.** unto the said G. H. Earl of L. his Executors, Administrators and Assigns, **All** and singular the within mentioned Manors, &c. with their and every of their Rights, &c. and the Reversion, &c. and all the Estate, &c. of her the said A. G. of, in and to the same; **To have and to hold** the said Manors, &c. unto the said G. H. Earl of L. his, &c. from henceforth for and during all the Rest, Residue and Remainder of the said Term of 1000 Years now to come and unexpired, without Impeachment of Waste; **Upon Trust** for the Right Honourable H. Lord T. and H. C. of, &c. to whom the Inheritance of the Manor, &c. in the within written Indenture comprised, are conveyed,

conveyed, or intended, &c. by Indentures of Lease and Release, the Lease bearing Date the Day next before the Date of these Presents, and the Release bearing *Tripartite*, bearing equal Date herewith, and made or mentioned to be made between the said J. Lord W. of the first Part, the Right Honourable G. H. Earl of L. the said H. Lord T. the said H. C. and J. H. of, &c. of the second Part, and F. C. of, &c. of the third Part. In Witness, &c.

The Beginning of an Assignment of a Term by an Administratrix, cum Testamento Annexo.

THIS Indenture made, &c. Between G. N. of — and J. his Wife, Administratrix of all and singular the Goods and Chattels of A. B. of the one Part, and J. W. of — of the other Part. (*Recital of the Lease to A. B.*) And whereas the said A. B. is since dead, having first made his last Will and Testament in Writing, and thereof constituted E. his Wife sole Executrix: And whereas the said E. (*the Wife*) died before she could prove the said Will, and thereupon Letters of Administration *cum Testamento annexo* of the said A. B. (*the Testator*) were granted to the said J. his Daughter, who by Virtue thereof, and the said G. N. in Right of the said J. his Wife, are become legally possessed of the said Premises: Now, &c.

An Assignment and Confirmation of a Term to attend the Inheritance to make good a Defect in a former Assignment, as to Witnessing the Execution thereof.

THIS Indenture, &c. Whereas, &c. (*Recitals of Deeds*): And whereas the said last recited Indenture was duly signed and sealed by the said Sir C. H. in the Presence of the several Persons whose Names are indorsed as witnesses to the Execution thereof by the said Sir C. H. and Dame A. his Wife, but in Regard the Signing as well as Sealing and Delivery of the said last recited Indenture by the said Sir C. H. does not appear by the Indorsement thereon to be in the Presence of the said Witnesses, some Doubt or Question may possibly hereafter arise, whether the same Indenture was executed by the said Sir C. H. according to the strict Letter of the Power reserved to him by the said first recited Indenture; Now this Indenture witnesseth, That for preventing all such Questions and Doubts, and for the Considerations in the said last recited Indenture mentioned, He the said Sir C. H. Doth hereby testify and declare that the said last recited Indenture was duly signed, sealed and delivered by him in the Presence of the said Witnesses who have indorsed their Names as Witnesses to the Execution thereof by him the said Sir C. H. and Dame A. his Wife, on the Back of the same Indenture, and for the Considerations in the same Indenture mentioned; And the Confirming and Assuring the said fourth Part of the said Manor and Premises, for all the Remainder now to come of the said Term of 1000 Years, He the said Sir C. H. by the Direction and Appointment of the said G. B. Party to these Presents, testified, &c. hath assigned, limited and appointed, and by this present Indenture by him the said Sir C. H. signed and sealed in the Presence of three credible Witnesses, Doth assign, &c. unto the said J. W. his Executors, Administrators and Assigns, All that the aforesaid fourth Part of the said Manor; To have and to hold the aforesaid, &c. unto the said J. W. his, &c. from henceforth for and during all the Rest, Residue and Remainder now to come and unexpired of the said Term of 1000 Years; In Trust nevertheless for the said G. B. Party to these Presents, his Heirs and Assigns, and to attend and wait upon the Freehold and Inheritance of the same Premises, and to protect the same from all mesne Incumbrances. And this Indenture further witnesseth, That for and in Consideration of the Sum of 5 s. of, &c. to the said G. B. Party to these Presents, in Hand paid by the said J. W. at, &c. the Receipt, &c. He the said G. B. hath assigned, ratified and confirmed, and by these Presents Doth assign, &c. to the said J. W. the fourth Part of the said Manor, &c. To hold, &c. unto, &c. from henceforth for and during all the Rest and Residue now to come and unexpired of the said Term of 100 Years; But nevertheless upon the Trust, and for the Intent and Purpose before mentioned. In Witness, &c.

An Assignment and Confirmation by a Person on coming of Age, pursuant to a Bond given for the doing thereof.

TO all, &c. the within named R. M. sendeth Greeting. Whereas the said R. M. (although she was made a Party to the within written Indenture) did not execute the same at the Time when the other Parties thereto sealed and delivered the same, she the said R. M. being

being then an Infant under the Age of 21 Years, but she the said *R. M.* having since attained her Age of 21 Years, hath duly executed the said Indenture: **And whereas** the within named *M. W.* and *R. M.* by their Bond or Obligation, bearing Date, &c. became jointly bound unto *W. B.* and *J. A. P.* Esqrs. in the Sum of 1200*l.* with Condition thereunder written, (Reciting, among other Things, the above mentioned Indenture, and that a Messuage or Tenement and Premises, situate, &c. had been sold and assigned to *W. B.* Gent. and that the said *W. B.* and *J. A. P.* had agreed with the said *W. R.* for the Purchase of the said Messuage and Premises, and that the said *R. M.* being then an Infant under the Age of 21 Years, and by Reason thereof had not assigned her Right and Interest in the said Premises unto the said *W. R.*) it was and is by the said Bond conditioned, that if the said *R. M.* within six Months next after she attained her Age of 21 Years, should assign unto the said *W. B.* and *J. A. P.* or one of them, an Assignment of all her Estate, Right and Interest, of, in and to the said Messuage and Premises, then the said Obligation to be void, otherwise to remain in full Force: **And whereas** by Indenture *Tripartite* of Assignment, bearing Date, &c. made between the said *W. R.* of the first Part, *G. B.* Esq; and *E.* his Wife, of the second Part, and the said *W. B.* and *J. A. P.* of the third Part, (reciting as therein is recited) and for the Considerations therein mentioned, the said Messuage or Tenement and Premises were by the said *W. R.* absolutely assigned to the said *W. B.* and *J. A. P.* their Executors and Assigns, for the Residue of a Term of 1000 Years then to come therein; nevertheless, as to the Rents and Profits thereof, in Trust for the sole and separate Use, Benefit and Disposal of the said *G. B.* during her Life, and after her Death, then in Trust for her Children, and such other Trusts, Intents and Purposes, as in the same Indenture are mentioned, expressed and declared touching the same: **And whereas** the said *W. B.* having declined to act any further in the Trust-Estate of the said *E. B.* he the said *W. B.* (at the Request, and by and with the Consent and Direction of the said *G. B.* and *E.* his Wife) by Indenture, bearing Date, &c. hath assigned and released unto the said *J. A. P.* his Executors, &c. (amongst other Things) all his the said *W. B.*'s Trust-Estate, Right, Term of Years, Interest, Claim and Demand whatsoever, of, in and to the said Messuage and Premises, (subject nevertheless to the several Trusts, Intents and Purposes in the same Indenture mentioned and expressed, of and concerning the same: **Now know ye, and these indorsed Presents witness,** That she the said *R. M.* in Pursuance and Performance of the Condition of the said recited Bond, and in Execution and Discharge of the same, and in Consideration of the Sum of 5*s.* of, &c. to her paid by the said *J. A. P.* at or before the Executing of these Presents, the Receipt, &c. and for other, &c. **hath** and by these Presents, she the said *R. M.* **Doth** freely, clearly and absolutely assign, remise, release, and for ever quit-claim unto the said *J. A. P.* **All** the Estate, Right, Title, Interest, Term of Years to come and unexpired, Possession, yearly Rents and Profits, Property, Claim and Demand whatsoever, both at Law and in Equity of her the said *R. M.* or of any Person or Persons in Trust for her, of, in and to the said herein before assigned Premises, and every Part and Parcel thereof, by Virtue of the said last Will and Testament of her late Father *J. M.* Gent. deceased, or otherwise howsoever; **To have and to hold** the said herein before assigned Messuage or Tenement and Premises, with the Appurtenances unto the said *J. A. P.* his Executors, &c. from henceforth for and during all the Rest and Residue of the said Term of 1000 Years, which is now to come and unexpired; **Subject nevertheless** to, for and upon the several Trusts, Intents and Purposes, and subject to the Powers, Provisoos and Agreements in the said recited Indenture *Tripartite* of Assignment of the 29th of *June*, &c. mentioned, expressed and declared, of and concerning the same; **And** the said *R. M.* for herself, (*Done no Act to incumber*). **In Witness, &c.**

Assignment of a Term to attend the Uses of a Marriage Settlement.

Whereas the within demised Messuage or Tenement, Lands, Hereditaments and Premises, by Virtue of the other Indorsement hereon written, are assigned to, and now are vested in *G. C.* of *London*, Vintner, for the Residue of the within mentioned Term of 1000 Years now to come therein; **In Trust nevertheless** for *H. S.* Vintner, in such Manner as in the said other Indorsement thereon is mentioned: **And whereas** a Marriage (by the Permission of God) is forthwith intended to be solemnised between *T. S.* eldest Son and Heir apparent of the said *H. S.* and *E. S.* Spinster: **And whereas** by Indenture of Lease and Release, the Lease bearing Date the Day next before, and the Release being *Tripartite*, and bearing even Date with this present Indorsement, and made between the said *H. S.* and *A.* his Wife, of the first Part, the said *T. S.* and *E. S.* of the second Part, and *R. S.* Yeoman, and *W. P.* Gent. (by such other Additions as therein mentioned), of the third Part, whereby (after reciting in the said Release the said intended Marriage, and for other the Considerations therein mentioned,

mentioned) the said Messuages, Lands and Hereditaments, (amongst other Things) are by the said *H. S.* and *T. S.* granted and conveyed to the said *R. S.* and *W. P.* and their Heirs, to, for and upon the several Uses, Trusts, Estates, Intents and Purposes therein mentioned, limited and expressed touching the same, as in and by the said in Part recited Indentures of Lease and Release (both executed before these Presents), Relation, &c. **And whereas** previous to, and before the Executing of the said Indentures of Lease and Release, it was and is agreed, that the said within mentioned Term of 1000 Years, and the said Hereditaments and Premises comprised therein should be assigned to *R. S.* of, &c. **In Trust**, and to and for the End and Purpose herein after mentioned and expressed: **Now these Presents witness**, That in Pursuance of the said Agreement, and for and in Consideration of the said intended Marriage, and also in Consideration of the Sum of 10*s.* of, &c. to the said *H. S.* and *G. C.* in Hand paid by the said *R. S.* at, &c. the Receipt, &c. he the said *G. C.* (at the Request and by the Direction and Appointment of the said *H. S.* testified, &c.) and also the said *H. S.* **Have** and each of them **Doth**, and by these Presents, they the said *G. C.* and *H. S.* **Do** and each of them **Doth** bargain, sell, assign, transfer and set over unto the same *R. S.* **All** that the said within mentioned Messuages or Tenements, Lands, and all and singular other the Hereditaments and Premises by the within written Indenture demised by the within named *J. H.* the within named *R. S.* of, &c. or which in and by the said other Indorsement hereon, were thereby assigned to the said *G. C.* with their and every of their Appurtenances, and also all the Estate and Estates, Right, Title, Interest, Reversion, Term of Years to come, Property, Claim and Demand whatsoever or howsoever, either at Law or in Equity of them the said *G. C.* and *H. S.* or of either of them, or of any Person or Persons **In Trust** for them, or either of them, of, in, or to the said hereby assigned Hereditaments and Premises, or any Part thereof, by Virtue of the said within written Indenture, and the said Assignment thereof, or either of them, or otherwise howsoever, together with the same Indenture and Indorsement; **To have and to hold** the said Messuages or Tenements, Lands, Hereditaments, and all and singular other the herein before mentioned and intended to be hereby assigned Premises, with their and every of their Appurtenances, unto the said *R. S.* his Executors, Administrators and Assigns, from henceforth for and during all the Residue and Remainder of the said within demised Term of 1000 Years, which is now to come and unexpired: **Nevertheless in Trust**, and to attend, wait on and be subservient to the several Uses, Trusts, Estates, Intents and Purposes, in and by the above in Part recited Indenture of Release mentioned, limited and expressed, of and concerning the same Hereditaments and Premises, to the End, Intent and Purpose to protect the same Premises from and against all mesne Incumbrances (if any such there be); and the said *G. C.* for himself, &c. doth hereby covenant with the same *R. S.* his, &c. (Covenant that he has done no Act, &c.) **In Witness**, &c.

An absolute Assignment by a Lessee to a Purchaser of the Moiety of the Farm which was not purchased, to the Intent that Purchaser might be in Occupation of the whole.

By Indorsement on the Lease.

Whereas the within named *T. A.* did lately purchase to the Use of him, his Heirs and *T. A.* Assigns, the Fee-simple and Inheritance of one Moiety or Half-Part, of and in the *T. A.* purchases one Moiety, within demised Messuages or Tenements, Lands, Hereditaments and Premises: **And** whereas by Indentures of Lease and Release, the Lease bearing Date the Day next before, and the Release bearing even Date with, and both executed immediately before these Presents, he the said *T. A.* for the Considerations therein mentioned, *Had* granted and conveyed his said Moiety or Half-Part of and in the said within mentioned Messuages or Tenements, Lands, Hereditaments and Premises so by him purchased as aforesaid, unto *W. S.* who conveys the same to *W. S.* and to the Use of *W. S.* of, &c. by Virtue of which Indentures, he the said *W. S.* is now in the actual Possession thereof: **And whereas** previous to, and before the Execution of the said Indentures of Lease and Release, it was agreed that the Residue now to come of the said within mentioned and demised Term of 14 Years, of and in the other Moiety of the said Messuages or Tenements, Lands and Premises, to the Intent to alter the Property thereof, should be by him the said *T. A.* assigned to the said *W. S.* in such Manner, and subject as herein after is mentioned: **Now these Presents witness**, that in Pursuance of the Agreement, and to the End and Intent the Property of the said *T. A.* of and in the said other Moiety of the Hereditaments and Premises may be altered, and that the same may become vested in the said *W. S.* as well as the other Moiety so by him purchased as aforesaid, during the now Residue of the said demised Term therein; and for and in Consideration of the Sum of 5*s.* of lawful Money to the said *T. A.* in Hand paid by the said *W. S.* who is in Possession thereof. Agreement to assign to him the other Moiety to alter the Property thereof. Consideration.

Assignment. at, &c. the Receipt, &c. **He** the said *T. A.* **Doth**, and by these Presents **Doth** absolutely bargain, sell, assign, transfer and set over unto the said *W. S.* his Executors, Administrators and Assigns, **All** that the said other Moiety or Half-Part, of and in the said within mentioned Messuages or Tenements, Lands, and all and singular other the Hereditaments and Premises comprised in, or which by the within written Indenture were thereby demised to the said *T. A.* with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Term of Years to come, Possession, Property, Claim and Demand whatsoever of him the said *T. A.* of, in or to the said hereby assigned Premises, or any Part thereof, by Virtue of the within written Indenture of Lease, or otherwise howsoever, together with the same Indenture, and all Benefit and Advantage whatsoever to be had or made thereof; **To**
 Parcels. **have and to hold** all and singular the herein before mentioned and intended to be hereby assigned Premises unto the said *W. S.* his Executors, Administrators and Assigns from henceforth, for and during all the Residue of the within mentioned Term of 14 Years,
 Habendum. **which is now to come and unexpired, and that in as full, &c. Subject nevertheless** to the Payment of the yearly Sum of 15 *l.* (being one Moiety or Half-Part of the within reserved yearly Rent of 30 *l.*) and also to the Covenants, Conditions and Agreements in the within written Indenture of Lease reserved and contained, and which from henceforth on the Tenants or Lessees Part, as to the said hereby assigned Moiety of the said Premises are therein or thereby to be paid, done and performed; **And, &c.** (*Covenant done no Act, &c.*) **In Witness, &c.**

XXIII. Of Leases and other Terms by way of (a) Mortgage.

An Assignment of a Lease by way of Mortgage.

Proviso of Redemption. **Provided** always nevertheless, and these Presents are upon this express Condition, and the said *R. C.* doth hereby for himself, his Executors and Administrators, covenant, promise and agree, to and with the said *J. F.* his Heirs, Executors and Administrators, that if the said *J. F.* his Heirs, Executors and Administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the said *R. C.* his Executors, Administrators or Assigns, the Sum of ——— of lawful Money of *Great Britain*, and lawful Interest for the same, on the ——— without any Abatement for or in Respect of any present or future Taxes, or any other Matter or Thing whatsoever; that then the said *R. C.* his Executors, Administrators or Assigns, shall and will surrender or assign so much of the said Term as shall be then unexpired, unto the said *J. F.* his Heirs, Executors, Administrators or Assigns, or to such other Person or Persons as he, his Heirs or Administrators, shall nominate and appoint, free and clear from all Incumbrances, to be by the said *R. C.* his Executors, Administrators or Assigns, made, done or committed in the mean Time; **And** the said *J. F.* doth for himself, &c. covenant, &c. to and with the said *R. C.* his, &c. by, &c. that he the said *J. F.* his Executors, Administrators or Assigns, or some of them, shall and will pay, or cause to be paid to the said *R. C.* his Executors, Administrators or Assigns, the said Sum of 200 *l.* with lawful Interest for the same, at and upon the said ——— Day of ——— and that without any Deduction or Abatement to be made thereout, pursuant to the Proviso and Condition above mentioned, and the true Intent and Meaning of these Presents.

Covenant to pay Mortgage Money.

Another in different Form in Consideration of Money lent.

Recitals of Lease. **THIS Indenture, &c. Between** *A.* of the one Part, and *B.* of the other Part. (*Recite the Lease;*) [see the subsequent Precedents] **to hold unto the said** *A.* **his Executors, &c. from, &c. for the Term of ninety-eight Years from thence next ensuing, and fully to be compleat and ended, at and under the yearly Rent of 3 *l.* 16 *s.* payable quarterly in Manner as therein mentioned:**
 Consideration. **Now this Indenture witnesseth,** that for and in Consideration of the Sum of 200 *l.* of, &c. to him the said *A.* by the said *B.* at or before the Sealing and Delivery of these Presents, lent and well and truly paid, the Receipt of which said Sum of 200 *l.* he the said *A.* doth hereby acknowledge, and thereof, &c. he the said *A.* **Doth** bargain, &c. and by, &c. unto the said *B.* her Executors, &c. **The** Piece or Parcel of Ground so demised to the said *A.* as aforesaid, and the Messuage or Tenement thereupon

Assignment.
 Parcels.

(a) See Tit. Mortgage.

erected and built, and all other Erections and Buildings erected and built, or standing and being upon the said Piece or Parcel of Ground, with their and every of their Rights, Privileges and Appurtenances, and all the Estate, &c. **To have**, &c. the said Piece or Parcel *Habendum.* &c. with their and every of their Rights, Privileges and Appurtenances unto the said B. her, &c. for and during all the Residue and Remainder of the said Term of 98 Years now to come and unexpired; **And** the said A. for himself, &c. doth covenant, &c. *(that the Lease is good and has Power to assign)*; **And also** that he the said A. his, &c. shall and will, at or in the common dining Hall of *Lincoln's-Inn* in the County of *Middlesex*, well and truly pay, *Covenant to pay the Mortgage Money,* or cause, &c. unto the said B. her, &c. the Sum of 200 l. of, &c. and Interest for the same, after the Rate of 5 l. per Cent. per Ann. in Manner following, viz. the Principal Sum of 200 l. at or on the, &c. and the Interest thereof after the Rate aforesaid, by equal quarterly Payments, at or on, &c. now next ensuing respectively, without making any Abatement or Deduction out of the same, for or in respect of any Taxes or Assessments, taxed or imposed or to be taxed or imposed upon the Premises hereby assigned, or any Part thereof, by any present or subsequent Act of Parliament, or other Authority whatsoever, or for or in respect of any other Reprises whatsoever; **And also** that if Default shall be made in Payment of the said Sum of 200 l. and Interest, or any Part thereof, at the Times and in Manner herein before limited and appointed for Payment thereof, then the said B. her Executors, Administrators and Assigns, shall and may from henceforth enter into, have, hold, possess and enjoy the Piece or Parcel of Ground, Messuages or Tenements, Erections, Buildings and Premises hereby assigned, with their and every of their Appurtenances, and the Rents and Profits thereof to be and receive to his and their own Use, for and during all the Residue and Remainder of the said Term of 98 Years, which shall be then to come and unexpired without the Let, Suit, Interruption, Claim or Demand of him the said A. or any other Person or Persons whatsoever; **And** that free and clear, and freely and clearly acquitted, exonerated and discharged of, from and against all and every former and other Bargains, Sales, Assignments, Mortgages, Debts, Charges and Incumbrances whatsoever; **And also** that if Default shall be made, &c. then the said A. and all and every Person and Persons having or lawfully claiming any Estate, Right, Interest or Incumbrance of, in, to or out of the Premises hereby assigned, or any Part thereof, shall and will from Time, &c. from thenceforth make, seal and execute, or cause, &c. all and every such further and other Acts, Deeds, Devices and Assurances whatsoever, for the further, better, more perfect and absolute Granting, Assigning, Assuring and Confirming the said Piece, &c. unto the said B. her Executors, Administrators and Assigns, for and during, &c. as by, &c. **Provided always**, and it is hereby agreed and declared by and between the said B. of the one Part, and the said C. of the other Part, that if the said A. his, &c. do and shall well and truly pay, &c. unto the said B. her, &c. the said Sum of 200 l. and the Interest for the same, at the Times and in Manner herein before limited for Payment thereof, then and from thenceforth these Presents, and every Thing therein contained, shall cease, determine and be absolutely void; **And also** that until Default shall be made in Payment of the said Sum of 200 l. and Interest, or some Part thereof, in Breach of the Covenant herein before contained for Payment thereof, it shall and may be lawful, to and for the said A. his Executors, Administrators and Assigns, to hold and enjoy the Piece or Parcel of Ground, Messuage or Tenement and Premises hereby assigned, with their and every of their Appurtenances, and the Rents and Profits thereof take and receive to his and their own Use, without the lawful Let, Suit, Interruption, Disturbance, Claim or Demand whatsoever, of, from or by the said B. or any Person or Persons whatsoever, lawfully claiming or to claim by, from or under her. See *post*.

but in Case of Default, to enter and enjoy,

free from other Incumbrances, and make further Assurance.

Provido in Case of Payment these Presents to be void, and till Default the Assignor to enjoy.

Assignment of Terms of Years for securing the Payment of a Sum of Money.

THIS Indenture Tripartite, made, &c. **Between** J. B. of — of the first Part, S. T. of — of the second Part, and R. S. of — of the third Part. **Whereas** by Indenture *Quinquartite*, bearing Date the Day next before the Day of the Date hereof, made or mentioned to be made between G. S. of — Gent. of the first Part, the said S. T. of the second Part, T. C. of — and T. W. of the third Part, the said J. B. and T. B. of the fourth Part, and the said R. S. of the fifth Part, reciting as therein is recited, for the several Considerations, and to the several Uses, Trusts, Intents and Purposes therein particularly mentioned and expressed, they the said T. S. and T. W. by the Direction and Appointment of the said G. S. S. T. and R. S. testified by their being made Parties to the same Indenture, and their Signing and Sealing thereof; and also the said G. S. S. T. and R. S. and each and every of them, did fully, clearly and absolutely bargain, sell, assign, transfer and set over unto the said J. B. and T. B. their Executors, Administrators and Assigns, the three

three several Indentures of Lease therein particularly mentioned and recited, being Grants
 The Premises. and Demises of certain Liberties and Privileges of digging up Ground, and laying Pipes for
 Conveyances of Water in the Streets, Lanes, and open Places of the Town of *Portsmouth* in
 the County of *Southampton*, and of a certain Messuage or Tenement, and certain Water-mills,
 and a Piece of Meadow Ground, a Wind-mill, and other Things, situate or lying in or near
 the said Town of *Portsmouth*, or within the Liberties thereof, for divers long Terms of
 Years therein yet to come and unexpired, and also all and singular the Liberties and Privi-
 leges granted by a certain Order in the said *Quinquartite* Indenture, mentioned to be made
 by the Right Honourable the Earl of, &c. and all other the Estates and Interests which were
 some Time since granted or assigned, or meant, mentioned or intended to be granted or
 assigned to them the said *T. C.* and *T. W.* or either of them, in or by the two several *Tripar-*
tite Indentures in the said *Quinquartite* Indenture mentioned and recited, upon several
 Trusts in the said *Tripartite* Indentures particularly expressed, with their and every of their
 Rights, Members and Appurtenances: **And** all the Estate, Right, Title, Interest, and
 Term and Terms of Years to come and unexpired, Use, Trust, Property, Profit, Claim
 and Demand whatsoever of them the said *T. C.* *T. W.* *G. S.* *S. T.* and *R. S.* or any of them,
 of, in or to the Premises, or any Part or Parcel thereof, by Force, Virtue or Means of the
 said three several Indentures of Lease, and the said Order, and the said two *Tripartite* Inden-
 tures, or any of them, or otherwise howsoever, together with the said Indentures of Lease,
 Order, *Tripartite* Indentures, and several Indentures of Assignment in the said *Quinquartite*
 Indenture particularly mentioned and recited; **To have and to hold** all and singular the
 Premises in or by the said *Quinquartite* Indenture assigned, or meant, mentioned or in-
 tended to be assigned, with their and every of their Rights, Members and Appurtenances,
 unto the said *J. B.* and *T. B.* their Executors, Administrators and Assigns, from thenceforth
 for and during all the Rest and Residue of the several Terms of Years, in or by the said three
 several Leases granted them, to come and unexpired; **In Trust nevertheless**, and to the
 Intent and Purpose, that the said *J. B.* and *T. B.* should the Day next after the Date thereof,
 by Indenture under their Hands and Seals duly executed, assign and transfer to the said *R. S.*
 his Executors, Administrators and Assigns, all and singular the Premises therein before men-
 tioned or intended to be thereby assigned to them the said *J. B.* and *T. B.* with their and
 every of their Rights, Members and Appurtenances, for all the Rest and Residue of the said
 several Terms of Years therein above-mentioned, which should be then to come and un-
 expired, under a Proviso or Condition nevertheless, to be void in Case the said *R. S.* his Exe-
 cutors, Administrators or Assigns, or some of them, shall not or do not pay or cause to be
 paid to the said *S. T.* his Executors, Administrators or Assigns, the Sum of two thousand
 five hundred Pounds of lawful Money, &c. on, &c. without any Deduction or Abatement:
And upon further Trust, that if any Default should happen to be made of or in Payment of
 the said Sum of two thousand five hundred Pounds contrary to the true Intent and Meaning
 of the said Proviso or Condition, that then the said *J. B.* and *T. B.* their Executors and Ad-
 ministrators, shall immediately after such Default enter upon all and singular the Premises,
 which should be so as aforesaid assigned or transferred to the said *R. S.* with their and every
 of their Rights, Members and Appurtenances, and shall from thenceforth stand and be pos-
 sessed of the same and every Part thereof; **In Trust** to and for the only proper Use, Benefit
 and Behoof of the said *S. T.* his Executors, Administrators and Assigns, during all the then
 Residue and Remainder of the said several Terms of Years, by the said several recited Inden-
 tures of Lease granted, which shall be then to come and unexpired, and to and for no other
 Use, Intent or Purpose whatsoever, as by the said recited *Quinquartite* Indenture of As-
 signment, Relation being thereto had, may more fully and at large appear: **Now this**
Indenture witnesseth, that as well for and in Consideration of the Sum of, &c. to each
 of them the said *J. B.* and *T. B.* in Hand paid, at or before the Ensealing and Delivery of
 these Presents by the said *R. S.* the Receipt whereof they do hereby respectively acknowledge,
 and in Pursuance of the Trust reposed in them by the said recited *Quinquartite* Indenture,
 they the said *J. B.* and *T. B.* by and with the Privy, Consent and Direction of the said
S. T. testified by his being a Party to and his Signing and Sealing of these Presents, have
 bargained, sold, assigned, transferred and set over, and by these Presents do fully and ab-
 solutely bargain, sell, assign, transfer and set over unto the said *R. S.* his Executors, Ad-
 ministrators and Assigns, the said three before mentioned Indentures of Lease, and all and
 singular the Premises in or by the said Indentures of Lease, every or any of them, de-
 mised, or meant, mentioned or intended to be demised; **And also** the Liberties and Privi-
 leges granted by the afore-mentioned Order, and all and singular other the Premises granted
 or assigned, or meant, mentioned or intended to be granted or assigned to the said *J. B.* and
T. B. or either of them, in or by the said recited *Quinquartite* Indenture, with their and
 every of their Rights, Members and Appurtenances; **And** all the Estate, Right, Title,
 Interest, Term and Terms of Years to come and unexpired, Use, Trust, Property, Profit,
 Claim

The Haben-
dum.

In Trust that
the Assigns
should assign
the Premises
to a third
Person.

Proviso, the
Assignment to
be void upon
Failure of
Payment of a
Sum of Mo-
ney.

Condition of
Entry for
Non-pay-
ment.

In Trust for
the Assignee.

Assignment of
the said three
Indentures of
Lease.

Claim and Demand whatsoever of them the said J. B. and T. B. or either of them, of, in or to the same, or any Part or Parcel thereof, by Force, Virtue or Means of the said before mentioned Indentures of Lease, the said Order and Indentures of Assignment, or any of them, or otherwise howsoever; **To have and to hold** the said three several Indentures of Lease, and all and singular other the Premises hereby assigned, or meant, mentioned or intended to be hereby assigned, with their and every of their Rights, Members and Appurtenances, unto the said J. S. his Executors, Administrators and Assigns from henceforth, for and during all the Rest, Residue and Remainder of the several Terms of Years, in or by the said several Indentures of Lease granted, yet to come and unexpired. **Provided always**, and this present Assignment is upon this express Condition, that if the said R. S. his Executors, Administrators or Assigns, or some of them, shall not or do not well and truly pay or cause to be paid unto the said S. S. his Executors, Administrators or Assigns, the full and just Sum of two thousand five hundred Pounds of lawful, &c. with Interest for the same after the Rate of, &c. at or upon, &c. next ensuing the Date hereof, without any Deduction, Defalcation or Abatement of, &c. in respect of any Taxes, Rates, Assessments, or otherwise howsoever; **Then** and in Case of any Default made in Payment of the said Money, or any Part thereof, this present Deed of Assignment, and every Clause, Article and Thing therein contained, shall cease, determine, and become and be utterly void and of none Effect. **And** from and immediately after any such Default it shall and may be lawful to and for the said J. B. and T. B. their Executors or Administrators, to re-enter upon, hold and enjoy all and singular the Premises herein before mentioned, or intended to be hereby assigned, and every Part and Parcel thereof, and the Rents, Issues and Profits thereof to receive and take during the then Remainder of the said several Terms of Years, upon and under the Trusts limited and appointed in and by the said recited *Quinquartite* Indenture, for the said S. T. his Executors, Administrators and Assigns; any Thing herein contained to the contrary thereof in any wise notwithstanding: **And** the said R. S. for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, promise and agree, to and with the said S. S. his Heirs, Executors, Administrators and Assigns, and to and with every of them by these Presents, that he the said R. S. his Heirs, Executors, Administrators and Assigns, some or one of them, shall and will well and truly pay or cause to be paid unto the said S. S. his Executors, Administrators or Assigns, the said full and just Sum of two thousand five hundred Pounds with Interest for the same as aforesaid, at such Days and Times, and in such Manner and Form as in the above-mentioned Proviso or Condition is limited or appointed for Payment thereof, without any Deduction or Abatement whatsoever, according to the true Intent and Meaning of the said Proviso or Condition. **In Witness** whereof, &c.

The Habendum.

Proviso for the Payment of a Sum of Money.

And in Default of Payment this Assignment to be void.

And the Assignors to re-enter.

Covenant for Payment of the Sum of Money.

Assignment of Terms of Years in Trust by way of Mortgage.

THIS Indenture Tripartite made, &c. **Between** C. F. of, &c. on the first Part, S. S. of London, Merchant, on the second Part, and J. B. and E. B. of London, Linen-Drapers, on the third Part. **Whereas** by Indenture of Lease Tripartite, bearing Date, &c. made between the said S. S. Party to these Presents of the first Part, W. G. of, &c. Bricklayer of the second Part, and T. P. of, &c. Gent. of the third Part, (reciting as therein is recited) he the said S. S. for the Considerations therein mentioned, **Did** demise to the said T. P. all those, &c. situate, lying and being, &c. as the same are more particularly described in the said Indenture; and also all those, &c. and all other Erections and Buildings whatsoever, then erected and built in or upon the Back Ground lying, &c. together with a Yard thereunto belonging and lying, &c. and all Ways, Passages, Yards, Lights, Easements, Waters, Water-courses, Profits, Advantages and Appurtenances whatsoever, to the said demised Premises belonging, or in any wise appertaining; **To hold** to the said T. P. his Executors, Administrators and Assigns, from, &c. last past before the Date of the said Indenture, for the Term of fifty-two Years, and one Quarter of a Year, at the yearly Rent of, &c. payable Quarterly; **And whereas** by Mistake the said, &c. are expressed in the said recited Indenture to be four in Number, but are really no more than three, one House which was formerly standing, &c. being now made into, &c. **And whereas** by Indenture Tripartite, bearing Date the Day next before the Day of the Date of these Presents, he the said T. P. for the Considerations therein mentioned, did absolutely assign to the said C. F. the said recited Indenture of Lease, and the Premises thereby demised, and all his Estate, Right, Title, Interest, Claim and Demand, of, in, to or out of the said demised Premises; **To hold** to the said C. F. his Executors, Administrators and Assigns, from, &c. then and now last past, for all the Remainder of the said Term of fifty-two Years and one Quarter of a Year,

Recital of the Indenture of Lease.

The Premises.

The Habendum.

Recital of the Assignment of the said Indenture of Lease.

The Habendum.

Subject to the
Payment of
a Sum of Mo-
ney to a third
Person.

Who demises
the Premises.

The Haben-
dum.

Assignment of
all the Pre-
mises by way
of Mortgage.

The Haben-
dum.

Proviso, on
Re payment
of the Money,
this Indenture
to be void.

Covenant, that
the Mortga-
gees shall re-
assign.

Covenant for
Payment of
the Money.

Covenant for
Entry in case
of Non-pay-
ment.

Year, by the said recited Indenture of Lease granted, then to come and unexpired; Subject nevertheless unto, and chargeable with the Principal Sum of, &c. secured to the said S. S. by an Indenture of Assignment, by way of Mortgage made of the said Premises by the said T. P. to J. B. and T. B. of London, Linen-Drapers, in Trust for the said S. S. his Executors, Administrators and Assigns, and also subject to the Interest thereof from, &c. last. And **whereas** the said S. S. for the several Considerations in the said Tripartite Indenture mentioned, did thereby demise to the said C. F. the said, &c. and all and singular other the Premises by the said recited Indenture of Lease demised with their Appurtenances; **To hold** to the said C. F. his Executors, Administrators and Assigns, from, &c. which will be, &c. for the Term of fifty-two Years from thence next ensuing, and fully to be compleat and ended, at the yearly Rent of, &c. payable quarterly, as in and by the said several recited Indentures, Relation being thereunto respectively had, may more fully appear: **And whereas** the said C. F. and S. S. have agreed, That the said last recited Indenture of Lease, and the Premises thereby demised, shall be made subject to the Payment of the said Sum of, &c. with such Interest as is or shall become due for the same, from, &c. **Now this Indenture witnesseth**, That in Performance of the said Agreement, and in Consideration of &c. by the said J. B. and T. B. to the said C. F. in Hand well and truly paid, the Receipt whereof is hereby acknowledged, he the said C. F. at the Nomination and by the Appointment of the said S. S. (testified by his being a Party, and his signing and sealing hereunto) hath granted, bargained, sold, assigned, and set over, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, assign, and set over unto the said J. B. and T. B. the said two several recited Indentures of Lease, and all, &c. therein or thereby, or in or by either of them, granted or demised, with their and every of their Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Use, Trust, Property, Benefit, Claim and Demand whatsoever of him the said C. F. of, in, to or out of the same, or any Part or Parcel thereof, in any wise whatsoever; **To have and to hold** the said two recited Indentures of Lease, and all and singular other the Premises herein before mentioned or intended to be hereby assigned, with their and every of their Appurtenances, unto the said J. B. and T. B. their Executors, Administrators and Assigns, from thenceforth, for and during all the Rest and Residue of the said respective Terms of fifty-two Years and one Quarter of a Year, and fifty-two Years, in and by the said two recited Indentures of Lease granted, and yet to come and unexpired; **In Trust** nevertheless to and for the only proper Use and Behoof of the said S. S. his Heirs, Executors, Administrators and Assigns: **Provided** always, and it is agreed by and between **All the** said Parties to these Presents, That if the said C. F. his Executors, Administrators or Assigns, shall and do well and truly pay or cause to be paid to the said S. S. his Heirs, Executors, Administrators or Assigns, the full Sum of, &c. of good, &c. with lawful Interest for the same, in Manner and Form following, (that is to say) the Sum of, &c. without any Deduction, Defalcation or Abatement, for or in respect of any Taxes, Charges, Payments or Assessments ordinary or extraordinary, by Authority of Parliament, or otherwise howsoever; then this present Indenture, as to the Assignment hereby made, and the Estate and Interest hereby granted of and in the said last recited Indenture of Lease, shall cease, determine and become utterly void, and of none Effect; **And** the said J. B. and T. B. their Executors, Administrators or Assigns, shall and will at any Time after such Payment assign the said first recited Indenture of Lease, and the Premises thereby granted, to the said C. F. his Executors, Administrators or Assigns, or to such Person or Persons as he or they shall appoint, and at his or their Charges, free from all Incumbrances by or under them the said J. B. and T. B. or either of them; **And** the said C. F. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said S. S. his Heirs Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (that is to say) That he the said C. F. his Heirs, Executors, Administrators and Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said S. S. his Heirs, Executors, Administrators or Assigns, the said Principal Sum of, &c. together with lawful Interest for the same, at the several and respective Days or Times, and in such Manner and Form as in the Proviso above written is or are mentioned or appointed for Payment thereof, without any Deduction, Defalcation or Abatement as aforesaid. **And** that in Case any Default shall happen to be made of or in Payment of the said principal Sum of, &c. or the Interest thereof, or any Part thereof, at the respective Days or Times herein before limited or appointed for Payment thereof, That then and from thenceforth it shall and may be lawful to and for the said J. B. and T. B. their Executors, Administrators or Assigns, into all and singular the said hereby assigned Premises, or any Part or Parcel thereof, in the Name of the whole to enter, and the same from thenceforth, for, and during all the Rest and Residue of the said respective Terms of fifty-two Years, and one Quarter of a Year, and fifty-

fifty-two Years, which shall be then to come and unexpired, peaceably and quietly to have, hold and enjoy; and the Rents, Issues and Profits thereof to receive and take, to and for the only proper Use and Behoof of the said S. S. his Executors, Administrators or Assigns, without any Manner of Denial, Let, Suit, Trouble, Hindrance, Interruption, Eviction, Ejection, Molestation or Disturbance of or by him the said C. F. his Executors, Administrators or Assigns, or any other Person or Persons whatsoever. And that he the said C. F. his Executors, Administrators and Assigns, and all other Persons claiming under him or the said T. P. shall and will, at all or any Time or Times after Breach of the said Proviso, make, do, &c. for further Assurance. And lastly, it is hereby mutually agreed by and between all the said Parties to these Presents, that until Default shall happen to be made of or in Payment of the said Principal Money and Interest, or of some Part thereof, at the Days or Times herein before limited or appointed for Payment of the same; they the said J. B. and T. B. their Executors, Administrators and Assigns, shall and will permit and suffer the said C. F. his Executors, Administrators or Assigns, to have, hold and enjoy all and singular the said hereby assigned Premises, and to receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Behoof, without rendering any Account to the said J. B. and T. B. their Executors, Administrators or Assigns, for or concerning the same. In Witness, &c.

Assignment of an Indenture of Lease to a Man and his Wife, by way of Mortgage.

THIS Indenture made, &c. Between W. S. of, &c. Gent. of the one Part, and J. W. Citizen and Brewer of London, and Mary his Wife, of the other Part. **Whereas** Recital of the by Indenture of Lease, bearing Date, &c. made or mentioned to be made between J. S. of, Indenture of &c. Gent. on the one Part, and R. C. of the same Parish and County, Carpenter, on the Lease. other Part, the said J. S. for the Consideration therein mentioned, did betake, set and to Farm let, unto the said R. C. All that Piece or Parcel of Ground, being Part of certain The Premises Fields then in building by R. F. Bricklayer, lying and being in the Parishes of, &c. contain- being a Piece ing, &c. all which said Premises are more particularly described in a Plot or Schedule thereof of Ground on annexed to the said Indenture of Lease, and were then lately amongst other Things demised which Houses and leased unto the said J. S. by the said R. F. and W. P. Gent, by Indenture of Lease bearing were building; Date, &c. for a longer Term of Years than is granted by the said recited Indenture, under the yearly Rent of, &c. together with all Ways, Privileges, Profits, Commodities and Appurtenances, to the said demised Premises belonging or in any wise appertaining; **To hold** Habendum for the said Piece or Parcel of Ground, and all other the Premises, with the Appurtenances, unto a Term of the said R. C. his Executors, Administrators and Assigns, for the Term of, &c. commen- Years. cing, &c. under the Rent of, &c. for the first Year of the said Term, and of the Rent or Sum of, &c. for the Remainder of the said Term, payable to the said J. S. his Executors, Administrators or Assigns, at the four most usual Feast-Days or Times of Payment in the Year therein mentioned, by even and equal Portions, as by the said recited Indenture of Lease, amongst divers other Covenants, Clauses and Things therein mentioned, Relation being thereunto had, may more plainly and fully appear: **And whereas** the said R. C. by Indenture Recital of an of Lease bearing Date, &c. for the Consideration therein mentioned, did demise unto J. F. Indenture of of, &c. Gent. All that Messuage or Tenement, situate, &c. containing the several Dimen- Lease of one sions, and abutting in such Manner and Form as in the said last recited Indenture of Lease, of the said Houses. and the Ground-plot thereunto annexed, are particularly mentioned and expressed; **To hold** The Habendum. the said Messuage or Tenement, with the Appurtenances, unto the said J. F. his Executors, Administrators and Assigns, from, &c. for the Term of, &c. under the yearly Rent of a Pepper-corn only (if lawfully demanded), as in and by the said last recited Indenture of Lease, Relation being thereunto had, may more plainly appear; which said Messuage or Tenement so demised to the said J. F. was built upon the said Piece or Parcel of Ground by the said first recited Indenture of Lease granted to the said R. C. which was then designed and laid out to be built by the said R. C. his Under-Tenants or Assigns, into a new Court then called or intended to be called, &c. leading out of, &c. into, &c. **And whereas** the said R. C. by Recital of an one other Indenture of Lease bearing Date, &c. for the Considerations therein mentioned, Indenture of did demise unto J. T. jun. of the Parish of, &c. Paver, and E. his Wife, All that Piece Lease of Parcel or Parcel of Ground fronting the said intended Court on the South Side thereof adjoining of the said East, &c. and containing the several Dimensions in the same Indenture of Lease, and the Ground-plot thereunto annexed, particularly mentioned; **To hold** to the said J. T. and E. his Wife, their Executors, Administrators and Assigns, from, &c. then last past, for the Term of, &c. under the yearly Rent of, &c. payable, &c. as by the said last recited Indenture, ture,

All which Indentures are lawfully vested in the Lessor.

Covenant of Assignment of all the Premises.

Habendum to the Assignees for the Residue of the Term.

Proviso that upon the Assignor's paying a Sum of Money to the Assignee, this present Assignment to be void.

Covenant for the Payment of the said Sum, &c.

Covenant that the hereby assigned Indenture of Lease is valid in the Law,

and that the Assignor hath full Power to assign, &c.

Covenant that in Case of Failure of Payment, the Assignee may enter and enjoy, &c.

ture, Relation being thereunto had, may more fully appear: **And whereas** as well the said first recited Indenture of Lease to R. C. as also the said two other recited Indentures of Lease from the said R. C. to the said J. F. and J. T. and E. his Wife, are by good and sufficient Conveyances and Assurances in the Law fully come to and vested in the above named W. S. for the Residue of the Terms by the said first recited Indenture of Lease granted yet to come and unexpired: **Now this Indenture witnesseth**, That the said W. S. for and in Consideration of the Sum of, &c. to him in Hand paid at or before the Sealing and Delivery of these Presents by the above named J. W. and M. his Wife, the Receipt whereof the said W. S. doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, exonerate and discharge the said J. W. and M. his Wife, their Heirs, Executors and Administrators and every of them for ever by these Presents, and for other good Causes and Considerations him hereunto moving, **hath** granted, assigned, transferred and set over, and by these Presents doth grant, assign, transfer and set over unto the said J. W. and M. his Wife, as well the said first recited Indenture of Lease, and all that Piece or Parcel of Ground thereby letten or demised, or mentioned or intended to be thereby let or demised, and every Part thereof, with the Appurtenances, as also all those other Messuages or Tenements thereupon now standing, erected and built, and now or late in the several Tenures or Occupations of, &c. or some of them, their or some of their Under-tenants or Assigns, being now commonly called or known by the Name of, &c. and also all other Erections, Edifices and Buildings, in or upon the said Piece or Parcel of Ground, or any Part thereof now erected and built, with their and every of their Rights, Members and Appurtenances, and all the Estate, Right, Title, Interest, Use, Trust, Property, Profit, Benefit, Advantage, Claim and Demand whatsoever of him the said W. S. of, in or to the same, or any Part thereof, together with the said two last recited Indentures of Lease, and the Assignments thereof, and all other Assignments, Counterparts of Leases, Deeds, Evidences and Writings, touching or concerning the same Premises, or any Part thereof; **To have and to hold** the said first recited Indenture of Lease, and the said Piece or Parcel of Ground thereby demised, and the Messuages or Tenements thereupon erected and built, and all and singular other the Premises herein before mentioned and intended to be hereby granted and assigned, and every Part thereof, with their and every of their Rights, Members and Appurtenances, unto the said J. W. and M. his Wife, their Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during all the Rest and Residue of the said Term of, &c. by the said first recited Indenture of Lease granted, yet to come and unexpired. **Provided** always, and upon Condition nevertheless, That if the said W. S. his Executors, Administrators or Assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said J. W. and M. his Wife, their Executors, Administrators or Assigns, or any of them, at or in the now Dwelling-house of them the said J. W. and M. his Wife, situate, &c. on, &c. next ensuing the Date hereof, the full and whole Sum of, &c. without any Deduction, Defalcation, or Abatement, for or in Respect of any Taxes, Rates, Assessments or Charges, to be taxed, rated or set upon the said Premises, or the said Sum of Money by Authority of Parliament or otherwise, or for any other Matter, Cause or Pretence whatsoever; that then and from thenceforth this present Indenture, and the Grant and Assignment hereby made, and every Article, Clause, Matter and Thing herein contained, shall cease, determine and become absolutely void and of none Effect. **And** the said W. S. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said J. W. and M. his Wife, their Executors, Administrators and Assigns, and every of them, by these Presents in Manner and Form following, (that is to say) That he the said W. S. his Heirs, Executors, Administrators or Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said J. W. and M. his Wife, their Executors, Administrators or Assigns, the said Sum of, &c. at the Time or Place above mentioned, without any Deduction, Defalcation or Abatement as aforesaid; **And also**, That the said recited Indenture of Lease, is a good and sufficient Lease, valid in the Law, and is yet in being, and not forfeited, surrendered, or any ways determined or become void, and that he the said W. S. hath good Power and lawful Authority in himself to assign and set over the same, and all other the Premises hereby granted and assigned, unto the said J. W. and M. his Wife, their Executors, Administrators and Assigns, in Manner and Form aforesaid. **And** that if Default shall happen to be made of or in Payment of the said Sum of, &c. or any Part thereof, at the Time herein before limited for Payment thereof, that then, or at any Time after, it shall and may be lawful to and for the said J. W. and M. his Wife, their Executors, Administrators or Assigns, or any of them, into all and singular the Premises hereby granted and assigned, and every Part thereof to enter, and the same from thenceforth for and during all the Rest and Residue of the said Term of, &c. which shall be then to come and unexpired, peaceably and quietly to hold and enjoy, and the Rents, Issues and Profits thereof to have and take to his and their own proper Use and Behoof, without any Manner of Let, Suit, Trouble, Hindrance, Denial,

Eviction, Expulsion or Interruption, of or by the said *W. S.* his Executors, Administrators or Assigns, or any of them, or any other Person or Persons whatsoever, And that free and clear, and freely and clearly acquitted, exonerated and discharged or otherwise by the said *W. S.* his Heirs, Executors or Administrators, or some of them, well and sufficiently saved, kept harmless and indemnified of and from all and all Manner of former and other Grants, Bargains, Sales, Leases, Assignments, Mortgages, Estates, Titles, Troubles, Charges and Incumbrances whatsoever. And likewise, That if any Default shall happen to be made as aforesaid, he the said *W. S.* his Executors, Administrators and Assigns, and all other Persons having or lawfully claiming any Estate or Interest, of, in, to or out of the said Premises, or any Part thereof, shall and will at any Time after, upon the reasonable Request, and at the Cost and Charges in the Law of the said *J. W.* and *M.* his Wife, their Executors, Administrators or Assigns, make and do all such further Acts and Things, for the better and more perfect Assuring and Conveying of the said Premises herein before mentioned and intended to be hereby granted or assigned, with the Appurtenances, unto the said *J. W.* and *M.* his Wife, their Executors, Administrators and Assigns, for all the Residue of the said Term, &c. which shall be then to come and unexpired; as by the said *J. W.* and *M.* his Wife, their Executors, Administrators or Assigns, his, her or their Counsel learned in the Law shall be reasonably devised, advised or required. And lastly, It is agreed between the said Parties to these Presents, that until such Default shall happen to be made, as aforesaid, the said *W. S.* his Executors, Administrators and Assigns, shall and may receive and take all the Rents, Issues and Profits of the Premises, to his and their own Use, without any Account to be made or given unto the said *J. W.* and *M.* his Wife, their Executors, Administrators or Assigns, for or concerning the same. In Witness, &c.

And that the Premises are free from Incumbrances.

Covenant to make further Assurances, as Counsel shall advise.

Covenant that the Assignor shall enjoy till Default of Payment.

Further Charge by Assignment of the same Premises by an Indorsement thereon, made by the Purchaser of the Equity of Redemption, in Consideration of the Sum lent the Mortgagor, and of more lent to them by the Mortgagor.

Whereas *C.* of, &c. hath purchased of the within named *A* the Equity of Redemption of the Piece, &c. in and by the within written Indenture assigned, and the same Premises are by Indenture, bearing Date, &c. last past, before the Date hereof, and made between the said *A.* of the one Part, and the said *C.* of the other Part, assigned and set over, (subject to the within written Mortgage) unto the said *C.* for the Residue of the Term of 98 Years within mentioned: And whereas the Principal Sum of 200*l.* in and by the within written Indenture mentioned to be lent by *B.* therein named, is still due and owing to her upon the same Security, but all Interest, that hath accrued or become due for the same to the Day of the Date hereof, is paid and discharged: **Now know all Men by these Presents,** that for and in Consideration of the said Sum of 200*l.* so due and owing to her the said *B.* upon the within written Security; and also for and in Consideration of the further Sum of 100*l.* of, &c. to him the said *C.* by the said *B.* at or before the Sealing and Delivery hereof, lent and well and truly paid, the Receipt of which said Sum of 100*l.* he the said *C.* doth hereby acknowledge, and thereof, &c. And for the better and more effectual Securing the said several Sums of 200*l.* and 100*l.* so advanced and lent by the said *B.* to the said *A.* and *C.* respectively as aforesaid, making together 300*l.* with Interest for the same, in such Manner as is herein after mentioned, he the said *C.* hath granted, bargained and sold, assigned and confirmed, and by these Presents Doth, &c. unto the said *B.* her Executors, Administrators and Assigns, The Piece or Parcel of Ground within mentioned, and the Messuages, &c. To have, &c. the said Piece or Parcel, &c. to the said *B.* her, &c. from henceforth for and during all the Residue, &c. Provided nevertheless, and it is hereby agreed and declared, that if the said *C.* his, &c. do or shall pay, or cause to be paid unto the said *B.* her, &c. the Sum of 300*l.* of, &c. with Interest for the same, at the Times and in Manner herein after mentioned and appointed for Payment thereof, then the said *B.* and all and every Person and Persons having or claiming any Estate, Right, Title or Interest, of, in, to or out of the Premises hereby assigned and confirmed, or any Part thereof, by, from or under her, shall and will at any Time from thenceforth, at the Request, Costs and Charges of the said *C.* his Executors, Administrators or Assigns, make, seal and execute, or cause and procure to be made, sealed and executed, all and every such Act and Acts, Thing and Things, Devices and Assurances in the Law whatsoever, for the Re-assigning, Assuring and Confirming the said Piece or Parcel of Ground, Messuage or Tenement and Premises hereby assigned and confirmed, with their and every of their Appurtenances, unto the said *C.* his Executors, Administrators or Assigns, or unto such Person or Persons as he or they shall in that Behalf nominate or appoint, as by, &c. so as, &c. doth hereby covenant, &c.

Recital of Purchase.

Consideration.

Habendum.

Proviso that if the Money is paid the Mortgagor shall re-assign.

(to pay the whole Money) And, &c. (Agreements that till Default, the now Assigner shall enjoy as in the foregoing Assignment.) In Witness, &c.

Assignment of two Leases by way of Mortgage.

THIS Indenture, &c. Between, &c. Whereas, &c. (Recite the two Leases, &c.) And whereas by Virtue of several mesne Assignments, Wills, Administrations and other good Assurances in Law, the said two several Indentures of Lease, and the several Messuages or Tenements and Premises thereby respectively demised, are now come unto, and legally vested in him the said B. H. for the Residue of the said several Terms of — Years and — Years thereby respectively granted, which are yet to come and unexpired, as in and by the said several in Part recited Indentures of Lease, mesne Assignments, Wills and Administrations, Relation being to them respectively had, &c. Now this Indenture witnesseth, &c. To hold, &c. yet to come and unexpired, under the Rent and Covenants in and by the said recited Indentures of Lease granted, which from Michaelmas Day last, on the Lessees Part and Behalf are or ought to be kept, done and performed. Provided always nevertheless, &c. (As in the two last Forms.)

An Assignment of a Lease and Demise of a Rectory by way of Mortgage.

THIS Indenture, made, &c. Between J. C. of, &c. Clerk, and S. his Wife, Relict and Administratrix of S. T. late of, &c. Yeoman, deceased, on the one Part, and T. W. of, &c. Clerk, on the other Part. Whereas E. K. Widow, by Indenture of Lease bearing Date on or about, &c. did demise to the said S. T. in his Life-time, all that Capital Messuage or Farm called, &c. and the Buildings and Lands thereunto belonging, or therewith then or theretofore used or enjoyed, containing by Estimation, &c. lying, &c. and then in the Tenure of the said S. T. or his Assigns (except as in the said Indenture of Lease is excepted) for the Term of, &c. at the yearly Rent of, &c. payable, &c. as by the said recited Indenture, Relation being thereunto had, may more fully appear: Now this Indenture witnesseth, that in Consideration of the Sum of, &c. of good, &c. to them the said J. C. and S. his Wife, or one of them, in Hand paid by the said T. W. at or before the Sealing or Delivery hereof, the Receipt whereof is hereby acknowledged, they the said J. C. and S. his Wife have granted, bargained, sold, assigned and set over, and by these Presents do grant, bargain, sell, assign and set over unto the said T. W. the said recited Indenture of Lease, and the said Messuage or Farm, and Lands, and all other Things therein or thereby demised, with their Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Use, Trust, Possession, Reversion, Property, Claim and Demand whatsoever of them the said J. C. and S. his Wife, of, in, to or out of the said Premises, every or any Part or Parcel thereof; To have and to hold all and singular the said hereby assigned Premises, with their Appurtenances, unto the said T. W. his Executors, Administrators and Assigns, to his and their own Use, from henceforth for and during all the Rest, Residue and Remainder of the said Term of, &c. by the said recited Indenture of Lease granted, yet to come and unexpired; subject nevertheless to the Proviso herein after contained: And this Indenture further witnesseth, that the said J. C. for the Considerations aforesaid, doth hereby demise and lease to the said T. W. all that the Rectory of, &c. and the Glebe Lands and Barn thereunto belonging; and also all and all Manner of Tithes, as well great as small, and all Compositions for the same, and all other the Profits of the said Rectory, or to the same in any wise belonging or appertaining; To have and to hold all and singular the said hereby demised Premises, with their Appurtenances, unto the said T. W. his Executors, Administrators and Assigns from henceforth, for the Term of, &c. now next following; Yielding and Paying therefore to the said J. C. the Rent of one Pepper-Corn only at Michaelmas yearly, if the same shall be demanded; Provided always, and it is hereby declared and agreed, by and between all the said Parties to these Presents, That if the said J. C. and S. his Wife, their or either of their Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said T. W. his Executors, Administrators or Assigns, the full Sum of, &c. of good, &c. with lawful Interest for the same, on, &c. next ensuing the Date of these Presents, without any Deduction or Abatement, for or in respect of any Taxes, Rates, Charges or Assessments, or otherwise howsoever; Then this present Indenture, and the Assignment and Demise hereby made, and every Thing herein contained shall cease, determine and be utterly void and of none Effect: And the said J. C. for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said T. W. his Executors, Administrators and

Recital of the Lease.

The Premises.

Assignment of the said Lease.

The Habendum.

Demise of the Rectory.

The Habendum.

The Redendum.

Proviso, this present Indenture of Assignment to be void on the Payment of a Sum of Money.

Covenant to pay the Money.

and Assigns, in Manner following, (that is to say) that he the said J. C. his Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said T. W. his Executors, Administrators or Assigns, the said Sum of, &c. with lawful Interest for the same, at the Times herein above mentioned for Payment thereof, without any Deduction or Abatement whatsoever as aforesaid: **And** that if Default shall happen to be made of or in Payment of the said Sum of, &c. or the Interest thereof, or any Part thereof, contrary to the true Intent and Meaning of these Presents, that then, or at any Time afterwards, it shall and may be lawful to and for the said T. W. his Executors, Administrators or Assigns, to enter into all and singular the said hereby assigned and demised Premises, and the same from thenceforth for and during all the Rest and Residue of the said Terms of, &c. then to come and unexpired, peaceably and quietly to hold and enjoy, and the Rents, Issues, Tithes and other Profits thereof to receive and take, without any lawful Let, Suit, Trouble, Denial, Hindrance or Interruption of or by the said J. C. and S. his Wife, their Executors, Administrators or Assigns, or of or by any other Person or Persons whatsoever: **And** that they the said J. C. and S. his Wife, and all Persons lawfully having or claiming any Estate or Interest in the said hereby assigned or demised Premises, shall and will at any Time or Times after such Default, at the Request of the said T. W. his Executors, Administrators or Assigns, make, do, perform and execute all and every such further and other Acts and Things, for the better and more perfect Assuring and Confirming of the said Premises respectively unto the said T. W. his Executors, Administrators and Assigns, for and during all the then Rest and Residue of the said respective Terms of, &c. as by the said T. W. his Executors or Administrators, or by his and their Counsel Learned in the Law, shall be reasonably devised, advised or required: **And lastly**, it is agreed by and between the said Parties to these Presents, that until a Breach of the said Proviso shall happen, it shall and may be lawful to and for the said J. C. and S. his Wife, their Executors, Administrators and Assigns, to receive and take the Rents, Issues and Profits of the said hereby assigned Farm, called, &c. with the Appurtenances, without any Account to be made or rendered to the said T. W. his Executors, Administrators or Assigns, for or concerning the same; **But** that the said T. W. his Executors, Administrators or Assigns shall, or lawfully may, (if he or they shall think fit) receive and take the said hereby demised Tithes, and all Compositions made for the same, or any Part thereof, and all other the Profits of the said Rectory of, &c. for or towards Payment and Satisfaction of the said Sum of, &c. and such Interest as shall grow due for the same; **And** that in case the said Sum of, &c. and Interest, with such Costs and Charges as the said T. W. his Executors, Administrators or Assigns, shall be put to or expend in or about their receiving of the said Tithes, Compositions or other Profits, shall be thereby fully paid and satisfied before the said, &c. next; **Then** these Presents shall from and immediately after such Payment and Satisfaction become and be void and of none Effect. **In Witness, &c.**

XXIV. Of Leases and other Terms of Years by way of (a) collateral or further Security.

Assignment of a Lease for securing a Debt on a Bond, defeasible on Payment of the Debt at a certain Time.

By Indorsement.

KNOW all Men by these Presents, That I the within named J. G. as well for and in Consideration of the Sum of — of, &c. (with Interest for the same) due from me the said J. G. unto S. G. of — by Bond, bearing Date, &c. in the Penal Sum of —, conditioned for the Payment of the said Sum of — and Interest, to the said S. G. at a Day long since past, as for the better Securing the Payment thereof, and for divers good Causes and Considerations me hereunto especially moving, **Have** granted, assigned, transferred and set over, and by, &c. **Do**, &c. unto the said S. G. her Executors, Administrators and Assigns, as well the Indenture of Lease within written, as all my Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Claim and Demand whatsoever, of, in and to the within mentioned Pieces or Parcels of Ground, &c. and all and singular, &c. within mentioned; **To have and to hold** the said Indenture of Lease, and the said Pieces, &c. unto the said S. G. her Executors, Administrators and Assigns from henceforth, for and during all the Rest and Residue of the Term or Terms of Years yet to come and unexpired

(a) See Tit. Collateral Securities.

(to pay the whole Money) And, &c. (Agreements that till Default, the now Assigner shall enjoy as in the foregoing Assignment.) In Witness, &c.

Assignment of two Leases by way of Mortgage.

THIS Indenture, &c. Between, &c. Whereas, &c. (Recite the two Leases, &c.) And whereas by Virtue of several mesne Assignments, Wills, Administrations and other good Assurances in Law, the said two several Indentures of Lease, and the several Messuages or Tenements and Premises thereby respectively demised, are now come unto, and legally vested in him the said B. H. for the Residue of the said several Terms of — Years and — Years thereby respectively granted, which are yet to come and unexpired, as in and by the said several in Part recited Indentures of Lease, mesne Assignments, Wills and Administrations, Relation being to them respectively had, &c. Now this Indenture witnesseth, &c. To hold, &c. yet to come and unexpired, under the Rent and Covenants in and by the said recited Indentures of Lease granted, which from Michaelmas Day last, on the Lessees Part and Behalf are or ought to be kept, done and performed. Provided always nevertheless, &c. (As in the two last Forms.)

An Assignment of a Lease and Demise of a Rectory by way of Mortgage.

THIS Indenture, made, &c. Between J. C. of, &c. Clerk, and S. his Wife, Relict and Administratrix of S. T. late of, &c. Yeoman, deceased, on the one Part, and T. W. of, &c. Clerk, on the other Part. Whereas E. K. Widow, by Indenture of Lease bearing Date on or about, &c. did demise to the said S. T. in his Life-time, all that Capital Messuage or Farm called, &c. and the Buildings and Lands thereunto belonging, or therewith then or theretofore used or enjoyed, containing by Estimation, &c. lying, &c. and then in the Tenure of the said S. T. or his Assigns (except as in the said Indenture of Lease is excepted) for the Term of, &c. at the yearly Rent of, &c. payable, &c. as by the said recited Indenture, Relation being thereunto had, may more fully appear: Now this Indenture witnesseth, that in Consideration of the Sum of, &c. of good, &c. to them the said J. C. and S. his Wife, or one of them, in Hand paid by the said T. W. at or before the Sealing or Delivery hereof, the Receipt whereof is hereby acknowledged, they the said J. C. and S. his Wife have granted, bargained, sold, assigned and set over, and by these Presents do grant, bargain, sell, assign and set over unto the said T. W. the said recited Indenture of Lease, and the said Messuage or Farm, and Lands, and all other Things therein or thereby demised, with their Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Use, Trust, Possession, Reversion, Property, Claim and Demand whatsoever of them the said J. C. and S. his Wife, of, in, to or out of the said Premises, every or any Part or Parcel thereof; To have and to hold all and singular the said hereby assigned Premises, with their Appurtenances, unto the said T. W. his Executors, Administrators and Assigns, to his and their own Use, from henceforth for and during all the Rest, Residue and Remainder of the said Term of, &c. by the said recited Indenture of Lease granted, yet to come and unexpired; subject nevertheless to the Proviso herein after contained: And this Indenture further witnesseth, that the said J. C. for the Considerations aforesaid, doth hereby demise and lease to the said T. W. all that the Rectory of, &c. and the Glebe Lands and Barn thereunto belonging; and also all and all Manner of Tithes, as well great as small, and all Compositions for the same, and all other the Profits of the said Rectory, or to the same in any wise belonging or appertaining; To have and to hold all and singular the said hereby demised Premises, with their Appurtenances, unto the said T. W. his Executors, Administrators and Assigns from henceforth, for the Term of, &c. now next following; Yielding and Paying therefore to the said J. C. the Rent of one Pepper-Corn only at Michaelmas yearly, if the same shall be demanded; Provided always, and it is hereby declared and agreed, by and between all the said Parties to these Presents, That if the said J. C. and S. his Wife, their or either of their Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said T. W. his Executors, Administrators or Assigns, the full Sum of, &c. of good, &c. with lawful Interest for the same, on, &c. next ensuing the Date of these Presents, without any Deduction or Abatement, for or in respect of any Taxes, Rates, Charges or Assessments, or otherwise howsoever; Then this present Indenture, and the Assignment and Demise hereby made, and every Thing herein contained shall cease, determine and be utterly void and of none Effect: And the said J. C. for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said T. W. his Executors, Administrators and

Recital of the Lease.

The Premises.

Assignment of the said Lease.

The Habendum.

Demise of the Rectory.

The Habendum.

The Redendum.

Proviso, this present Indenture of Assignment to be void on the Payment of a Sum of Money.

Covenant to pay the Money.

and Assigns, in Manner following, (that is to say) that he the said J. C. his Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said T. W. his Executors, Administrators or Assigns, the said Sum of, &c. with lawful Interest for the same, at the Times herein above mentioned for Payment thereof, without any Deduction or Abatement whatsoever as aforesaid: **And** that if Default shall happen to be made of or in Payment of the said Sum of, &c. or the Interest thereof, or any Part thereof, contrary to the true Intent and Meaning of these Presents, that then, or at any Time afterwards, it shall and may be lawful to and for the said T. W. his Executors, Administrators or Assigns, to enter into all and singular the said hereby assigned and demised Premises, and the same from thenceforth for and during all the Rest and Residue of the said Terms of, &c. then to come and unexpired, peaceably and quietly to hold and enjoy, and the Rents, Issues, Tithes and other Profits thereof to receive and take, without any lawful Let, Suit, Trouble, Denial, Hindrance or Interruption of or by the said J. C. and S. his Wife, their Executors, Administrators or Assigns, or of or by any other Person or Persons whatsoever: **And** that they the said J. C. and S. his Wife, and all Persons lawfully having or claiming any Estate or Interest in the said hereby assigned or demised Premises, shall and will at any Time or Times after such Default, at the Request of the said T. W. his Executors, Administrators or Assigns, make, do, perform and execute all and every such further and other Acts and Things, for the better and more perfect Assuring and Confirming of the said Premises respectively unto the said T. W. his Executors, Administrators and Assigns, for and during all the then Rest and Residue of the said respective Terms of, &c. as by the said T. W. his Executors or Administrators, or by his and their Counsel Learned in the Law, shall be reasonably devised, advised or required: **And lastly**, it is agreed by and between the said Parties to these Presents, that until a Breach of the said Proviso shall happen, it shall and may be lawful to and for the said J. C. and S. his Wife, their Executors, Administrators and Assigns, to receive and take the Rents, Issues and Profits of the said hereby assigned Farm, called, &c. with the Appurtenances, without any Account to be made or rendered to the said T. W. his Executors, Administrators or Assigns, for or concerning the same; **But** that the said T. W. his Executors, Administrators or Assigns shall, or lawfully may, (if he or they shall think fit) receive and take the said hereby demised Tithes, and all Compositions made for the same, or any Part thereof, and all other the Profits of the said Rectory of, &c. for or towards Payment and Satisfaction of the said Sum of, &c. and such Interest as shall grow due for the same; **And** that in case the said Sum of, &c. and Interest, with such Costs and Charges as the said T. W. his Executors, Administrators or Assigns, shall be put to or expend in or about their receiving of the said Tithes, Compositions or other Profits, shall be thereby fully paid and satisfied before the said, &c. next; **Then** these Presents shall from and immediately after such Payment and Satisfaction become and be void and of none Effect. **In Witness, &c.**

XXIV. Of Leases and other Terms of Years by way of (a) collateral or further Security.

Assignment of a Lease for securing a Debt on a Bond, defeasible on Payment of the Debt at a certain Time.

By Indorsement.

KNOW all Men by these Presents, That I the within named J. G. as well for and in Consideration of the Sum of — of, &c. (with Interest for the same) due from me the said J. G. unto S. G. of — by Bond, bearing Date, &c. in the Penal Sum of —, conditioned for the Payment of the said Sum of — and Interest, to the said S. G. at a Day long since past, as for the better Securing the Payment thereof, and for divers good Causes and Considerations me hereunto especially moving, **have** granted, assigned, transferred and set over, and by, &c. **do**, &c. unto the said S. G. her Executors, Administrators and Assigns, as well the Indenture of Lease within written, as all my Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Claim and Demand whatsoever, of, in and to the within mentioned Pieces or Parcels of Ground, &c. and all and singular, &c. within mentioned; **To have and to hold** the said Indenture of Lease, and the said Pieces, &c. unto the said S. G. her Executors, Administrators and Assigns from henceforth, for and during all the Rest and Residue of the Term or Terms of Years yet to come and unexpired

(a) See Tit. Collateral Securities.

expired in the said Lease, Under the Rent or Rents and Covenants in the said Lease specified, on the Tenant or Lessee's Part, to be paid, done and performed. **Provided, and upon Condition,** That if the said J. G. his Executors, Administrators and Assigns, or any of them do, and shall well and truly pay or cause to be paid unto the said S. G. her Executors, &c. the said Sum of ——— and all Interest due for the same on or before, &c. that then this Assignment to be void and of no Effect, otherwise to remain in full Force and Virtue. (*Short Covenants added; that the Assignor has done no Act whereby the Lease is or may become forfeited, or the Premises within mentioned incumbered; and that the Assignee shall peaceably enjoy, during the Residue of the Term to come, subject to the Proviso or Condition aforesaid, and by and under the said reserved Rents and Covenants within mentioned.*) (See Assignments of Leases for Lives). **In Witness,** &c.

Assignment of two Leases as a further Security for 800l. and Interest, before secured by several Deeds, also of Policies.

THIS Indenture, &c. Between M. B. of, &c. of the one Part, and J. N. of, &c. of the other Part. **Whereas, &c.** (*Recital of two Leases to J. N.*) **Now this Indenture witnesseth,** That for and in Consideration of the Sum of 800l. of, &c. to the said M. B. in Hand well and truly lent and paid by the said J. N. at, &c. before the Sealing and Delivery of these Presents, being the same Sum of 800l. mentioned to be the Consideration Monies of two several Indentures bearing even Date with these Presents, the one *Quadrupartite*, and made or mentioned to be made between, &c. (*The Parties with their Additions*) and the other of the said Indentures being *Tripartite*, and made, &c. (*The like*) the Receipt of which said Sum of 800l. he the said M. B. doth hereby acknowledge, and thereof, &c. **He** the said M. B. **hath** granted, bargained, sold, assigned, transferred and set over, and by these Presents **Doth, &c.** unto the said J. N. his Executors, &c. **The** said two Pieces or Parcels of Ground before mentioned to be respectively demised by the said Indentures of the 12th and 14th Days of, &c. and the said last before mentioned Piece of Ground before mentioned to have been purchased by the said M. B. of and from the said W. W. and the said two Messuages or Tenements, and all other Erections and Buildings upon the said before mentioned Pieces of Ground, either or any of them, or upon any Part of them, or of either or any of them, erected, built, standing or being, or to be erected or built, and every Part and Parcel thereof with their and every of their Appurtenances; **And** also all the Estate, &c. together with the said herein before in Part recited Indentures of Demise or Lease, respectively, bearing Date, &c. and all Indentures, Deeds and Writings whatsoever, whereby or by Means whereof the said M. B. or any Person or Persons in Trust for him, is or are possessed of, interested in, or intitled unto;

To have, &c. the said, &c. unto, &c. from henceforth for and during all the Rest, Residue and Remainder of the said several and respective Terms of 99 Years, yet to come and unexpired, in as full, ample and beneficial Manner, to all Intents and Purposes as he the said M. B. his Executors or Administrators, might or could have held and enjoyed the same Premises respectively, if these Presents had not been made. **Provided always, and upon this Condition nevertheless,** That if the said M. B. his Heirs, Executors or Administrators, or any of them, do and shall well and truly pay, &c. unto the said J. N. his, &c. at or in the now Dwelling-house of J. H. in, &c. the full and just Sum of 840l. of, &c. in Manner following, *viz.* the Sum of, &c. on, &c. without any Manner of Deduction, Defalcation or Abatement, for, by Reason or in Respect of any Parliamentary or other Taxes, Assessments or Impositions, or for, or in Respect of any other Cause, Matter or Thing whatsoever; that then and at any Time then after, upon the Request, and at the proper Costs and Charges in the Law of the said M. B. his Executors, Administrators or Assigns, shall and will transfer and assign the Premises by these Presents assigned, free and clear, and freely and clearly acquitted and discharged of and from all and all Manner of Charges and Incumbrances, had, made, committed, done or suffered by the said J. N. his Executors, Administrators or Assigns, or any of them, unto or in Trust for the said M. B. his Executors or Assigns. **And** the said M. B. for himself, &c. doth covenant, &c. that both the said Indentures of Demise or Lease granted as aforesaid, to the said J. N. for so much of the said respective Terms of 99 Years and 99 Years in them respectively, as are not effluxed or expired, are good, valid and effectual in the Law, and not in any Manner surrendered, forfeited, avoided or made avoidable: **And** also that the said M. B. now hath in himself good Right, &c. to grant, &c. **And** that the said J. N. his Executors, Administrators and Assigns, shall and may (from and after Default made in Payment of the said Sum of 840l. contrary to the Proviso or Condition herein before contained) for and during all the Rest and Residue which shall be then to come and unexpired of the said several and respective Terms of 99 Years, lawfully, peaceably and quietly have, hold, occupy,

occupy, possess and enjoy the said, &c. herein before assigned, &c. And that free, &c. And further, that the said M. B. his, &c. shall and will, after Default made in Payment of the Sum of 840*l.* contrary to the true Intent and Meaning of the Proviso or Condition therein before contained, upon the reasonable Request of the said J. N. his, &c. make, &c. (further Assurances). And it is hereby declared and agreed by and between the said Parties to these Presents, that the said M. B. his Executors, Administrators and Assigns, shall and may, until Failure shall be made of or in Payment of the said Sum of 840*l.* or some Part thereof, contrary to the true Intent and Meaning of the Proviso or Condition aforesaid, peaceably and quietly have, receive and take the Rents, Issues and Profits of the said Premises herein before assigned, or mentioned or intended so to be, to his and their own Use and Uses, without any Let, &c. of or by the said J. N. his Executors or Administrators; and it is declared by and between the said J. N. and M. B. that the said 840*l.* to be paid agreeable to the Proviso herein before contained, and the 840*l.* by the Indenture *Quadripartite* before mentioned, made payable according to a Proviso therein contained, are not different Sums, but one and the same Sum of 840*l.* and that on Payment of 840*l.* agreeable to the Proviso herein before contained, as well the Premises mortgaged, by the said Indenture *Quadripartite*, as the Premises hereby mortgaged shall be redeemed and discharged from all Demands by Virtue of each Mortgage or Assignment, or any of them: And whereas the said M. B. hath insured the Premises in the *Westminster* Insurance-Office for insuring Houses, Chambers, and all other Buildings from Loss by Fire within the Bills of Mortality, and other Places adjacent by two several Policies, one of them bearing Date the eighth Day of, &c. under the Hands and Seals of T. W. T. T. and J. W. three of the Directors of the Society and Contributionship, and N^o 4493. for the Sum of 300*l.* upon a Brick House, then (and now) in the Possession of the said M. B. and the other of the said Policies, bearing Date the 21st Day of June, &c. under the Hands and Seals of N. M. W. C. and T. A. three other of the said Directors, and N^o 4494. for the Sum of 300*l.* upon a Brick House in the Possession of Mr. S. for and during the Term of seven Years from the respective Dates of the said Policies, as by the said Policies, Reference to them being had, may appear: Now for the further and better securing of the Re-payment of the said Principal Sum of 800*l.* and the Interest thereof, he the said M. B. hath assigned, transferred and set over, and by these Presents doth assign, transfer and set over unto the said J. N. his Executors, Administrators and Assigns, both the said Policies of Insurance, and the Monies by them respectively insured, and which may become due and payable by the said Policies, or either of them, and all the Estate, Right, Title, Interest, Claim and Demand in and to the same, or either of them, in any wise howsoever; To have and to hold the same unto the said J. N. his Executors, Administrators and Assigns, to his and their own Use and Uses, subject to the Proviso herein before contained. In Witness, &c.

Free, &c.
that till Default the Assignor shall enjoy,

and that the Sums in the former and this Security are the same, &c.

Recital that the Premises are insured.

Assignment of the Policies.

Or an Assignment of the Policies may be inserted after Habendum, and before the Proviso for making void, &c. thus.

AND this Indenture further witnesseth, That for the Considerations aforesaid, the said A. hath and by these Presents doth assign, transfer and set over unto the said B. his Executors, Administrators and Assigns, all those three several Instruments or Policies of Insurance N^o — dated the — Day of — last, whereby the said Messuage or Tenements and Premises are insured from Loss by Fire, of the *Westminster* Insurance-Office, and all the Right, Interest, Property, Claim and Demand whatsoever of him the said A. of, in and to the said Policies, and all Monies, Benefit and Advantage whatsoever arising and to arise by the said Policies, any or either of them, and to grow due and be recoverable thereupon, or upon either of them, together with full Power and Authority for the said B. his Executors and Assigns, to receive and take the same accordingly: Provided always, and these Presents are upon this Condition nevertheless, that if the said A. &c. that then and from thenceforth (but not otherwise) this present Indenture, and every Covenant, Clause and Thing herein contained, shall cease, determine and be absolutely void and of none Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding. And, &c. Covenants.

An Assignment of two Leases as a Collateral Security for Payment of an Annuity of 30*l.* secured by a Bond of even Date.

THIS Indenture, &c. Between A. of the one Part, and B. of the other Part.

Whereas, &c. (Recital of the first Lease.) Whereas by one other Indenture of Lease, &c. And whereas by Virtue of several mesne Assignments and other good Assurances in Law, or otherwise, the herein before several recited Indentures of Lease, and the two Messuages As to the Premises being

now vested
in *A.*

As to the
Agreement of
the Annuity
to *B.* for Life.
As to Bond of
even Date for
Payment
thereof.

Agreement as
to the present
Assignment.

Consideration.

Demise and
Assignment.
Parcels.

Benefit of two
Policies.

Habendum.

Reddendum.

Declaration,

Messuages or Tenements thereby respectively demised, have been absolutely assigned unto, and the same are now legally vested in him the said *A.* for all the Residue of the several Terms of Years thereby respectively granted, which are now therein to come and unexpired: **And whereas** the said *A.* (in Consideration of the Sum of 300*l.* to be to him now paid by the said *B.*) hath agreed to give, grant and pay to him the said *B.* and his Assigns, during his natural Life, one Annuity or yearly Sum of 30*l.* clear of all Taxes and Deductions whatsoever: **And whereas**, for securing the Payment of the said Annuity to the said *B.* he the said *A.* by his Bond or Obligation, bearing even Date herewith, and executed immediately before these Presents, is and stands bound unto the said *B.* his Executors, Administrators and Assigns, in the Penal Sum of 600*l.* with Condition thereunder written, (*reciting as therein is recited*) that if the said *A.* his Heirs, Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid unto the said *B.* and his Assigns, during his Life, the said Annuity or yearly Sum of 30*l.* clear of all Taxes, Charges and Deductions whatsoever, on the two Feast-Days, and in Manner as therein and herein after mentioned, then the said Bond to be void, as in and by the said Bond, &c. **And whereas**, previous to the Granting the said Annuity, and before the executing of these Presents, he the said *A.* proposed and agreed to assign the Messuages or Tenements and Premises so assigned to and now vested in him as aforesaid, together with the improved Rents thereof, as and for a further and better Security for Payment to him of the same Annuity, in such Manner as herein after is for that Purpose mentioned and expressed: **Now this Indenture witnesseth**, That in Pursuance and Performance of the last recited Agreement, and for and in Consideration of the said Sum of 300*l.* of, &c. to the said *A.* in Hand well and truly paid by the said *B.* at or before, &c. (in full for the absolute Purchase of such Annuity so granted and paid, payable to him the said *B.* by the said Bond as aforesaid) the Receipt of, &c. and to the End and Intent for better securing Payment of the said Annuity of 30*l.* unto the said *B.* and his Assigns, during his Life, in such Manner as herein after mentioned, and for divers other good Causes, &c. he the said *A.* hath and by these Presents **Doth** demise, grant, bargain, sell, assign, transfer and set over unto the said *B.* **All** that the before mentioned corner Messuage, &c. situate, &c. with its Appurtenances, as the same is now in the Occupation of, &c. and also all that other Messuage, &c. and also all and singular other the Messuages or Tenements and Premises, which in and by the said several in Part recited Indentures of Lease were thereby respectively demised, or which by the said several mesne Assignments thereof, or any of them, were thereby assigned to him the said *A.* with their and every of their Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Possession, Benefit of Renewal, Rents, Profits, Property, Claim and Demand whatsoever, either at Law or in Equity, of him the said *A.* or of any Person or Persons in Trust for him, of, in or to the said hereby assigned Messuages or Tenements and Premises, by Virtue of the said several recited Indentures of Lease and mesne Assignments thereof, any or either of them, or otherwise howsoever, together with the said two Indentures of Lease, mesne Assignments thereon, and all and every other the Deed, Evidences, &c. together also with all Benefit and Advantage whatsoever, to arise or be had or made by Virtue of two certain Instruments or Policies of Assurance of them, dated — (Numbered —) made to one — and — and since by her assigned to the said *A.* and insured on the first recited leased Messuage in a certain Fire-Office, called the Amicable Contributionship, or the Hand in Hand Office, whereby the Sum of — is insured to be paid, in Case the same Messuage shall be burnt or damaged by Fire, in such Manner as therein mentioned; and the other of the said Policies is dated — Numbered — made to one *R. H.* and since also assigned to the said *A.* and insured on the other recited leased Messuages in the same Fire-Office, whereby the Sum of 150*l.* is secured to be paid, in case the same Messuage shall be burnt or damaged by Fire, in such Manner as therein also mentioned; **To have and to hold** the said Messuages, &c. and all and singular other the Premises herein before mentioned and intended to be hereby demised and assigned, with their and every of their Appurtenances, unto the said *B.* and his Assigns, from the Feast-Day of — now last past before the Date hereof, for and during all the Rest, Residue and Remainder of the said several Terms of — Years and — Years, by the said several recited Indentures of Lease respectively demised, and which are therein now to come and unexpired (other than and except unto the said *A.* his Executors and Assigns, the five last Days of each of the said Terms) and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as he the said *A.* could or might have had, held or enjoyed the same, in case these Presents had not been made, and fully to be compleat and ended, if he the said *B.* shall so long live, and the same Terms shall so long subsist; **Yielding and paying** therefore yearly, during the Continuance of this Demise, unto the said *A.* his Executors, Administrators or Assigns, the yearly Rent of one Pepper-Corn only on *Christmas-Day* yearly, if the same shall be lawfully demanded. **And it is hereby mutually covenanted, agreed and declared**, by and between the Parties here-

unto,

unto, for themselves and for their respective Executors and Administrators, and the true Intent and Meaning of them and of these Presents is and are, that the Demise and Assignment hereby made of the said Messuages or Tenements and Premises, unto him the said G. B. and his Assigns, was and is to him and them so made for the Ends, Intents and Purposes, and subject to the Proviso and Agreement herein after mentioned, expressed and declared of and concerning the same, (that is to say) In the first Place for the better securing Payment of the said Annuity or yearly Sum of 30*l.* according to the true Intent and Meaning of the Condition of the said Bond, bearing even Date herewith; and for which End, Intent and Purpose, **It is hereby further agreed,** That it shall and may be lawful, to and for the said G. B. and his Assigns, during his Life, to levy and yearly to take, receive and enjoy out of the Rents, Issues and Profits of the said hereby assigned Messuages or Tenements and Premises, the said Annuity or yearly Sum of 30*l.* without any Deduction or Abatement whatsoever, either for Taxes Parliamentary, or any other Impositions, Charges or Deductions whatsoever; the same to be paid and payable upon the two most usual half-yearly Feasts or Days of Payment following, (that is to say) *Michaelmas-Day* and *Lady Day*, by two even and equal Proportions, or within 15 Days next after each of the said Feast-Days; the first of which half-yearly Payments to begin and be made, at or within 15 Days next after *Michaelmas-Day* now next ensuing the Date hereof; and to this further End, Intent and Purpose, **And** the said D. H. for himself, his Executors, Administrators and Assigns, doth hereby grant and agree, to and with the said G. B. and his Assigns, that in case and whenever, and as often as the said Annuity or yearly Sum of 30*l.* or any Part thereof, shall at any Time be behind, &c. (*Clause of Entry, &c.* See *Tit. Grants.*) **And further,** in case Failure shall be made in Payment of the said Annuity, at any Time during the Time aforesaid, or in case the said Messuage or Tenement at any Time during the Life of the said E. K. shall happen to be uninhabited and not tenanted by the Space of — then and as often, and in either of the said Cases, it shall and may be lawful, to and for the said W. H. and E. G. their Executors or Assigns, to make one or more Mortgage or Mortgages of the said Messuage and Premises, and thereby raise so much Monies as shall be sufficient to pay off and discharge all Arrears of the said Annuity, and also all Costs, Charges, Damages and Expences, to be from Time to Time occasioned by such Non-payment thereof; **And** the said D. H. doth hereby put the said G. B. and his Assigns, during his Life, in full Possession and Seisin of the said Annuity or yearly Sum of 30*l.* by the Delivery of one Piece of Silver of 6*d.* to him the said G. B. in the Name of Seisin of the same Annuity; **And** to the Intent for better securing Payment of the same Annuity, he the said D. H. doth hereby direct the present, and all future Tenants of the said hereby assigned Premises, to pay to the said G. B. and his Assigns during his Life, so much of their respective yearly Rents of the said Premises, when and as the same shall become payable, as shall be sufficient to pay and satisfy to him and them the said Annuity or yearly Sum of 30*l.* together with all Costs and Charges, which shall or may happen touching the Non-payment thereof in Manner aforesaid; and that the Receipts of him the said G. B. and his Assigns, for all such Rents to be to him so paid, shall be as good and sufficient Discharges to the said Tenants, as if the same had been actually paid to him the said D. H. his Executors or Assigns: **Provided always,** and upon this Condition nevertheless, that if the said D. H. his Heirs, Executors, Administrators or Assigns, or any of them, shall and do well and truly pay, or cause to be paid unto the said G. B. and his Assigns, during his Life, the said Rent or yearly Sum of 30*l.* on the two Feast-days herein before mentioned and appointed for Payment thereof, or within 15 Days next after every such Feast-day, without any such Deduction or Abatement as aforesaid, according to the true Intent and Meaning of the said Bond, and of these Presents; and also upon the Death of the said G. B. (all Arrears of the same Annuity, and all Costs and Charges touching the same, being first paid) that then the Demise and Assignment hereby made, and every Article and Thing herein contained, shall from thenceforth cease, determine and be utterly void and of no Effect, and that then also the said Bond of even Date herewith, shall be delivered up to be cancelled; any Thing herein to the contrary thereof notwithstanding. **And** the said D. H. for himself, &c. doth covenant, &c. to and with, &c. in Manner, &c. that he the said D. H. his Heirs, Executors, Administrators or Assigns, shall and will from Time to Time, and at all Times during the natural Life of the said G. B. well and truly pay, or, &c. unto the said G. B. or his Assigns, the said Annuity or yearly Sum of 30*l.* of such lawful Money as aforesaid, upon the said two Feast-days herein before mentioned and appointed for the Payment thereof, or within 15 Days next after any or every such Feast-days, and that without any such Deduction or Abatement as aforesaid, according to the true Intent and Meaning of the said Bond and of these Presents; **And also** that he the said D. H. his, &c. shall and will from Time to Time, and at all Times during the Life of the said G. B. pay and discharge as well the before mentioned Ground Rents of 7*l.* and 4*l.* 10*s.* so reserved and payable for the said Messuages and Premises

for better securing the Annuity. Annuitant to receive Annuity out of Rents, &c.

In case of Non payment, or the Premises be untenanted, a Mortgage to be made to raise the Money.

Livery of Seisin.

Direction to the Tenant.

Mr. H. covenants, viz. to pay the Annuity.

To pay Ground-Rents and Taxes, &c.

To keep insured Premises.

Covenant to enter in case of Default, and to enjoy, &c. till Arrears paid.

misses as aforesaid, as also all Taxes and other Duties touching the same, and shall and will save, keep harmless and indemnified the said G. B. and his Assigns, of and from the same; **And further also**, that he the said D. H. his, &c. at his and their own proper Costs and Charges, shall and will from Time to Time, and at all Times during the Life of the said G. B. keep insured the said hereby assigned Messuages or Tenements and Premises from all Fire and Damage happening thereby, either in the Hand and Hand Office, or else in some other good and publick Fire-office for that Purpose; and in case the same Premises, or any Part thereof, shall happen to be burnt down, blown up or damaged by any Fire, during the Life of the said G. B. that then and in such case, he the said D. H. his Executors, Administrators, and Assigns, shall and will forthwith lay out all such Monies insured, or to be insured on the said Premises in the new Building, and making good all Damages so happening thereto by any such Fire as aforesaid. **And further, &c.** (*done no Aet to incumber; that the Leases are good, &c. good Right to assign*); **And** that it shall and may be lawful, to and for the said G. B. and his Assigns, during his Life, from and immediately after any Default or Breach in Payment of the said Annuity of 30 l. per Annum, contrary to the true Meaning of the said Bond and of these Presents, to enter upon the said hereby assigned Messuages or Tenements and Premises, and to receive and take the Rents, Issues and Profits thereof, to his and their own Use and Benefit, for and during, and until such Time as he and they shall be fully paid all Arrears of the said Annuity, and all Costs and Charges touching the same, in Manner as aforesaid; and that without any Let, &c. (*free from Incumbrance*). **And moreover** (*further Assurance*).

Assignment from the Executrix of a surviving Trustee in a Settlement of the Residue of a Term of 500 Years thereby created, for raising Portions and Maintenances for younger Children, (the Residue of which Portions are now paid to them by a Mortgagee) to a Trustee for a Mortgagee in Fee, &c. as a Collateral Security.

Recitals, viz. The Settlement after Marriage.

Note; R. died before 21.

As to another Son being born since a Settlement made, and what Younger Children living.

THIS Indenture Quadripartite, made, &c. **Between** F. B. of, &c. T. B. of, &c. and M. B. of, &c. (which said F. B. T. B. and M. B. are the three Younger Children of J. B. the Elder, late of, &c. deceased) of the first Part, E. G. Widow and Executrix of T. G. late of, &c. Yeoman, deceased, (the surviving Trustee named in the Indenture of Settlement herein after mentioned) of the second Part, J. B. of, &c. (Elder Son and Heir of the said J. B. deceased) of the third Part, and R. B. of, &c. and Sir W. H. of, &c. Bart. of the fourth Part. **Whereas** by Indentures of Lease and Release, bearing Date respectively, &c. and made or mentioned to be made between the said J. B. deceased, and H. his Wife, also deceased, of the one Part, and S. H. T. L. and T. G. of the other Part, in Consideration of a Marriage thentofore had between the said J. B. deceased, and the said H. his Wife, and of the Marriage Portion of the said H. **All** that Messuage, &c. are limited from and after the Decease of the said J. B. deceased, to the Use of the said S. H. T. L. and T. G. their Executors, Administrators and Assigns, for the Term of 500 Years, upon the Trusts therein and herein after mentioned, with Remainder to the Use of the said J. B. Party to these Presents, and the Heirs of his Body, with divers Remainders over; and as for the said Term of 500 Years, the same (subject in the first Place to the Raising and Payment of the yearly Sum of 20 l. unto the said H. B. during her Life for her Jointure, in Case she should survive the said J. B. the Elder, and which by the decease of the said H. is since determined) is declared to be upon Trust out of the Rents, Issues and Profits of the said Premises, or by Sale, Demise or Mortgage thereof, or any Part thereof, to levy and raise Portions for the Daughters and Younger Sons of the said J. B. the Elder, on the Body of the said H. begotton, in such Manner as therein and herein after mentioned, viz. If they should have no more Issue than the said J. B. Party to these Presents (their Eldest Son) and T. R. R. H. and M. B. the Younger Sons and Daughters of the said J. B. the Elder and H. his Wife, then the said Trustees should raise 200 l. a-piece for the said T. R. H. and M. B. and in Case the said J. B. the Elder and H. his Wife should have Issue between them five or more Children besides their Son and Heir, then the Sum of 800 l. to be raised for their Portions, to be equally divided amongst them, and to be paid at their respective Ages of 21 Years, as by the same Indentures of Lease and Release may more fully appear: **And whereas** since the Date of the said recited Indenture of Lease and Release, the said J. B. the Elder had Issue by his Wife the said H. the said other Son, viz. the said F. B. but the said R. B. and H. B. two other Younger Children of the said J. B. by the said H. his Wife, are both since dead under the Age of 21 Years: **And whereas** the said J. B. the Elder and H. his Wife are both since dead, leaving Issue the said J. B. Party hereto, their Eldest Son and Heir, and the said T. B. F. B.

F. B. and M. B. their Younger Children: **And whereas** the said T. G. survived the said S. H. and T. L. and the said T. G. is since dead, having in his Life-time made his last Will and Testament in Writing, and thereof appointed the said E. G. his Executrix, who since his Death proved the said Will in common Form: **And whereas** the said T. B. F. B. and M. B. have all attained the Age of 21 Years, and have respectively received great Part of their said Portions provided for them by the Trusts of the said Term of 500 Years, and there is now remaining due to them only the several Sums following, *viz.* To the said T. B. the Sum of 100*l.* to the said F. B. the Sum of 100*l.* and to the said M. B. the Sum of 200*l.* **And whereas** by Indenture *Quadripartite*, bearing even Date herewith, and made or mentioned to be made between the said J. B. Party, *&c.* and E. his Wife, of the first Part, T. G. of the second Part, T. G. of the third Part, and the said R. B. of the fourth Part; *Thereby reciting*, that the said J. B. Party, and E. his Wife, *Did in Michaelmas Term* now last past levy a Fine of the said Premises unto the said T. G. and his Heirs; and that a common Recovery was suffered of the same Premises in the same Term, whereon the said T. J. was Demandant, the said T. G. Tenant, and the said J. B. Party, and E. his Wife, Vouchees, who vouched the common Vouchee, in Consideration of 1000*l.* therein mentioned to be paid by the said R. B. unto the said J. B. Party; *It is by the same Indenture agreed and declared*, that the said Fine and Recovery so levied and suffered of the said Premises as aforesaid, and also all and every other Fine, *&c.* suffered and executed of the said Premises, or any Part thereof, shall be and enure to the Use of the said R. B. his Heirs and Assigns; *Redeemable nevertheless* upon Payment of the Sum of 1000*l.* of, *&c.* with lawful Interest for the same after the Rate of 4*l.* 10*s.* per Cent. per Ann. by the said J. B. Party, his Heirs, Executors, Administrators or Assigns, unto the said R. B. his Executors, Administrators or Assigns, on the ——— Day of ——— then and now next ensuing the Day of the Date hereof, as by the same Indenture of even Date herewith, and the said Fine and Recovery, may appear: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 100*l.* of, *&c.* by the said R. B. (by the Direction of the said J. B. Party, *&c.* testified, *&c.*) in Hand now paid unto the said T. B. in full Discharge and Satisfaction of all Portions or Sums of Money due and owing unto the said T. B. by Virtue of the said Term of 500 Years, and the Trusts thereof, or otherwise affecting the said Premises, or any Part thereof; **And also** for and in Consideration of the Sum of 100*l.* of like Money by the said R. B. (by the like Direction of the said J. B. Party hereto, testified as aforesaid) in Hand now paid unto the said F. B. by Virtue of the said Term of 500 Years, and the Trusts thereof, or otherwise affecting the said Premises, or any Part thereof; **And also** for and in Consideration of the Sum of 200*l.* *&c.* (which said several Sums of 100*l.* 100*l.* and 200*l.* so paid by the said R. B. unto the said J. B. F. B. and M. B. as aforesaid, are Part of and included in the said Sum of 1000*l.* being the Consideration Money mentioned in the said Indenture of even Date herewith) the Receipt of which said several Sums of 100*l.* 100*l.* and 200*l.* the said J. B. F. B. and M. B. do hereby respectively acknowledge, and thereof acquit, release and discharge the said R. B. and J. B. Party hereto, and each of them, their and each of their Heirs, Executors, Administrators and Assigns, and every of them for ever, by these Presents; **And also** for and in Consideration of the Sum of 5*s.* of like Money by the said Sir W. H. now paid unto the said E. G. the Receipt whereof is hereby acknowledged, **She** the said E. G. (at the Request, and by the Direction of said T. B. F. B. and M. B. and also of the said J. B. Party, *&c.*) and the said T. B. F. B. and M. B. at the Nomination of the said R. B. respectively as aforesaid, **Have**, and each and every of them **Have** bargained, sold, assigned, transferred and set over, and by these Presents do, and each and every of them **Doth** bargain, sell, assign, transfer and set over unto the said Sir W. H. his Executors, Administrators and Assigns, **All** and singular the said Messuages, *&c.* comprised in the said Term of 500 Years, with their, *&c.* and all the Estate, *&c.* of them the said E. G. T. B. F. B. and M. B. and every of them, of, in, to or out of the same Premises, and every or any Part or Parcel thereof; **To have** and to hold the said Messuages or Tenements, Lands, Hereditaments and Premises, with their Appurtenances, unto the said Sir W. H. his Executors, Administrators and Assigns from henceforth, for and during all the Rest and Residue of the said Term of 500 Years yet to come and unexpired; **In Trust nevertheless** for the said R. B. his Executors, Administrators and Assigns, for the further and better securing the Payment of the said Sum of 1000*l.* and Interest, according to the true Intent and Meaning of the said recited Indenture *Quadripartite* of even Date herewith, and the Proviso therein contained. **Provided always nevertheless**, that if the said J. B. (Party hereto) his Heirs, *&c.* do and shall well and truly pay, *&c.* to the said R. B. his, *&c.* the said Sum of 1000*l.* and the Interest thereof, after the Rate aforesaid, at the Time and in the Manner mentioned and expressed for the Payment thereof, in and by the said Indenture *Quadripartite* of even Date herewith; then the said R. B. his Heirs, Executors, Administrators or Assigns, shall and will, at the Request, Costs and Charges of the said J. B. Party, *&c.* his, *&c.* procure the said Sir

As to their Father and Mother's Death.

As to Death of surviving Trustee and his Executrix.

As to Younger Children now living, and what due.

As to the Mortgage of even Date.

Reciting a Fine and Recovery.

Consideration paid, *viz.* to T. B. 100*l.* in full Discharge, *&c.*

The like to F. B. *&c.*

The like to M. B. *&c.*

Proviso.

W. H.

W. H. his, &c. to assign or surrender the said Term of 500 Years, and the Premises comprised therein, unto the said *J. B.* Party, his Heirs or Assigns, or such Person or Persons as he or they shall direct or appoint, free from all Incumbrances done, committed or suffered by the said *Sir W. H.* his Executors, Administrators or Assigns: And, &c. doth hereby covenant, promise and agree, to and with the said *Sir W. H.* his Executors, Administrators and Assigns, that she the said *E. G.* hath not done or committed any Act, Matter or Thing whatsoever, whereby or by Means whereof the said Premises, or any Part thereof, is, are or hereafter shall or may be any ways charged, impeached or incumbered in Title, Charge, Estate, or otherwise howsoever. (*The like separate Covenants from T. B. F. B. and M. B.*) In Witness, &c.

I approve of this Draught,
April 5, 1731. *Gilbert Horseman.*

Assignment of the Residue of a Term by Indorsement on a cancelled Mortgage as a further Security to protect a Mortgage in Fee, &c.

By Indorsement.

T*D* all Persons to whom these Presents shall come, *E. H.* of, &c. (Widow, Relict and sole Executrix of the last Will and Testament of the within named *H.* her late Husband, deceased) sendeth Greeting. **Whereas** the within named *A.* and *B.* made Default in Payment of the within mentioned Principal Sum of — and Interest, secured by the within written Indenture of Mortgage to the said *H.* whereby and by Reason of the Non-payment thereof the Estate and Interest of him the said *H.* of and in the within granted and demised Messuage, &c. became absolute in Law for the Residue of the within granted Term of 1000 Years: **And whereas** the said *A.* some Time since departed this Life, having first by good and sufficient Conveyances and Assurances in Law granted and conveyed the said Mortgage, Messuage, &c. and all his Estate, Right, Title, Interest, Equity of Redemption, Claim and Demand whatsoever, of, in and to the same Premises, unto and to the Use of the said *B.* his Heirs and Assigns for ever; *Subject nevertheless* to the Payment of all Principal and Interest Monies so secured thereon as aforesaid: **And whereas** after such Conveyance made of the said Messuages and Premises unto the said *B.* he the said *B.* did actually pay unto the said *H.* the said Principal Sum of — and all Interest due for the same, in full Discharge of the said Mortgage, as appears by the delivering up the within written Indentures, and the cancelling thereof: **And whereas** the said *H.* is since dead, having first made and duly published his last Will and Testament in Writing, and appointed her the said *E. H.* Executrix thereof; and there having been no Assignment made by the said *H.* in his Life-time of the said Term of 1000 Years, and the said mortgaged Premises comprised therein, in Trust for the said *B.* and his Heirs, the now Residue of the same Term and Premises comprised therein, and so vested in the said *H.* as aforesaid, is now by Virtue of his said Will become vested in the said *E. H.* as Executrix thereof, in Trust nevertheless for the said *B.* his Heirs and Assigns: **And whereas** by Indentures of Lease and Release, the Lease bearing Date the Day next before, and the Release bearing even Date with this present Indorsement, and made or mentioned to be made between the said *B.* of the one Part, and *J. D.* of, &c. of the other Part, in Consideration of the Sum of 600*l.* in the said Indenture of Release mentioned to be, and which has been duly paid to the said *B.* by the said *J. D.* he the said *B.* hath granted, &c. unto and to the Use of the said *J. D.* his Heirs and Assigns, (*inter alia*) the said Messuage, &c. subject nevertheless to a Proviso in the said Indenture of Release contained for making void thereof, on Payment by the said *B.* his Heirs, &c. unto the said *J. D.* his Executors, &c. of the said Sum of 600*l.* and Interest, on the several Days and in Manner as therein mentioned, as in and by, &c. **And whereas** previous to and before the Lending of the said Sum of 600*l.* by the said *J. D.* to the said *B.* it was by Counsel advised, and is hereby agreed, that the Residue of the said Term of 1000 Years, and the said mortgaged Premises comprised therein, and which are now vested in the said *E. H.* as aforesaid, should be by her assigned to *F.* of, &c. in Trust in the first Place for the said *J. D.* his Heirs, Executors and Assigns, as a further Security for Payment to him and them of the said Sum of 600*l.* and Interest; and from and after Payment thereof, and subject thereunto, then in Trust for the said *B.* his Heirs and Assigns, to the Intent to protect the Inheritance of the same Premises from and against all mesne Incumbrances, in such Manner as herein after is in that Behalf mentioned and expressed: **Now know ye, and these indorsed Presents witness,** that in Pursuance of the said recited Agreement, and in Consideration of the said Sum of — and Interest so paid by the said *B.* to the said *H.* in Dis-

Discharge of the said recited Mortgage as aforesaid, the Receipt whereof is by her hereby acknowledged, and also in Consideration of the said Sum of 600 *l.* so now lent and paid by the said *J. D.* to the said *B.* as aforesaid, and for the further and better securing Payment of the same Sum and the Interest thereof, and also for and in Consideration of the Sum of 5 *s.* of, &c. to the said *E. H.* now paid by the said *F.* the Receipt, &c. and for divers other good Causes, &c. **She** the said *E. H.* (at the Request, and by the Direction and Appointment of the said *B.* and at the Nomination of the said *J. D.* testified respectively by their Signing and Executing of these Presents) **And also** the said *B.* **Have**, and each of them **Path** assigned, transferred and set over, and by, &c. unto the said *F.* his Executors, &c. **The** said within mentioned Messuage, &c. **And** the Reversion, &c. **And** all the Estate, &c. **To** have, &c. to the said *F.* his Executors, &c. **In Trust nevertheless** in the first Place for the said *J. D.* his Heirs, Executors and Assigns, subject nevertheless to the aforesaid Proviso contained in the said Indenture of Release bearing even Date herewith, for the making void thereof on Payment of the said Sum of 600 *l.* and Interest; and from and after Payment thereof, and subject thereunto, then in Trust, and to and for the only Benefit of the said *B.* his Heirs and Assigns, and to be assigned and disposed of as he or they shall at any Time in that Behalf direct or appoint; and in the mean Time to attend, wait upon and go along with the Reversion, Freehold and Inheritance of the said Premises.

An Assignment of Leasehold Premises as a further Security for Money recovered by Bail against the Assignor by a Judgment on a Bond of Indemnity, the Bail being damaged.

THIS Indenture, made, &c. **Between** *F. R.* of, &c. (Daughter of *B. R.* of, &c.) **Recital as to a**
of the one Part, and *W. L.* of, &c. of the other Part. **Whereas** Sir *W. C.* of, &c. **Chattel Lease**
Bart. by his Indenture of Lease bearing Date on or about the 14th of, &c. in Consideration **for 99 Years,**
of — therein mentioned to be to him paid by *J. W.* of, &c. did demise, lease, grant, **if three Lives**
limic and appoint unto the said *J. W.* &c. **All** that, &c. (Except as therein is excepted) **To** **so long live,**
hold the said Premises (except as aforesaid) unto the said *J. W.* his Executors, &c. from, &c.
for and during the full and whole Term of 99 Years, fully to be compleat and ended, if *J. W.*
Son of *J. W.* &c. *A. B.* and *C.* or any or either of them should so long live, **At** the yearly
Rent of — payable Quarterly, and under divers Covenants and Agreements in the said re-
cited Lease reserved and contained, on the Lessee's Part to be paid and performed in such
Manner as therein mentioned: **And whereas** by Indenture of Trust or Defeasance, bearing **Deed of Trust**
Date on or about the 15th of, &c. and made between the said *F. R.* and *B. R.* of the one **or Defeasance,**
Part, and the said *J. W.* (the Father) of the other Part, (reciting therein the herein before **(reciting the**
recited Lease) and further reciting, that the said *J. W.* (Party thereto) had before the Grant- **Lease and A-**
ing the said Lease contracted and agreed with the said *F. R.* for the Purchase of an Annuity **greement for**
of 30 *l.* clear of all Rates, &c. by and out of said Messuage, &c. payable Quarterly, from, **the Purchase**
&c. then last past, for and during so many Years of the said Term of 99 Years as the said **of an Annuity**
J. W. the Son should live, for the Sum of — payable as therein and herein after men- **of 30 *l.*)**
tioned; and that the aforesaid Lease was granted to the said *J. W.* the Father, (by the Di- **whereby said**
rection and Consent of the said *F. R.* for the better securing the effectual Payment of the said **Annuity is to**
Annuity of 30 *l.* clear of all Rates and Taxes as aforesaid) **It is witnessed,** that in Considera- **be paid, &c.**
tion of the Sum of 200 *l.* therein paid to the said *F. B.* by the said *J. W.* the Father, which
Sum, together with the therein before mentioned Sum of 95 *l.* paid by the said *J. W.* to the
said Sir *W. C.* as the Consideration for granting of the said Lease, (making together the said
Sum of —) is therein mentioned to be in full for the Purchase of the said Annuity: And it is
by the same Indenture concluded, granted, signified, declared and agreed upon by and between
the said *J. W.* and *F. B.* that the aforesaid Lease was so granted to and taken by the said
J. W. his Executors and Assigns, in Trust, and to the Intents and Purposes therein and
herein after expressed, and to and for no other Trust, Intent or Purpose whatsoever, *viz.* **In**
Trust, and to the Intent and Purpose that the said *J. W.* his Executors and Assigns, should in
the first Place raise and levy out of the Rents, Issues and Profits of the said leased Premises,
to and for his and their own Use and Benefit, one Annuity, &c. to be paid to him and them
Quarterly from, &c. for and during so many Years of the said Term of 99 Years as he the
said *J. W.* the Son should happen to live; the first Payment thereof to begin and be made
on — then next ensuing, free and clear of and from all Rates, Taxes, Reparations, and
all other Out-goings and Payments whatsoever for or on Account of the same Premises;
and from and after Raising and Paying of the said Annuity in Manner as aforesaid, and sub-
ject thereunto, then **In Trust** to pay to, or permit and suffer her the said *F. R.* her Executors
and Assigns, to receive and take all the clear Surplus of the Rents, Issues and Profits of the
said

said Premises, to her and their own Use and Benefit, for and during so many Years of the said Term as he the said *J. W.* the Son should happen to live; and from and after the Decease of the same *J. W.* in Case he should happen to die during the said Term of 99 Years, then *In Trust* that he the said *J. W.* Party thereto, his Executors, Administrators and Assigns, should convey and assign all the then Residue of the said Term of 99 Years unto the said *F. B.* her Executors, Administrators and Assigns, to and for her and their own Use and Benefit; any Thing in the said Indentures contained to the contrary thereof in any wise notwithstanding, as in and by the several in Part recited Indentures, Relation, &c. **And whereas** the said Messuage, &c. are now let to *S. S.* of, &c. for a certain Term of Years, at and under the yearly Rent of 55 *s.* or thereabouts: **And whereas** the said *W. L.* at the special Instance and Request of the said *B. R.* and of ——— his Son, became Bail for the said *B. R.* at the Suit of *R.* in an Action of Debt for the Sum of 200 *l.* or some such Sum, in his Majesty's Court of *K. B.* at *W.* in which Action the said *R.* obtained Judgment against the said *B. R.* and the said *B. R.* not satisfying the said Judgment, nor surrendering in Discharge of his Bail, by Means whereof the said *W. L.* as Bail for the said *B. R.* in the said Action, was compelled to pay, and did on or about ——— actually and *bona fide* advance and pay to the said *R.* the full Sum of ——— being what remained due on the said Judgment: **And whereas** the said *B. R.* on ——— was justly indebted to the said *W. L.* in the full Sum of ——— and for securing Payment thereof he the said *B. R.* and the said *C.* his Son, by their Bond or Obligation bearing Date on or about ——— became bound to the said *W. L.* in the penal Sum of 200 *l.* with a Condition thereunder written for indemnifying the said *W. L.* for and upon Account of his becoming Bail for the said *B. R.* **And whereas** the said *W. L.* being damaged as aforesaid, did on or about the ——— cause the said *C.* to be arrested in an Action brought against him by the said *W. L.* for the Penalty of the said Bond; and thereupon the said *C.* and the said *F. R.* his Sister agreed to confess a Judgment to the said *W. L.* for the Sum of 200 *l.* besides Costs of Suit, for and as a Security for securing to the said *W. L.* the Payment of the said 67 *l.* by him paid or secured to be paid to the said *R.* as aforesaid, and also the said Sum of ——— (the Debt) with Interest thereof, due from the said *B. R.* to the said *W. L.* as aforesaid, as also the Costs of Suit in the said Action against the said *C.* with Interest; and they the said *C.* and *F. R.* on or about ——— duly executed a Warrant of Attorney to confess such Judgment, and the said *C.* was thereon discharged of the said Action: **And whereas** a Judgment was accordingly obtained and entred up against them the said *C.* and *F. R.* at the Suit of the said *W. L.* for the said Sum of 200 *l.* besides Costs of Suit, in his Majesty's Court of *K. B.* at *W.* as of *H.* Term now last past, as by the Record thereof, Relation being thereto had, may more fully appear: **And whereas** on the Date hereof there is justly and *bona fide* due and owing to the said *W. L.* on the said Judgment, for Principal Money, Interest and Costs, in the Whole the full Sum of 119 *l.* **Now this Indenture witnesseth**, that for the further and better securing the Payment of the said Sum of 119 *l.* and Interest unto the said *W. L.* his Executors, &c. and for 5 *s.* paid to *F. R.* by said *W. L.* she the said *F. R.* grants, bargains and sells to the said *W. L.* his Executors, &c. **All** that the said herein before mentioned Messuage or Tenement, Lands, Hereditaments, and all and singular other the Premises which in and by the said recited Indenture of Lease were demised, or meant or intended to be demised to the said *J. W.* in Manner as aforesaid, *cum pertinen'*, and the Reversion, &c. and all the Estate, Right, Title, Interest, Use, Trust, Property, Term and Terms of Years, Claim and Demand whatsoever, either at Law or in Equity, of her the said *F. R.* or of any Person or Persons in Trust for her, or to or for her Use or Benefit of, in, to or out of the said hereby assigned Premises, or any Part or Parcel thereof, by Virtue of the said recited Indentures, or either of them, together with the said Indenture of Lease, and the said Indenture of Trust or Deceasance; **To hold** the said Messuage, &c. and all and singular other the hereby assigned, or meant or intended to be hereby assigned Premises, *cum pertinen'*, unto the said *W. L.* his Executors, &c. from henceforth, for and during all the Rest and Residue of the said Term of 99 Years, now to come and unexpired, if they the said *J. W.* the Son, *B.* and *C.* or any or either of them, shall so long live, and that in as full, large, ample and beneficial Manner, as she the said *F. B.* would or might have held, received or enjoyed the same, in Case these Presents had not been made; **Subject nevertheless** in the first Place to the Payment of the said yearly Rent of 18 *s.* and to the Covenants and Agreements in the said recited Lease reserved and contained, and which from henceforth on the Lessee's Part are to be paid and performed; and also subject to the Payment of the said Annuity of 30 *l.* *per Ann.* clear of all Taxes and Deductions whatsoever, unto the said *J. W.* the Father, and his Assigns, during the natural Life of the said *J. W.* the Son, in Manner as aforesaid, and subject to the Proviso herein after mentioned touching the Redemption of the said Premises: And for the more effectual securing Payment of the said Sum of 119 *l.* and the Interest thereof, unto the said *W. L.* his Executors, &c.

As to Premises being let.

As to L. becoming Bail.

As to a Debt due from B. R. to L.

As to a Warrant of Attorney given, and a Judgment obtained thereon by L.

As to what due to L. for Principal, Interest and Costs.

Consideration.

Assignment.

Habendum.

Subject, &c.

Direction.

the said *F. R.* doth hereby direct and appoint the said *J. W.* the Father, his Executors, &c. (after deducting out of the said yearly Rent of 55 *l.* the said Annuity of 30 *s.* to payable to him in Manner as aforesaid, and all Taxes and Charges touching the same; and also of the said yearly Rent of 18 *s.* so reserved to the Lessor of the Premises as aforesaid) to pay all the Surplus of the said yearly Rent of 55 *l.* and all and every other Rent and Rents due or to grow due for the said Premises, or any Part or Parts thereof, unto the said *W. L.* his Executors, &c. from henceforth, for and during and until such Time only as the said Principal Sum of 119 *l.* together with legal Interest for the same, and all Costs and Charges touching the Recovering and Receiving thereof, shall be to him and them fully paid and satisfied; and that the Receipts of him the said *W. L.* his Executors, &c. during the Time aforesaid, for all such surplus Rent or other Rent, shall be as good, effectual and sufficient Discharges to the said *J. W.* and to all other Persons who are or shall be liable to pay the same. **Provided always**, and it is hereby agreed and declared by and between the Parties hereto, and the true Intent and Meaning of them, and of these Presents is, that if the said *F. R.* her Executors, &c. shall and do well and truly pay or cause to be paid unto the said *W. L.* his Executors, &c. the said Sum of 119 *l.* of, &c. together with legal Interest for the same, on — without making any Deduction or Abatement whatsoever, either for Taxes Parliamentary, or otherwise howsoever, then and from thenceforth the Assignment hereby made, and every Article, Matter and Thing herein contained, shall from thenceforth cease, determine, and be absolutely void and of none Effect; and that then also he the said *W. L.* his Executors, &c. shall deliver up to the said *F. R.* her Executors, &c. the said recited Deed of Trust, executed by the said *J. W.* the Father, safe, whole and uncanceled, (Casualty of Fire excepted) and shall then also deliver up to her or them the said recited Bond to be cancelled, and shall then also acknowledge Satisfaction upon the Record of the said Judgment so obtained by the said *W. L.* as aforesaid; this Indenture or any Thing, &c. notwithstanding. **And** the said *F. R.* for herself, her Executors and Administrators, and every of them, doth covenant, &c. to and with, &c. that the said *F. R.* her, &c. shall and will well and truly pay, &c. unto the said *W. L.* his, &c. the said Sum of 119 *l.* with the Interest thereof, on the Day, and in such Manner as the same in and by the above mentioned Proviso is appointed to be paid, according to the true Intent and Meaning thereof, and of these Presents. **And**, &c. (*Done no Act, &c. Quiet Enjoyment on Default, and for further Assurance, see before, and Tit. Covenants.*) **In Witness, &c.**

Proviso that if the Money be paid, this Deed to be void.

Assignee covenants, viz. To pay the Money.

XXV. Of Leases, as counter Securities.

An Assignment of two Leases, one in Possession, the other in Reversion, to indemnify an Obligor on Account of his being bound with another for his proper Debt.

THIS Indenture, made, &c. Between *A.* of the one Part, and *B.* of the other Part. **Whereas** *C.* of, &c. by his Indenture of Lease bearing Date, &c. for the Consideration therein mentioned, *Did* demise, &c. unto the said *A.* &c. **All** that Wharf, &c. but with and under such Exceptions as therein mentioned and expressed of and concerning the said Premises; **To hold** the said Premises unto the said *A.* his Executors, &c. for and during the Term of — Years, to commence from *Lady-day*, which will be in the Year, &c. (being therein mentioned to be the Time of Expiration of a former Lease made of the same Premises granted by — deceased, to — also deceased) at and under the yearly Rent of — payable Quarterly, in Manner as therein mentioned: **And whereas** the said *C.* by one other Indenture of Lease bearing Date the 26th of, &c. (for the Consideration therein mentioned) *Did* demise and to Farm let unto the said *A.* &c. **All** that the said Wharf, &c. (except as in the Indenture of Lease now reciting is excepted); **To hold** the said Premises unto the said *A.* his Executors, &c. from *Lady-day*, which will be in the Year 1747, (being therein mentioned to be the Time when the herein first recited Indenture of Lease will expire) for and during the full Term of 17 Years, at and under the yearly Rent of — payable, &c. as in and by the said several in Part recited Indentures of Lease, Relation, &c. **And whereas** the said *A.* together with the said *B.* (at the special Instance and Request, and for and on the Behalf of the said *A.* and as and for his proper Debt) by their Bond or Obligation bearing Date the Day next before the Day of the Date hereof, are and stand jointly and severally bound unto *D.* of, &c. in the penal Sum of 500 *l.* with Condition thereunder written, that if they the said *A.* and *B.* or either of them, their or either of their Heirs, Executors or Administrators, shall and do well and truly pay unto the said *D.* his Executors, &c.

Recitals of Leases.

Of a Bond.

Consideration. *£c.* the full Sum of 250 *l.* of, *£c.* together with lawful Interest for the same, on the — Day of — which will be in the Year, *£c.* then the said Obligation to be void, otherwise to remain in full Force, as by the said Bond may appear: **Now this Indenture witnesseth,** that for the indemnifying and saving harmless the said *B.* his Heirs, Executors and Administrators, of, from and against Payment of all and every Sum and Sums of Money which he or they shall or may expend for or on Account of his the said *B.*'s being bound with the said *A.* in the said recited Bond to the said *D.* and of all Costs and Damages to be by him the said *B.* sustained touching the same, and as a Security for the same, and for and in Consideration of the Sum of 5 *s.* to the said *A.* by the said *B.* now paid, *£c.* he the said *A.* hath bargained, sold, assigned, transferred and set over, and by, *£c.* unto the said *B.* **As well** the said two several recited Indentures of Lease, as also the said Wharf, *£c.* and all the Estate, *£c.* **To have,** &c. the said Indentures of Lease, Wharf, *£c.* and all and singular other the Premises hereby assigned, or mentioned or intended so to be, with their and every of their Appurtenances, (except as in the said Indentures of Lease are excepted) unto the said *B.* his Executors, *£c.* from henceforth, for and during all the Rest and Residue of the said Term of 15 Years, by the said first recited Indenture of Lease granted, which is now to come and unexpired, and for and during the full and whole Term of 27 Years, by the said second recited Indenture of Lease granted, commencing as aforesaid, and that in as full, *£c.*

Parcels. *Subject* nevertheless to the several Rents, Covenants, Conditions and Agreements in the said recited Indentures of Lease reserved and contained, and also subject to the Proviso herein after contained, *viz.* **Provided always,** and these Presents are upon this Condition, and it is hereby agreed and declared by and between the Parties hereto, and their true Intent and Meaning is, that in Case he the said *A.* his Heirs, Executors or Administrators, shall and do well and truly pay or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, the said Sum of 250 *l.* and the Interest thereof, on the Day, and in Manner, and according to the Condition of the said recited Bond, and in full Discharge thereof; and also in Case the said *A.* his Heirs, Executors or Administrators, shall and do in the mean Time, and at all Times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said *B.* his Heirs, Executors and Administrators, and his, their and every of their Real and Personal Estates, of, from and against all and all Manner of Actions, Suits, Costs, Charges, Expences and Damages whatsoever, both at Law and in Equity, which shall or may at any Time arise, fall or happen to him, them, any or either of them, for, by Reason, Means, or on Account of his the said *B.*'s entering into, or being Surety with or bound with the said *A.* in the said Bond as aforesaid; then and from thenceforth the Assignment hereby made of the said Premises, and every Covenant, Matter and Thing herein contained, shall be void and of no Effect; any Thing, *£c.* **And** the said *A.* for himself, *£c.* doth hereby covenant to and with the said *B.* his, *£c.* in Manner, *£c.* that he the said *A.* his, *£c.* shall and will well and truly pay, *£c.* unto the said *D.* his, *£c.* the said Sum of 250 *l.* and the Interest thereof, according to the true Intent and Meaning of the Condition, and in Discharge of the said Bond; **And** that he the said *A.* his Heirs, Executors and Administrators, shall and will at all Times well and sufficiently save, keep harmless and indemnified the said *B.* his Heirs, Executors and Administrators, of and from Payment of the same, in Manner as aforesaid: **And further,** that he the said *A.* his, *£c.* (at any Time immediately after Default by him or them made in Payment of the said Sum of 250 *l.* and the Interest thereof, or of any Part thereof, to the said *D.* his, *£c.* (shall and will upon the reasonable Request, *£c.* make, *£c.*

Habendum. *(Further Assurance).* **And lastly,** it is hereby mutually agreed and declared by and between the said Parties, that until such Time as a Breach or Failure shall be made in the Performance of the above written Proviso, it shall and may be lawful to and for the said *A.* his Executors, *£c.* peaceably and quietly to have, hold, use, occupy, possess and enjoy the said Messuage, *£c.*

Subject, *£c.*

Proviso that if the Assignor pays the Money and indemnifies the Assignee, this Assignment to be void.

Covenant to pay the Money, and indemnify, *£c.*

Further Assurance.

Peaceable Enjoyment till Default.

XXVI. Of Legacies.

An Assignment by one Residuary Legatee to another, on dividing their Legacy of mortgaged Premises, which are Part of the said Legacy.

By Indorsement on the Mortgage.

Whereas the within named *J. P.* made his last Will and Testament in Writing, bearing Date, *£c.* and did constitute his Sons *J.* and *W. P.* Executors thereof, and did give unto them, or the Survivor of them, all the Rest and Residue of his Personal Estate, after

after his Debts, Legacies and Funeral Expences are discharged, and did not thereby specifically give or devise the within mentioned Security to any Person, but the said J. and W. P. the Sons became intitled thereunto as Residuary Legatees, who have agreed amongst themselves that, upon the Division of the Residuary Part of the said Testator's Personal Estate, the said J. P. shall have to his own Use and Benefit exclusive of his said Brother W. the within mentioned Security, and all Interest to grow due for the same, from *Lady-day* now next ensuing: **Now know all Persons by these Presents,** that in Pursuance of the said Agreements, **He** the said W. P. hath assigned and transferred, released, quit-claimed and confirmed, and by these Presents **Doth,** &c. unto the said J. P. his Brother, his Executors, Administrators and Assigns, **The** within written Mortgage and Security, and the within mentioned Manor, and all and singular the within mentioned Messuages, Lands, Tenements and Hereditaments, and all the Estate, Right, Title, Interest, Trust, Term and Terms of Years, Claim or Demand whatsoever in Law or Equity of him the said W. P. of, in, unto or out of the same Premises; **To have and to hold** the same Premises unto the said J. P. his Executors, Administrators and Assigns, for and during all such Estate or Estates, Term or Terms of Years, as the said J. P. the Testator was intitled unto at the Time of his Decease, or which the said W. P. could challenge or demand in Case these Presents had never been made, together with all such Interest as shall grow due upon the same Security from *Lady-day* next ensuing. (W. P. covenants with J. P. that he hath not incumbered, &c.)

An Assignment of a Legacy from the Legatees to the sole surviving Executor and Trustee in Consideration of the Money being paid, containing an Authority to raise the same, pursuant to the Will.

KNOW all People by these Presents, that I H. T. of, &c. Gent. younger Son of Sir R. T. of, &c. Bart. deceased, for and in Consideration of the Sum of 1000*l.* of, &c. to me in Hand paid by G. D. of, &c. Esq; the sole surviving Executor and Trustee, of and in the last Will and Testament of my said Father, the Receipt whereof I do hereby acknowledge, and thereof, &c. **Have** granted, assigned and transferred, and by these Presents **Do,** &c. unto the said G. D. his Executors, Administrators and Assigns, **The** Sum of 1000*l.* of, &c. given, limited or appointed to me, in and by the last Will and Testament in Writing of my said Father; and all my Right, Title, Trust, Claim and Demand, of, in, to or out of the same Sum of 1000*l.* given, limited or appointed to me, in or by the same Will; **To have,** hold, receive and take the same Sum of 1000*l.* hereby granted and assigned, or intended to be hereby granted or assigned unto the said G. D. his Executors, Administrators and Assigns, to his and their own Use and Benefit, without giving any Account to me, my Executors or Administrators for the same; **And** for the Considerations aforesaid, I do hereby authorise and empower the said G. D. his Executors or Administrators, by Mortgage, Sale, or otherwise, as by the said Will is directed, to raise out of the Estate late of my said Father, the said Sum of 1000*l.* so given to me by the last Will and Testament of my said Father, and to receive and retain the same to the proper Use and Benefit of him the said G. D. his Executors, Administrators or Assigns, without giving any Account for the same, to me, my Executors or Administrators; **And** I the said H. T. for myself, my Heirs, Executors and Administrators, do hereby covenant, promise and agree, to and with the said G. D. his Executors and Administrators, that I the said H. T. have not made any other Grant or Assignment of the said Sum of 1000*l.* intended to be hereby granted and assigned, or made, done or suffered any other Act, Matter or Thing whatsoever, whereby to release, extinguish or discharge my Right or Title to the same, by Virtue of my said Father's Will. **In Witness,** &c.

Drawn by Mr. Webb.

Assignment of a Legacy for Payment of Monies lent, and for Board, Lodging and Apparel, and for all further Sums to be lent and paid for carrying on and defending a Cause in Chancery, &c.

THIS Indenture, &c. **Between** E. M. late of, &c. of the one Part, and G. H. of the *Middle-Temple, London,* Gent. of the other Part. **Whereas** R. M. of, &c. Recitals.
Father of the said E. made his last Will, &c. bearing Date, &c. and thereby directed his A Will
Lands and Personal Estate to be disposed of amongst his three Children, viz. R. M. the said E. M. and M. M. the Son and Daughters of the said R. and directed 200*l.* to be paid there-
out

Necessaries found. out to the said *E. M.* And whereas the said *E. M.* for the Space of 18 Months last past, hath been provided with Meat, Drink and Apparel, at the proper Charge and Expence of the said *G. H.* And whereas there is now due and owing to the said *G. H.* from her the said *E. M.* on that particular Account, and for Money lent unto her the said *E. M.* by the said *G. H.* the Sum of 27 *l.* 10 *s.* of, &c. exclusive of the several Sums due to him the said *G. H.* from her the said *E.* for his Fees and Disbursements, on his Application in and about the Recovery of the said Sum of 200 *l.* and in and about a Suit commenced in the High Court of Chancery against the said *R. M.* and others concerning the said 200 *l.* And whereas the said *E. M.* hath retained the said *G. H.* as her Solicitor in the said High Court of Chancery, to prosecute the said Suit, and procure the Payment of the said 200 *l.* Now this Indenture witnesseth, That the said *E. M.* for and in Consideration of the said Sum of 37 *l.* 10 *s.* and in Consideration also of the Sum of 5 *s.* of, &c. to her, &c. by, &c. at, &c. the Receipt, &c. hath bargained, sold, assigned and set over, and by, &c. Doth, &c. unto the said *G. H.* his Executors, Administrators and Assigns, All and singular the aforesaid Legacy and Sum of 200 *l.* so as aforesaid bequeathed and directed to be paid unto her by Virtue of the said Will of the said *R. M.* together with all the Property, Claim and Demand of the said *E. M.* of, in and to the same, and every Part and Parcel thereof; To have and to hold the said bargained Premises, Sum and Sums of Money as aforesaid, unto the said *G. H.* his Executors, Administrators and Assigns, as his and their own proper Goods and Chattels for ever, In Trust, to and for the Use, Intent and Purpose herein after mentioned and expressed concerning the same; And the said *E. M.* by these Presents doth nominate, &c. the said *G. H.* his, &c. her true, &c. to prosecute the said Suit, and to defend all other Suit and Suits hereafter to be brought and commenced concerning the said 200 *l.* and in the Name of her the said *E. M.* to ask, &c. the said Sum of 200 *l.* and the Interest thereof, and all and every the Cost and Costs, and other Sum and Sums of Money whatsoever, which shall at any Time hereafter become due and payable by Means or Reason thereof; and also for her, &c. one or more Discharge, &c. to the said *R. M.* and all other Person or Persons in any wise interested or concerned therein, the Executors and Administrators of them, and every of them, and in general to act, do and perform for the said *E. M.* and in her Name, all, &c. Provided always, and the true Intent and Meaning of these Presents is, that the said several Sum and Sums of Money to be received by Virtue of these Presents, shall be applied as follows, viz. in the first Place to pay unto him the said *G. H.* his, &c. as well the said several Sums of 37 *l.* 10 *s.* and 5 *s.* before mentioned, as also all such other Sum and Sums of Money, which he the said *G. H.* shall hereafter at any Time advance, lay out or expend for the Support and Maintenance of the said *E. M.* and also all such Sums of Money as are already due, or hereafter shall become due to the said *G. H.* for his Fees and Disbursements in the recovering of the said Money, and in the prosecuting the said Suit already commenced, and in the prosecuting and defending all and every other Suit and Suits to be commenced, for and against the said *E. M.* her Executors and Administrators, concerning the said 200 *l.* or otherwise, and after Payment of the same, then to pay the Residue thereof to the said *E. M.* her Executors, &c. according to the true Intent and Meaning of these Presents. And the said *E. M.* for herself, &c. covenants, &c. to and with the said *G. H.* his, &c. by, &c. that she the said *E. M.* hath not received the said 200 *l.* nor shall or will receive, release or discharge the same, or any Part thereof, or any Action or Suit, Process or Proceedings in Law or Equity, that is, are or shall at any Time hereafter be commenced or prosecuted for Recovery thereof, or otherwise concerning the same, without the special Licence and Consent of the said *G. H.* his, &c. in Writing under his or their Hands for that Purpose first had and obtained; And that she the said *E. M.* her, &c. shall and will at any Time or Times hereafter, upon the reasonable Request of the said *G. H.* his, &c. make, give and execute unto him the said *G. H.* all such further Power, Authorities and Assurances for the better assuring the Premises, and to enable him to demand, recover and receive the same for the Purposes aforesaid, as by the said *G. H.* his, &c. In Witness, &c.

How the Money shall be applied. to act, do and perform for the said *E. M.* and in her Name, all, &c. Provided always, and the true Intent and Meaning of these Presents is, that the said several Sum and Sums of Money to be received by Virtue of these Presents, shall be applied as follows, viz. in the first Place to pay unto him the said *G. H.* his, &c. as well the said several Sums of 37 *l.* 10 *s.* and 5 *s.* before mentioned, as also all such other Sum and Sums of Money, which he the said *G. H.* shall hereafter at any Time advance, lay out or expend for the Support and Maintenance of the said *E. M.* and also all such Sums of Money as are already due, or hereafter shall become due to the said *G. H.* for his Fees and Disbursements in the recovering of the said Money, and in the prosecuting the said Suit already commenced, and in the prosecuting and defending all and every other Suit and Suits to be commenced, for and against the said *E. M.* her Executors and Administrators, concerning the said 200 *l.* or otherwise, and after Payment of the same, then to pay the Residue thereof to the said *E. M.* her Executors, &c. according to the true Intent and Meaning of these Presents. And the said *E. M.* for herself, &c. covenants, &c. to and with the said *G. H.* his, &c. by, &c. that she the said *E. M.* hath not received the said 200 *l.* nor shall or will receive, release or discharge the same, or any Part thereof, or any Action or Suit, Process or Proceedings in Law or Equity, that is, are or shall at any Time hereafter be commenced or prosecuted for Recovery thereof, or otherwise concerning the same, without the special Licence and Consent of the said *G. H.* his, &c. in Writing under his or their Hands for that Purpose first had and obtained; And that she the said *E. M.* her, &c. shall and will at any Time or Times hereafter, upon the reasonable Request of the said *G. H.* his, &c. make, give and execute unto him the said *G. H.* all such further Power, Authorities and Assurances for the better assuring the Premises, and to enable him to demand, recover and receive the same for the Purposes aforesaid, as by the said *G. H.* his, &c. In Witness, &c.

Covenant that the Money is not received, &c. to and with the said *G. H.* his, &c. by, &c. that she the said *E. M.* hath not received the said 200 *l.* nor shall or will receive, release or discharge the same, or any Part thereof, or any Action or Suit, Process or Proceedings in Law or Equity, that is, are or shall at any Time hereafter be commenced or prosecuted for Recovery thereof, or otherwise concerning the same, without the special Licence and Consent of the said *G. H.* his, &c. in Writing under his or their Hands for that Purpose first had and obtained; And that she the said *E. M.* her, &c. shall and will at any Time or Times hereafter, upon the reasonable Request of the said *G. H.* his, &c. make, give and execute unto him the said *G. H.* all such further Power, Authorities and Assurances for the better assuring the Premises, and to enable him to demand, recover and receive the same for the Purposes aforesaid, as by the said *G. H.* his, &c. In Witness, &c.

And to do any further Act, &c. shall and will at any Time or Times hereafter, upon the reasonable Request of the said *G. H.* his, &c. make, give and execute unto him the said *G. H.* all such further Power, Authorities and Assurances for the better assuring the Premises, and to enable him to demand, recover and receive the same for the Purposes aforesaid, as by the said *G. H.* his, &c. In Witness, &c.

*An Assignment of a Money Legacy for securing 400 *l.* and Interest.*

THIS Indenture, &c. Between *J. S.* of, &c. and *E.* his Wife, (which said *E.* was one of the Daughters of *R. G.* late of, &c.) of the one Part, and *E. H.* of, &c. Spinster, of the other Part. Whereas the said *R. G.* in and by his last Will and Testament, bearing Date, &c. did thereby (*inter alia*) give, devise and bequeath to his Daughter *L. G.* and to her Heirs for ever, All his Messuages, &c. subject to the Payment of 800 *l.* which he gave to the said *E.* now Wife of the said *J. S.* (by the Name and Description of his Daughter *E.*) to be paid within seven Years next after his Decease, with Interest half-yearly at 4 *l.* per Cent;

Recitals, viz. As to the Legacy of 800 *l.* given by the Father's Will, and charged on Part of his

Cent. per Ann. free from all Taxes in the mean Time for the same: **And whereas** the said Real Estate, R. G. departed this Life, on or about, &c. without revoking or altering his said last Will and the Estate fold Testament: **Now this Indenture witnesseth**, That for and in Consideration of the Sum for 3500*l.* of 500*l.* of, &c. in Hand, &c. to the said J. S. by the said E. G. at, &c. the Receipt, &c. As to Testa- tor's Death. they the said J. S. and E. his Wife, **Have** and each of them **Hath** granted, bargained, sold, Consideration. assigned, transferred and set over, and by these Presents **Do** and each of them **Doth** fully and Assignment. absolutely grant, &c. unto the said E. G. her Executors, Administrators and Assigns, **The** Premises. said Legacy or Sum of 800*l.* so as aforesaid given and bequeathed unto the said E. Wife of the said J. S. and charged upon the said Messuages, &c. at E. T. herein before mentioned by the said Will of the said R. G. and all the Benefit thereof, and all Sum and Sums of Money now due, owing or payable for the Interest thereof; and also all the Estate, &c. of them the said J. S. and E. his Wife, or either of them, of, in, to or out of the said Legacy or Sum of 800*l.* and the Interest thereof, by Virtue of the said recited Will of the said R. G. or other- wise howsoever; **To have and to hold**, ask, demand, receive, take and enjoy the said Legacy or Sum of 800*l.* herein before mentioned and intended to be hereby assigned, and all the Interest thereof, unto and by the said E. G. her Executors, Administrators and Assigns from henceforth, unto her and their own proper Use and Benefit for ever, and that in as full, &c. **And**, &c. (*Letter of Attorney, and a Proviso that if the Money be paid at the Times limited, this Assignment to be void.*) **And** the said J. S. for himself, &c. doth covenant, &c. that he the said J. S. his, &c. shall, &c. pay, &c. unto the said E. G. her, &c. the said Sum of 500*l.* and Interest for the same as aforesaid, on the Days, and in such Manner and Form, as the same in and by the said Proviso herein before contained is mentioned, limited and appointed to be paid, according to the true Intent and Meaning thereof and of these Presents; **And** that they the said J. S. and E. his Wife, or one of them, at the Time of the Sealing and Delivery of these Presents, are well and truly intitled to the said Legacy or Sum of 800*l.* and to have and receive the same, and the Interest thereof, pursuant to the said recited Will of the said R. G. **And** that they, or one of them, now have or hath in him, her or themselves, good Right, full Power, and lawful and absolute Authority to assign over the said Legacy or Sum of 800*l.* and the Interest thereof, unto the said E. G. her Executors, Administrators and Assigns, in Manner and Form aforesaid; **And** that if Default shall happen to be made, of, or in Payment of the said Sum of 500*l.* and Interest as aforesaid, or any Part thereof, contrary to the Intent and Meaning of the said Proviso and Agreement herein before for that Purpose contained; that then and at all Times then after it shall and may be lawful, to and for the said E. G. her Executors, Administrators and Assigns, peaceably and quietly to receive, take, have and enjoy the said Legacy or Sum of 800*l.* and all Sum and Sums of Money, which shall be then due for the Interest thereof, to her and their own proper Use and Benefit, without any Let, &c. of the said J. S. and E. his Wife, their Executors, Administrators or Assigns, or of any other Person or Persons whatsoever: **And further** that they the said J. S. and E. his Wife, their, &c. shall and will from Time to Time, and at all Times from and after Default shall happen to be made in Payment of the said Sum of 500*l.* and Interest as aforesaid, or any Part thereof, (contrary to the true Intent and Meaning of the said Proviso) upon the Request of the said E. G. her Executors, Administrators or Assigns, do, perform and execute, all and every such further and other Acts, Deeds, Matters and Things whatsoever, for the better assigning and enabling her the said E. G. her Executors, Administrators and Assigns, to recover and receive the said Legacy or Sum of 800*l.* and the Interest thereof, as by the said E. G. her Executors, Administrators or Assigns, or her or their Counsel learned in the Law, shall be reasonably devised or advised and required. **In Witness, &c.**

Habendum.

Covenant to pay the 500*l.*

Intitled to the Legacy; good Right to assign, and in case of Default to receive Legacy peaceably.

Further Assurance.

A collateral Security, whereby several Money Legacies (subject to Mortgages made thereof), are assigned as a further Security upon three Judgments and a new Bond, &c. wherein a stated Account with mutual general Releases, &c. subject to a Proviso, &c. to vacate Judgments, and not to take out any Process thereon in the mean Time.

THIS Indenture, &c. Between C. F. of, &c. Esq; (Administrator of the Goods and Chattels, Debts and Credits of R. E. late of, &c.) of the one Part, and H. L. of, &c. of the other Part. **Whereas** H. N. late of A. in the Kingdom of France, Esq; deceased, did by his last Will and Testament in Writing, bearing Date, &c. (amongst other Legacies and Bequests) give and bequeath the several Legacies or Sums of Money, unto the several Persons therein and herein after named, *viz.* unto his Nephew G. N. the Legacy or Sum of 1000*l.* unto his Nephew H. N. the Sum of 500*l.* unto his Nephew A. N. the Legacy or Sum of 500*l.* and unto his Niece D. N. the Legacy or Sum of 500*l.* together with Recitals, *viz.* As to several Legacies given by the Will of H. R. to several Persons, and their Wills and Assignments and Mortgages thereof.

As to three
Judgments
obtained by
Assignee
against Af-
signor.

As to a new
Bond from
Assignee with
another Person
to assign for
better secu-
ring Payment
of the Sum
now due to
him.

As to a gene-
ral stated Ac-
count of even
Date, between
Assignor and
Assignee, and
what now due
to him on Bal-
ance thereof.
As to General
Releases given
by each Party.

Judgments
and Bond ex-
cepted.

As to previous
Agreement
for assigning
Legacies as a
Collateral
Security.

First Confide-
ration being
Assignor's Af-
firmation of
the Legacies,
&c.

with Interest for the said several Legacies, after the Rate of 4*l. per Cent. per Ann.* until the respective Times of Payment thereof; (*recite several Assignments and Mortgages of the said several Legacies, whereby some of them became vested in the said Mr. E. and that Mr. F. had assigned some of them to several Mortgagees for securing several Sums of Money*): **And whereas** the said *H. L.* obtained the Judgment against the said *C. F.* in his Majesty's Court of Common Pleas at *Westminster*, as of, &c. in an Action of Debt upon Bond, for the Sum of 1400*l.* the Penalty of the said Bond, besides Costs of Suit; (*recite two other Judgments obtained by L. against F. by Bond for 100*l.* and 507*l.**) as in and by the said several Judgments remaining as of Record in the said Court, Relation being to them respectively had, may more at large appear: **And whereas** for better securing Payment of the said several Principal Sums of Money, and the Interest thereof now due from the said *C. F.* to the said *H. L.* as aforesaid, he the said *C. F.* together with *M. N.* of, &c. by their Bond or Obligation, bearing Date, &c. are and stand jointly and severally bound unto the said *H. L.* in the penal Sum of 1200*l.* conditioned for the Payment unto the said *H. L.* his Executors, &c. of the Sum of 600*l.* on the several Days, and in Manner as therein mentioned, as by the said Bond, &c. **And whereas** upon a general Account this Day made up, settled and stated, by and between the said *C. T.* and *H. L.* as well of and concerning the several Principal Sums of Money, Interest, Costs and Charges now due and secured unto the said *H. L.* by Virtue of the said several recited Judgments; as also of all other Debts, Transactions and Dealings between him and the said *C. F.* it appears upon the Ballance thereof, that there is now due and owing from the said *C. T.* to the said *H. L.* the Sum of — as by the said Account bearing even Date herewith, and signed by them the said *C. T.* and *H. L.* may appear: **And whereas** before the Signing the said stated Account, they the said *C. F.* and *H. L.* in Pursuance of an Agreement between them for that Purpose, have executed unto each other General Releases also bearing even Date with, and executed immediately before these Presents, in one of which Releases, the said *C. F.* hath remised, &c. unto the said *H. L.* his, &c. all and all Manner of Actions, Suits and Demands whatsoever, both at Law and in Equity, for or by Reason of any Transactions, Dealings, Accounts, Reckonings, Agreement and Agreements whatsoever, had, made or agreed unto, by and between him and the said *C. F.* or for, by Reason or on Account of any other Matter, Cause or Thing whatsoever from the Day of the Date thereof, in such Manner as therein is mentioned, and in and by the said other General Releases, the said *H. L.* hath thereby remised, &c. to the said *C. F.* his, &c. all, &c. from the Day of the Date of the same Release, save and except as to all Principal and Interest Monies now due and to become due from the said *C. F.* to the said *H. L.* by Virtue of the said three several Judgments and last recited Bond, together with all Costs, Charges and Damages touching the Recovering and Receiving thereof, as by the said General Releases may appear: **And whereas** previous to the Signing of the said stated Account, and Executing of the said General Releases, it was mutually agreed between the said *C. F.* and *H. L.* in Manner as follows, *viz.* That the said three recited Judgments so obtained by the said *H. L.* against the said *C. F.* as aforesaid, together with the said last recited Bond, should stand and remain as a Security for Payment of the said Sum of — *l.* so now due to the said *H. L.* as aforesaid, together with all Interest now due and from henceforth to become due for the same, and also of all Costs and Charges touching the Recovering and Receiving thereof; and that he the said *C. F.* as a further Security for Payment of the same, should assign unto the said *H. L.* the said several herein before recited Legacies, (subject nevertheless to the several herein before recited Securities made thereof as aforesaid) in such Manner as herein after is mentioned; in Consideration whereof he the said *H. L.* agreed, that he on Payment to him of the said Sum of — *l.* and the Interest thereof, and of all Costs and Charges touching his Recovering and Receiving the same, to re-assign the said several Legacies, and to acknowledge Satisfaction upon Record of the said several Judgments, and that he the said *H. L.* in the mean Time would not take out any Execution, or other Process upon all or any of the said Judgments in such Manner as herein after is also mentioned: **Now this Indenture witnesseth**, that the said *C. F.* (in Pursuance and Performance of his Part of the said recited Agreement, and for better securing Payment of the said Sum of 708*l.* 17*s.* 5*d.* and the Interest thereof, unto the said *H. L.* his, &c. and also for and in Consideration of the Sum of 10*s.* of, &c. to the said *C. F.* in Hand paid by the said *H. L.* at, &c. the Receipt, &c. and for divers, &c.) **Doth** granted, &c. and by, &c. the said *C. F.* doth fully, freely, clearly and absolutely grant unto the said *H. L.* his Executors, Administrators and Assigns, **All** those the said several herein before mentioned and recited Legacies, given, devised and bequeathed in and by the said respective Wills of them the said first herein named *H. N. G. N.* and *A. N.* or any of them, unto the several Persons herein before mentioned, or which was or were assigned unto, or otherwise become vested in him the said *R. E.* together with all Interest Monies now due or owing, and which shall hereafter become or grow due, for or in Respect of the said several Legacies or Sums

Sums of Money hereby assigned, or intended to be assigned, or any of them, or any Part thereof, and also all the Right, Title, Interest, Power and Equity of Redemption, Trust, Property, Claim and Demand whatsoever of him the said C. F. of, in and to the said several hereby assigned Legacies or Sums of Money, or any of them, or any Part or Parcel thereof; **(Subject nevertheless** to the said several herein before mentioned and recited Mortgages Subject to Securities made thereof. or Assignments thereof, so far as the same affect or concern the said hereby assigned Premises, Habendum. **To have and to hold,** receive, take and enjoy, all and singular the herein before mentioned and intended to be hereby assigned Legacies and Premises, unto the said H. L. his, &c. from thenceforth, as and for his and their own proper Monies and Effects for evermore; **(Subject nevertheless** to the Proviso or Agreement herein after contained for the Redemption of the said herein before assigned Legacies); **And** the said C. F. doth hereby give and grant unto the said H. L. his, &c. full Power and Authority by all lawful Ways and Means, and by due Course of Law or Equity, at the sole and proper Cost and Charges of him the said C. F. his, &c. to proceed or sue for the Recovery, and compel Payment of the said several hereby assigned Legacies or Sums of Money, and the Interest thereof, or any of them, or of any Part or Parcel thereof, and upon Receipt and Payment thereof, or of any Part thereof, to make and give Acquittances or other Discharges for the same, as Occasion shall require, and whatsoever shall be so recovered and received, to retain and keep to his and their own Use and Behoof, as his and their own proper Estate; **(Subject nevertheless** in Manner as aforesaid.) **And this Indenture further witnesseth,** that in further Pursuance and Performance of the said recited Agreement, and for better securing Payment of the said Principal Sum of 708 l. 17 s. 5 d. together with Interest thereof, and of all Costs and Charges touching and concerning the same, unto the said H. L. his Executors, Administrators and Assigns, it is hereby agreed and declared, by and between the said Parties hereto, that the said herein before recited several Judgments and last recited Bond, shall stand, remain, and be as a Security, as well for Payment of the said Sum of 708 l. 17 s. 5 d. and the Interest thereof, together with all Costs and Charges touching the Recovering and Receiving the same, in such Manner, and subject to the acknowledging Satisfaction upon the said Judgments, and the Delivering up the last recited Bond, in such Manner as herein after is mentioned and expressed: **Provided always,** and it is hereby agreed and declared, by and between the said Parties to these Presents, and the said H. L. for himself, &c. doth hereby covenant, &c. to and with the said C. F. his, &c. that if he the said C. F. his, &c. shall and do well and truly pay, &c. unto the said H. L. his, &c. at or in his now dwelling House, situate, &c. the said Sum of 708 l. 17 s. 5 d. of, &c. by six half-yearly Payments, in Manner as follows, (that is to say) &c. together with Interest for the same several and respective Sums, until the respective Times of Payment thereof, after the Rate of 5 l. per Cent. per Ann. and together also with all Costs and Charges touching the Recovering and Receiving thereof, and that without any Manner of Deduction or Abatement for Taxes Parliamentary or other Charges or Assessments whatsoever or howsoever, that then the Assignment herein before made of the said several Legacies, shall be absolutely void and of none Effect; and that then also he the said H. L. his Executors, Administrators or Assigns, (at the Costs and Charges of the said C. F. his, &c.) shall and will acknowledge Satisfaction upon Record of the said several Judgments, or do any other lawful Act to vacate and discharge the same, as by the Counsel of the said C. F. his Heirs, Executors or Administrators, shall in that Behalf be reasonably advised or required; and that then also he the said H. L. his, &c. shall deliver up to the said C. F. his, &c. the said last recited Bond to be cancelled; any Thing, &c. **And, &c.** *(Mr. F. covenants to pay the Money as before mentioned, and that he nor R. E. have not assigned, &c. save as before mentioned, but that the Legacies are due, &c. good Right, further Assurance.)* **And this Indenture further witnesseth,** that the said H. L. in Pursuance and Performance of his Part of the said recited Agreement, and in Consideration of the said Sum of 708 l. 17 s. 5 d. and the Interest thereof, and of all Costs and Charges to be to him paid by the said C. F. in Manner as aforesaid, doth for himself, his Executors, Administrators and Assigns, covenant, promise and agree, to and with the said C. F. his Heirs, Executors and Administrators, in Manner as follows; (that is to say) That he the said H. L. his Executors, Administrators or Assigns, (on full Payment to him and them by the said C. F. his Executors, Administrators or Assigns, of the said Sum of 708 l. 17 s. 5 d. together with Interest for the same, and of all Costs and Charges touching the same, on the several Days and in Manner as aforesaid) shall and will, at the Request and Charge of the said C. F. his Executors, Administrators or Assigns, re-assign unto him or them, or to such other Person or Persons, as he or they shall direct or appoint, the said herein before recited and assigned several Legacies or Sums of Money, and the Interest thereof; and also that he the said H. L. his Executors, Administrators or Assigns, shall not, nor will take out any Extent, Execution or other Process whatsoever, upon all or any of the said Judgments, until such Time as Default or Failure shall be made

Short Letter of Attorney.

Subject, &c.: Second Consideration, Declaration as to the Judgments.

Proviso,

to be void, and then to acknowledge Satisfaction on Record on said Judgments.

Third Consideration; Mr. L. covenants, viz. to re-assign said Legacies, &c.

Not to take out any Process, &c. until Default in Payment of either of the six Sums,

and on full
Payment to
acknowledge
Satisfaction on
said Judg-
ments.

made in Payment of all, any or either of the said six several Payments of the said Sum of 708*l.* 17*s.* 5*d.* and the Interest thereof, in Manner as aforesaid; and lastly that he the said *H. L.* his Executors, Administrators or Assigns, on full Payment to him and them of the said Sum of 708*l.* 17*s.* 5*d.* and the Interest thereof, together with all Costs and Charges touching the same in Manner as aforesaid, shall and will at the like Costs and Charges of the said *C. F.* his Heirs, Executors or Administrators, acknowledge Satisfaction upon the Record of the said several recited Judgments, or do any other legal Act to vacate the same, as by him or them, or his or their Counsel learned in the Law, shall in that Behalf be reasonably advised or required. **In Witness, &c.**

*Assignment of a Legacy (depending on the Determination of a Decree in Chancery, which had been assigned to the Assignees of a Commission of Bankruptcy, and by them afterwards assigned in Trust for the Bankrupt, upon Condition, &c.) from a Bankrupt and his Trustee, to a Mortgagee for securing 450*l.* and Interest.*

THIS Indenture Tripartite, &c. Between *W. L.* of the first Part, *E. E.* of the second Part, and the Honourable *C. C.* of the third Part. **Whereas** by Indenture Tripartite, dated 29 November last, *A. B.* and *C.* (Assignees and Creditors of said *W. L.*) and the several other Creditors of the said *W. L.* executing the said Indenture, of the first Part, the said *W. L.* of the second Part, and the said *E. E.* of the third Part; whereby after reciting therein (*inter alia*) that a Commission of Bankruptcy had been awarded against the said *W. L.* and that he by the Commissioners therein named had been declared a Bankrupt; and that his Estate had been assigned to the Assignees, in Trust for themselves and other the said Creditors; and that by two Deeds of Dividend therein mentioned recited, the said several Creditors of the said *W. L.* had been out of his Estate and Effects respectively paid the Sum of 6*s.* in the Pound, in Part of their several Debts in a Schedule thereunder written mentioned; and that he had proposed and agreed to pay each of them the further Sum of 2*s.* 6*d.* in the Pound, in full of their respective Debts; and further reciting, that there was a Cause then depending in the High Court of Chancery, wherein the said Assignees of the said Creditors were Plaintiffs, and the said *W. L.* and *M.* his Wife, and others therein named, Defendants, touching a Legacy of 600*l.* given by the Will of *J. H.* Esq; to the said *M. L.* and that the said *M.* on the first of July, &c. appearing in the said Court, and being there examined, did declare she was desirous the said 600*l.* Legacy should be paid to the Plaintiffs the Assignees, to be by them distributed amongst her Husband's Creditors; but it being doubtful whether the said Court would decree the same to be paid to the said Creditors, or settled upon the said *M.* therefore the said Creditors, in Consideration of the said further Sum of 2*s.* and 6*d.* in the Pound, to be to them respectively paid and secured to be paid by the said *W. L.* did agree to accept of the same in full of their respective Debts; *It is witnessed*, that the said *W. L.* in Pursuance of this Agreement, did thereby covenant to pay to each of his said Creditors the said further Sum of 2*s.* 6*d.* in the Pound, on a Day therein mentioned; and that the same should be secured to be to them so paid, in Manner as therein and herein after mentioned; in Consideration whereof, and of the said 6*s.* in the Pound, so paid as aforesaid, they the said Creditors, and every of them, agreed to accept of the said further Sum of 2*s.* 6*d.* in the Pound, in full Discharge of their several Debts; and that on Payment thereof, to give such Release and Discharge for the same unto the said *W. L.* in Manner as therein also mentioned: *And it is further witnessed*, that for securing Payment of the said Sum of 2*s.* 6*d.* in the Pound, and for other the Considerations therein mentioned, they the Assignees of the said Creditors (by and with the Consent and Direction of the said other Creditors, and of the said *W. L.* testified as therein mentioned) did sell and assign unto the said *E. E.* As well the said Legacy of 600*l.* as also all the Effects, Goods and Chattels whatsoever then due and belonging to the Estate of the said *W. L.* which had not been got in and received by the said Assignees; *To hold* the same unto the said *E. E.* his Executors and Assigns from thenceforth, together with a full Power for the said *E.* to receive and discharge the said 600*l.* Legacy; *Nevertheless upon the Trusts following, viz.* Upon Trust (in case the said *W. L.* should not, before the Time therein mentioned, pay unto every one of his said Creditors, the said 2*s.* 6*d.* in the Pound) that then he the said *E. E.* or his Assigns, should by, with and out of the hereby assigned Premises (after his and their Charges deducted) pay the Residue thereof, when received, unto the Assignees and other Creditors, in Manner as therein expressed; and in case he the said *W. L.* should, on or before the Time aforesaid, pay to his said Creditors the said further Sum of 2*s.* 6*d.* in the Pound; then upon further Trust, that he the said *E. E.* should assign the said Monies and Premises unto the said *W. L.* his Executors and Assigns, in Manner as therein also expressed; *In which Indenture is contained a Proviso*, that if the said *W. L.* should not pay to his said Creditors,

ditors, the said further Sum of 2s. 6d. in the Pound, at the Time and in Manner aforesaid, then every Covenant and Thing therein contained for the Benefit of the said *W. L.* should be void; as in and by the said in Part recited Indenture, executed by the said Assignees and other Creditors, Relation being thereunto had, more fully may appear: **And whereas** since the executing of the said recited Indenture, he the said *W. L.* hath actually paid unto the said Assignees, and other his Creditors who have executed the same Indenture, the said further Sum of 2s. 6d. in the Pound, amounting in the whole to the Sum of 400*l.* and upwards, in full Discharge of their respective Debts, mentioned and set forth in the said Schedule thereunder written; by Virtue whereof he the said *W. L.* is now interested in and intitled unto the said Legacy of 600*l.* and all other the Estate and Effects so assigned to the said *E. E.* upon the Trusts aforesaid: **And whereas** by an Indorsement written upon the Back of the said recited Indenture (which Indorsement bears Date the Day next before the Date hereof) they the said Assignees and other the Creditors of the said *W. L.* who have executed the said recited Indenture (in Consideration of the said further Sum of 2s. 6d. in the Pound, so to them respectively paid as aforesaid; and also in Pursuance of the within written and herein before mentioned Agreement and Covenant) *Have* severally and respectively released and absolutely discharged the said *W. L.* his Executors and Administrators, of and from all Debts, Dues and Demands whatsoever from him to them respectively due and owing, in such Manner as therein mentioned; as by the same Indorsement by them duly executed, Relation being thereunto also had, more at large may appear: **And whereas** the said Sum of 400*l.* so mentioned to be paid by the said *W. L.* to his Creditors as aforesaid, was the proper Monies of the said *C. C.* and the same was by him at the Request of the said *W. L.* advanced, lent and paid for the Purpose aforesaid; and previous to the lending thereof, he the said *W. L.* proposed and agreed, that the Legacy of 600*l.* and all other his Estate and Effects so assigned to the said *E. E.* in Trust, and now belonging to the said *W. L.* as aforesaid, should be assigned to the said *C. C.* for securing Re-payment to him of the said Sum of 400*l.* and of the further Sum of 50*l.* by him the said *C. C.* to the said *W. L.* now lent and paid (making together the Sum of 450*l.*) together with Interest for the same, in such Manner, and subject as herein is in that Behalf mentioned and expressed: **Now this Indenture witnesseth**, that in Consideration of the said Sum of 450*l.* by him the said *C. C.* so lent and paid to the said *W. L.* as aforesaid, the Receipt, &c. and also for and in Consideration of the Sum of 5s. of, &c. to the said *E. E.* now paid by him the said *C. C.* the Receipt whereof is by him hereby acknowledged; and for securing Repayment of the said several Sums of 400*l.* and 50*l.* (making together the aforesaid Sum of 450*l.* and of the Interest thereof) he the said *E. E.* (at the special Instance and Request, and by the Direction and Appointment of the said *W. L.* testified by his being a Party to and executing of these Presents) and also he the said *W. L.* (in Pursuance of said Agreement) **Have** and each of them **Hath** bargained, sold, assigned, transferred and set over, and by these Presents **Do** and each of them **Doth**, &c. unto the said *C. C.* **As well** the said Legacy or Sum of 600*l.* **As also** all the Debts, Effects, Goods, Chattels, and all other the Estate and Premises, which in and by the said in Part recited Indenture, were by the said Assignees assigned to the said *E. E.* upon the Trusts aforesaid; **And** all the Right, Interest, Property, Trust, Benefit, Advantage, Claim and Demand whatsoever, both at Law and in Equity of them the said *E. E.* and *W. L.* or of either of them, of, in, to or out of the said hereby assigned Legacy of 600*l.* and other the Premises by Virtue of the said recited Indenture, or otherwise howsoever; **Together** with the same Indenture, and together also with all Benefit and Advantage whatsoever to be had or made, by Virtue of any Decree to be made, had or obtained, in or by the said Court of Chancery, touching the said Legacy of 600*l.* **To have, hold, receive, take and enjoy** the said Legacy of 600*l.* and all and singular other the herein before mentioned and intended to be hereby assigned Premises, unto and to and for the only Use and Benefit of the said *C. C.* his Executors, Administrators and Assigns from henceforth, as and for his and their own proper Monies, Goods and Chattels for evermore, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as they the said *E. E.* and *W. L.* or either of them, their or either of their Executors or Administrators, may, can, might, could or ought to have had, held, received or enjoyed the same, in case these Presents had not been made (subject nevertheless to the proviso herein after contained,) viz. **Provided always** and upon this Condition, that if the said *W. L.* his Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid unto the said *C. C.* his, &c. the said Sum of 450*l.* of, &c. together with lawful Interest for the same, on the 12th Day of February now next ensuing the Date hereof, without any Deduction for Taxes Parliamentary, or otherwise howsoever, then and from thenceforth the Assignment hereby made, and every Thing herein contained, shall be void and of no Effect; that then he the said *C. C.* his Executors or Assigns, shall at the Request and Charge of the said *W. L.* his Executors, Administrators or Assigns, assign all and singular the

As to the Monies being the proper Monies of Mortgagee, and that before lending thereof, Mortgagee proposed the 600*l.* should (*inter alia*) be assigned as a Security for Repayment thereof. Considerations.

Assignment.

Habendum.

Proviso.

Covenant to
pay the Mo-
nies.

faid hereby assigned Premisses, unto the said *W. L.* his Executors, Administrators and Assigns, or as he or they shall direct or appoint; any Thing, &c. And the said *W. L.* for himself, his Executors or Administrators, doth hereby covenant with the said *C. C.* his, &c. that he the said *W. L.* his, &c. shall and will well and truly pay, or cause to be paid unto the said *C. C.* his, &c. the said Sum of 450*l.* together with lawful Interest for the same on the Day herein before mentioned and limited for Payment thereof, without any Deduction whatsoever in Discharge of the last mentioned Proviso, and according to the true Intent and Meaning thereof and of these Presents. And lastly, the said *E. E.* (Trustee covenants that he has done no Act, &c.) In Witness, &c.

XXVII. Of a Library.

An Assignment of a Library, which (inter alia) was before assigned as a Security for Money owing on a Bond and Judgment; by the original Owner, and the Executor of the former Assignee, to a Purchaser.

Recitals.

A. A. for se-
curing Money
owing assign-
ed a Library
to *C. C.*

Money not
paid.

Contract by
D. D. with
A. A. and
C. C. for the
Purchase.

Delivery to
D. D. who
paid Part of
Purchase
Money.

Death of Te-
statrix before
any legal As-
signment
made.
The Con-
sideration.

Assignment.

T*D* all, &c. *A. A.* of, &c. and *B. A.* of, &c. sole acting Executor of, &c. of *C. C.* of, &c. deceased, send Greeting. **W**hereas the said *A. A.* for better securing the Pay-
ment of the Sum of 1000*l.* Principal Money, and lawful Interest for the same, to the said
C. C. her, &c. which he owed her upon Bond and Judgment, *Did* grant, &c. unto her the
said *C. C.* her, &c. (amongst other Things) a Library or Collection of Books: **A**nd whereas
the said Sum of 1000*l.* Principal Money, or any Part thereof, not being paid to the said
C. C. D. D. of, &c. did in or about, &c. contract and agree with the said *A. A.* and *C. C.*
for the absolute Purchase of the Books herein after mentioned to be hereby bargained, &c. for
the Sum or Price of 4000*l.* of, &c. comprising all or the greatest Part of the said Library
or Collection of Books so granted, &c. to the said *C. C.* as aforesaid: **A**nd whereas the said
C. C. and *A. A.* or one of them, in Pursuance of the said recited Contract, did on or about,
&c. deliver, or cause to be delivered to him the said *D. D.* or to some Person or Persons on
his Behalf, the Books so purchased by him as aforesaid; and the said *D. D.* upon the Deli-
very of the said Books aforesaid, did with the Consent and Privity, and by the Order of the
said *A. A.* pay unto the said *C. C.* the Sum of 200*l.* in Part of the said Purchase Money, to-
wards Satisfaction of her said Debt of 1000*l.* and Interest, the Payment of which said Sum of
200*l.* accordingly they the said *A. A.* and *B. A.* do hereby acknowledge: **A**nd whereas be-
fore any legal Assignment of the said Books was made to the said *D. D.* the said *C. C.* departed
this Life, having first duly made her last Will and Testament in Writing, and thereof con-
stituted the said *B. A.* and one *E. E.* Executors, but the said *B. A.* alone hath proved the said
Will, and taken upon him the Execution thereof: **N**ow know ye, that in Pursuance and
Performance of the said recited Agreement, and for and in Consideration of the Sum of 200*l.*
of, &c. (Residue and in full Payment of the said Sum of 400*l.* Purchase Money) to the said
B. A. in Hand paid by the said *D. D.* at, &c. with the Privity and Consent, and by the Or-
der and Direction of the said *A. A.* testified, &c. towards further Satisfaction of the said Debt
of 1000*l.* and Interest, the Receipt and Payment of which last mentioned Sum of 200*l.* they
the said *B. A.* and *A. A.* do hereby acknowledge, and thereof, &c. **A**nd in Consideration of
the Sum of 5*s.* of like Money to the said *A. A.* in Hand paid by the said *D. D.* at, &c. the
Receipt, &c. **B**e the said *B. A.* at the Request, and by the Direction and Appointment of
the said *A. A.* testified as aforesaid, **A**nd also the said *A. A.* have, and each of them hath
given, granted, bargained, sold and assigned, and by, &c. **D**o, and each of them doth
give, &c. to the said *D. D.* his, &c. **A**ll the Books so delivered to him the said *D. D.* or to
some Person or Persons on his Behalf as aforesaid, and all their and either of their Right, Ti-
tle or Interest in and to the same, or any and every Part or Parcel thereof; **T**o have and
to hold and enjoy the said Library of Books, and other the hereby bargained, sold and as-
signed Premisses, and every of them, and every Part or Parcel thereof, unto the said *D. D.*
his, &c. to and for his and their own Use and Benefit absolutely and for ever, and as his and
their own proper Goods and Chattels. (*A Warranty, and Covenants may be added.*) **I**n
Witness, &c.

XXVIII. Of Lights.

An Assignment of the Benefit of Lights and of a (a) Deed of Covenant, whereby the same is granted by the Landlord of adjacent Houses.

By Indorsement on the said Deed.

TO all Persons, &c. the within named *F. P.* sendeth Greeting. **Whereas** by Indenture of Assignment bearing even Date with, and executed immediately before this present Indorsement, and made between the said *F. P.* of the one Part, and *W. H.* of, &c. of the other Part, (*Reciting* as therein is recited) and in Consideration of the Sum of, &c. therein mentioned, and which has been truly paid to the said *F. P.* by the said *W. H.* *She* the said *F. P.* *Hath* assigned and set over unto the said *W. H.* the within mentioned Messuage or Tenement, with its Appurtenances, called the *Sugar Loaf*, together with the Indenture of Lease thereof, and all her Estate, &c. *To hold* to the said *W. H.* his, &c. for the Residue of a Term of 15 Years, by the said Indenture of Lease granted, and now to come therein, as in, &c. Relation, &c. **And whereas**, previous to and before the making of the said Assignment of the said Lease and Premises comprised therein, it was agreed between the said *F. P.* and *W. H.* that all Benefit and Advantage whatsoever touching the Enjoyment of the within mentioned several Lights, should be assigned to the said *W. H.* in such Manner as herein after mentioned: **Now these indorsed Presents witness**, that in Pursuance of the said Agreement, and for the Consideration in the said recited Indenture of Assignment mentioned, *she* the said *F. P.* *Hath* assigned, transferred and set over, and by these Presents **Doth** assign, &c. unto the said *W. H.* his Executors, Administrators and Assigns, **The** within mentioned and granted Liberty, Benefit and Advantage of peaceable Possession, and of quiet Holding and Enjoying the said several Lights into the within mentioned Ground called *New Court*, for and during all the Residue of the within granted Time or Term of Years now to come therein, and that in as full, large and beneficial Manner, as all or any of the said Lights, now, late or theretofore have been held, used and enjoyed by the said *F. P.* or any other Occupiers of the said Premises called the *Sugar Loaf*, or as fully and amply to all Intents and Purposes whatsoever, as *she* the said *F. P.* her Executors or Administrators, by Virtue of the within written Covenant from the within named *F. S.* could or might have held or enjoyed the same in Case these Presents had not been made, together with all Benefit and Advantage whatsoever to be had or made of the same Covenant, in Case of any Breach made thereof by the said *F. S.* his Heirs or Assigns. **And** the said *F. P.* for herself, her Executors and Administrators, doth hereby covenant with the said *W. H.* his Executors, Administrators and Assigns, that *she* the said *F. P.* hath not, nor shall or will at any Time hereafter make, do, commit, or willingly suffer any Act, Matter or Thing whatsoever, whereby or by Means whereof the said hereby assigned Premises, or any Part, Benefit or Advantage thereof, are or is, or shall or may be in any wise prejudiced, released or discharged, in any Manner howsoever. **In Witness**, &c.

XXIX. Of Lottery Tickets and Orders.

An Assignment of Lottery Tickets and Orders as Security for Money due on a Bond.

THIS Indenture made, &c. **Between** *T. M.* of, &c. of the one Part, and *J. P.* of, &c. of the other Part. **Whereas** in and by one Bond or Obligation bearing even Date herewith, the said *T. M.* stands bound unto the said *J. P.* in the penal Sum of 400*l.* *T. M.* indebted to *J. P.* conditioned to be void upon Payment of 206*l.* upon the 27th Day of *October* now next ensuing: **And whereas** the said *T. M.* is intitled to 24 Lottery Tickets, made out pursuant to *T. M.* intitled to Lottery Tickets. an Act of Parliament for laying several Duties upon, &c. for raising the Sum of, &c. by way of Lottery, towards his Majesty's Supply, which 24 Lottery Tickets are numbred as followeth, *viz.* N^o 29688, &c. and have been entered (as the said *T. M.* affirms) at his Majesty's Exchequer, or elsewhere, to the Intent that one or more Order or Orders may or might be made out in the Name of the said *T. M.* and delivered as usual upon delivering up of the said 24 Lottery Tickets; and by Virtue of the same Lottery Tickets, (some whereof are Benefits) or of

(a) See the Deed Tit. Covenants, concerning Lessors and Lessees.

of the Order or Orders made out, or to be made out, for or in Lieu thereof, there is or will be due 300*l.* Principal Money: **Now this Indenture witnesseth**, That for the further and better securing the Payment of the said Sum of 206*l.* according to the Condition of the said recited Obligation, and for and in Consideration of the Sum of 5*s.* of lawful Money to the said *T. M.* in Hand paid by the said *J. P.* at, &c. the Receipt, &c. **He** the said *T. M.* hath bargained, sold, assigned and set over, and by these Presents **Doth** bargain, &c. unto the said *J. P.* his Executors, Administrators and Assigns, **The** said 24 Lottery Tickets, and also the Order or Orders made out, or to be made out, for or in Lieu thereof, and all Principal and Interest Monies due and to be due upon or by Virtue of the same Tickets, Order or Orders, and all the Estate, Right and Interest of the said *T. M.* of, in and to the same; **To have and to hold** the said Tickets, Order and Orders, Monies and Premises intended to be hereby assigned, unto the said *J. P.* his Executors, Administrators and Assigns, as his and their own Goods and Chattels. **Provided always**, and these Presents are upon this Condition, that if the said *T. M.* his, &c. do and shall well and truly pay or cause to be paid unto the said *J. P.* his, &c. the said Sum of 206*l.* upon the said Day in the Condition of the said Obligation mentioned for Payment thereof, then the Assignment hereby made shall cease and be void; and then and in such Case the said *J. P.* his Executors, Administrators or Assigns, shall and will deliver up the said Tickets, or the Order or Orders to be taken out for or in Lieu of the same, unto the said *T. M.* his, &c. **Provided** the said Tickets, Order or Orders, be not destroyed by Fire or other inevitable Accidents, and shall and will be accountable to the said *T. M.* his Executors or Administrators, for such Interest Monies as he the said *J. P.* his Executors, Administrators or Assigns, shall have received in the mean Time. **Provided**, and the said *T. M.* doth hereby covenant, declare and agree, to and with the said *J. P.* his Executors, Administrators and Assigns, that if Default shall be made of or in Payment of the said Sum of 206*l.* or any Part thereof, contrary to the true Intent and Meaning of the Condition of the said Obligation; then and at any Time after such Failure of Payment, it shall and may be lawful to and for the said *J. P.* his Executors, Administrators or Assigns, after two Months Notice in Writing, that he or they would receive or take in his Principal Money and Interest, to be left at the now Dwelling house of the said *T. M.* in — and on Non-payment thereof, according to such Notice, to sell, assign and absolutely dispose of the said Tickets, or Order or Orders made out, or to be made out as aforesaid, and Premises, for the best Price that he or they can get for the same upon the *Royal Exchange* in *London*, and apply the Monies arising thereby for or towards the Payment of the said 206*l.* and Interest, rendring and paying the Overplus (if any) to the said *T. M.* his Executors or Administrators, upon Demand: **And** the better to enable the said *J. P.* to sell and dispose of the Premises hereby assigned, or mentioned to be assigned as aforesaid, in Case such Default as aforesaid shall be made in Payment of the said 206*l.* and such Notice of Sale of the said Premises shall be given as aforesaid, he the said *T. M.* doth hereby make and ordain the said *J. P.* his Executors and Administrators, the lawful Attorney and Attornies of him the said *T. M.* in his Name, or otherwise, to assign over to any Person or Persons the said Order or Orders, by Indorsement or otherwise, and to set the Hand, or Hand and Seal of the said *T. M.* to such Assignment, and for him the said *T. M.* and in his Name to seal and deliver the same. **In Witness, &c.**

Consideration.

Assignment.

Habendum.

Proviso that if the Bond be paid, the Tickets to be delivered up.

Proviso that if Default be made in Payment, the Assignee after Notice, &c. may sell the Tickets, &c.

Letter of Attorney empowering him to do the same.

An absolute Assignment of a Lottery Order by Indorsement.

10th Lottery Order 1711.

I The within named *A. B.* do hereby assign and transfer all my Right, Title and Interest in and to the within written Order and Monies thereby secured, unto *C. D.* his Executors, Administrators and Assigns, this 30th of *May* 1714.
Witnesses present.

XXX. Of Honey, and the Interest thereof.

*A Deed of Gift or Assignment of 40*l.* payable out of a Copyhold Estate after the Death of a Mother.*

To all Persons, &c. *H. S.* late of, &c. (one of the Sons of *W. S.* of, &c. deceased, by *M.* his Wife now living) sendeth Greeting. **Whereas** the said *H. S.* after the Death of *M.* his Mother, is intitled to the Sum of 40*l.* of, &c. which Sum of 40*l.* is charged and payable to him the said *H. S.* his Executors and Assigns, immediately after the Death of the said *M.* his Mother, upon and out of a certain Copyhold Estate of Inheritance, situate

situate in or near *Y.* aforesaid, and held of the Lord of the Manor thereof, and which Sum is secured to be paid to the said *H.S.* by *W.S.* of — his Executors, Administrators or Assigns, by Virtue of a certain Deed or Instrument by him duly made and executed on his Purchase of the Reversion of the said Copyhold Estate or Premises after the Death of the Survivor of them the said *W.S.* and *M.* his Wife, and which Deed or Instrument is now lodged or registred in the Hundred Court of *C.* in the said County of *S.* **Now know ye, and these Presents witness,** That for and in Consideration of the Sum of 25*l.* of, &c. to the said *H.S.* in Hand well and truly paid by *H.S.* of, &c. (Brother of the said *H.S.*) at or before the executing hereof, (in full for the absolute Purchase of all his the said *H.S.*'s Right and Interest of, in and to the said Sum of 40*l.* so payable to him as aforesaid) the Receipt, &c. and in Consideration of the natural Love and Affection which he the said *H.S.* hath for and beareth to his said Brother, and for divers other good and valuable Considerations him thereunto especially moving, he the said *H.S.* **hath,** and by these Presents **Doth** freely, clearly and absolutely give, grant, bargain, sell, assign, remise, release, confirm and quit-claim unto the said *H.S.* As well the before mentioned Sum of 40*l.* so charged on the said Copyhold Estate and Premises, and payable to him the said *H.S.* his Heirs and Assigns, immediately after the Death of the said *M.* his Mother, by the said *W.S.* his Heirs, Executors or Assigns, in Manner as aforesaid; as also all and every other Sum and Sums of Money which shall become due or payable to him the said *H.S.* by Force or Virtue of the aforesaid Deed or Instrument; and all the Right, Interest, Benefit, Advantage, Property, Claim and Demand whatsoever or howsoever of him the said *H.S.* or of any Person in Trust for him, of, in, to or out of the said hereby granted and assigned Monies and Premises, by Virtue of the said Deed or Instrument, or otherwise howsoever; **To have,** hold, receive, take and enjoy the said hereby recited and assigned Monies and Premises, unto and to and for the only proper Use and Behoof of the said *H.S.* his Executors, Administrators and Assigns from henceforth, as and for his and their own proper Monies for evermore: **And** for the better and more effectual enabling him the said *H.S.* his Executors, Administrators and Assigns, &c. (*Letter of Attorney*). **In Witness,** &c.

*Assignment of 1000*l.* paid to the Executor of a Mortgagee by a third Person, &c. which is apprehended should be repaid.*

TO all Persons, &c. *W.N.* of, &c. Esq; sendeth Greeting. **Whereas** *E.P.* of, &c. Widow, Relict and Executrix of *S.P.* Gent. her late Husband, deceased, pretended that she had a Mortgage of a Messuage, &c. heretofore made by Sir *T.J.* Knt. unto *W.B.* of, &c. Esq; for 2000 Years, as a Security for 400*l.* Principal Money, which Mortgage was assigned to the said *S.P.* and vested in her the said *E.P.* as his Executrix; and also that she had another Mortgage of the same Premises, pretended to be made by *W.J.* of, &c. Gent. (who had purchased the Inheritance of the Premises) unto the said *E.P.* whereby he the said *W.J.* had subjected the Premises to and with the Payment of such further Sums of Money unto the said *E.P.* as with the original Mortgage Money of 400*l.* and Interest amounted to 1600*l.* and upwards, she the said *E.P.* agreed to transfer the Mortgage unto him the said *W.N.* upon the Payment of the Principal Money and Interest; and thereupon he the said *W.N.* paid unto the said *E.P.* the Sum of 1000*l.* and was preparing to pay the Remainder in Expectation of such Transfer of the said Mortgages to be made to him, but before any further Sum of Money was paid, *J.B.* Serjeant at Law gave Notice to the said *W.N.* that the said *W.J.* before such Time as he made such Mortgage unto the said *E.P.* had by Lease and Release granted and conveyed unto *W.D.* and *P.F.* the absolute Inheritance of the Premises, in Trust to be sold to reimburse the said *J.B.* divers great Sums of Money which he had paid for the said *W.J.* towards Satisfaction of a Debt of 1500*l.* or thereabouts, due to his present Majesty for the said *W.J.* for stamped Paper and Parchment whilst he was a Distributor thereof, and in Trust to pay the Remainder of the said Debt to his Majesty, and to indemnify the said *J.B.* from the same, as he was one of the said *W.J.*'s Sureties to the Crown; and that there was but little of the said original Mortgage Monies of 400*l.* due and owing unto the said *E.P.* at the Time of the said *W.J.*'s Conveyance to the said *W.D.* and *P.F.* whereupon the said *W.N.* desisted from making any further Payments to the said *E.P.* and is, as he hoped, intitled to have the said 1000*l.* repaid unto him by the said *E.P.* or upon Payment of the Residue of the said mortgaged Money and Interest, ought to have a good Title transferred unto him of and in the said mortgaged Premises: **Now know ye,** that the said *W.N.* for divers good Causes and Considerations him thereunto moving, **hath** given, granted and assigned, and by, &c. **Doth,** &c. unto the said *J.B.* his, &c. the said 1000*l.* and all his the said *W.N.*'s Right, Title, Interest, Claim and Demand whatsoever at Law and in Equity of, in and unto the same, and of, in and unto the said mortgaged Premises, by Reason of the Payment thereof

as aforesaid, and all Receipts and Vouchers relating to the Payment of the said 1000*l.* And the said *W. N.* doth hereby authorize and empower the said *J. B.* his, &c. to apply the said 1000*l.* as he and they shall think fit, and to use the Name of the said *W. N.* in any Action or Actions, Suit or Suits, at Law or Equity for the Recovery or Application of the said 1000*l.* and to stand in Aid, Place and Stead, for and in Respect thereof, and of the said mortgaged Premises; and to release, acquit and discharge the said *E. P.* her, &c. of and from the Receipt of the said 1000*l.* when and as he and they shall think fit; and to do all other Acts in the Name of the said *W. N.* touching or concerning the Premises as he himself might lawfully do. In Witness, &c.

An Assignment of Money due for Freight of a Ship.

T*D* all, &c. *J. M.* &c. sends Greeting. **Know ye,** That in Consideration of the Sum of, &c. to the said *J. M.* in Hand, &c. at, &c. by *C. S.* of, &c. the Receipt, &c. **He** the said *J. M.* hath granted, sold, assigned and set over, and **Doth** hereby grant, &c. unto the said *C. S.* **The** one full and equal 32d Part of all such Sum and Sums of Money which are remaining due and owing from all and any Person and Persons, for and on Account of the Ship *S.* Burthen about — Tuns, *M. G.* late Master, for the Freight, Hire or Service of the said Ship, or otherwise howsoever, and payable and belonging to the said *J. M.* for the 32d Part of the said Ship whereof he was Owner at the Time of the Sale thereof, and all his Right, Title, Property, Interest, Claim and Demand, of, in and to the same, and every Part thereof; **To have,** hold, receive and enjoy the same unto the said *C. S.* his, &c. to his and their own proper Use and Uses, without any Account thereof to be made or given; **And** for the better Recovery, &c. (*Letter of Attorney, and Covenant for peaceable Enjoyment.*) In Witness, &c.

Or it may be thus :

T*D* all, &c. *S.* &c. Master of the Ship *E.* sends Greeting. **Whereas** the several Sums of Money hereafter mentioned are standing out, and due and owing on Account of Freight for Goods imported in the said Ship, in her late Voyage from *F. viz.* From *T. K.* the Sum of, &c. **Now know ye,** that to the Intent *J. &c.* Part-Owner of the said Ship, may the better recover and receive the said several Sums of Money so standing out and owing as aforesaid, for the Use of himself and the rest of the Part-Owners of the said Ship, and in Consideration of 5*l.* to the said *S.* in Hand, &c. the Receipt, &c. **He** the said *S.* **Doth** hereby assign, transfer and set over unto the said *J.* **The** said before mentioned Sums of Money due and owing as aforesaid, and all his Right, Title, Interest, Property, Benefit, Claim and Demand of, in and to the same, and every of them; **To have,** hold and receive the same, and every of them, unto the said *J.* his, &c. for the Use of himself and the rest of the Part-Owners of the said Ship as aforesaid: **And** the better to enable the said *J. &c.*

Or thus :

T*D* all, &c. *R. J.* Master of the good Ship or Vessel called the *N.* Burthen, &c. sends Greeting. **Whereas** the said *R.* by a Writing or Charter-Party, dated, &c. hath let to Freight unto *J. N. G. M. E. H.* and *R. M.* of *London,* Merchants, the several Parts of the said Ship's Tunnage, by them respectively subscribed and mentioned in the Schedule or Indorsement thereon, for a Voyage to *A.* and back to *London,* at the Rate of — *l.* per Tun for Freight, as thereby may appear: **Now know ye,** &c. (*ut supra.*)

Assignment of Part in a Sum of Money subscribed for Exchequer Bills.

T*HIS* Writing indented, made, &c. between *A.* &c. of the one Part, and *B.* &c. of the other Part. **Whereas** the said *A.* hath subscribed 5000*l.* for Payment of the Sum towards the circulating of Exchequer Bills, according to a certain Writing indented, or Contract being for that Purpose made with the Right Honourable the Lords Commissioners of his Majesty's Treasury, dated at the Treasury Chamber the — **Now these Presents witness,** that the said *A.* for and in Consideration of the Sum of 8*s.* of, &c. to him in Hand paid at, &c. by the said *B.* the Receipt, &c. **Hath** assigned and transferred, and by, &c. **Doth,** &c. unto the said *B.* and his Assigns, to his and their own proper Use, **The** Sum of 1000*l.* Part of the said 5000*l.* by him the said *A.* subscribed as aforesaid; and all such

such Sums of Money, and other Benefit, Profit and Advantage whatsoever, which shall or may arise or become due for or by Reason or in Respect of the said 1000*l.* upon or by Virtue of the said Contract or Subscription, or otherwise, and all his Right, &c. in and to the same, and subject to the several Articles, Agreements and Provisoos therein contained on the Part of the said *A.* in Respect of the said 1000*l.* to be performed: **And** the said *A.* doth hereby fully authorize him the said *B.* his, &c. to do and perform all Things in Order to the Recovery or Receipt, and all Benefit and Advantage by or in Respect of the said 1000*l.* to his and their own proper Use and Benefit, as fully and amply in every Respect as he the said *A.* might or could do if he were personally present; **And** he the said *A.* for himself, &c. doth covenant, &c. to and with the said *B.* his, &c. in Manner following, *viz.* That he the said *A.* his, &c. shall and will at any Time or Times hereafter, at the Request, Costs and Charges of the said *B.* his, &c. do, or procure to be done, any further Act or Acts for the better Assigning his Right and Property in and to the said 1000*l.* and enabling the said *B.* and his Assigns to recover and receive all Benefit and Advantage by or in Respect of the said 1000*l.* as aforesaid, as shall be reasonably required: **And** the said *B.* for himself, his, &c. doth covenant, &c. to and with the said *A.* his, &c. that the said *B.* his, &c. shall and will duly pay or cause to be paid the said Sum of 1000*l.* Part of the said 5000*l.* subscribed by the said *A.* as aforesaid, at such Times and in such Manner as the same or any Part thereof shall be required or demanded, according to the true Intent and Meaning of the said recited Writing, indented with the said Conditions of the Treasury, and thereof and therefrom, and of and from all Actions, Suits, Payments, Costs, Troubles and Damages by Reason thereof, shall and will at all Times hereafter save and keep harmless and indemnified the said *A.* his, &c. and his and their Lands, Tenements, Goods and Chattels and every of them. **In Witness, &c.**

An Assignment of Monies due upon Account.

KNOW, &c. That I *A. B.* of, &c. in Consideration of the Sum of — *l.* of, &c. to me in Hand paid by *C. D.* of, &c. **Do** hereby assign and set over unto the said *C. D.* to his own proper Use, without any Account to be given for the same, **The** Sum of — *l.* and all other Sum and Sums of Money as are remaining due and payable upon or by Virtue of the annexed Account, and all my Right, Title, Interest and Demand in and to the same; **And** do give and grant unto the said *C. D.* full Power and Authority to demand and receive the same to his own Use, and upon Receipt thereof to give Discharges for the same, or any Part thereof: **And** I the said *A. B.* do hereby covenant and agree to and with the said *C. D.* the said Sum of — *l.* is justly due and owing, and that I have not received or discharged the same, or any Part thereof. **In Witness, &c.**

An Assignment of Interest of Money in Satisfaction of a Debt.

THIS Indenture, made, &c. **Between** *W. H.* of, &c. of the one Part, and *J. H.* of, &c. and *R. M.* of, &c. of the other Part. **Whereas** the said *W. H.* hath lately Premises sold. sold the, &c. formerly the Inheritance of *M.* his first Wife, and Mother of *G.* his Daughter, married lately to *T. H.* Esq; unto *R. N.* for the Sum of 13500*l.* **And whereas** Third Part of the Sum of 4500*l.* being the third Part of the said Purchase Money, is to be detained and Money de- kept in the Hands of the said *R. M.* until the said *G.* shall attain her Age of 21 Years, and tained on pay- confirm the said Sale, according as it is agreed in that Behalf, paying Interest for the said *J. H.* ing Interest to *J. H.* Sum unto the said *W. H.* after the Rate of, &c. **And whereas** the said *J. H.* by Recog- Recognisance nifance in the Nature of a Statute Staple, bearing Date, &c. became bound unto *M. R.* and for 700*l.* *A. K.* therein named, in the penal Sum of 1500*l.* defeasanced for the Payment of 700*l.* with Interest at 5*l.* per Cent. at, &c. or to such Effect; as by, &c. **And whereas** the said Agreement to *W. H.* is content, and has agreed that the Interest of the said Sum of 4500*l.* shall go for or assign. towards the Payment of the said Debt of the said *J. H.* upon the said Recognisance: **Now** Consideration. **these Presents witness,** that the said *W. H.* for and in Consideration aforesaid, and in Pursuance of the said Intention and Agreement, hath assigned, transferred, disposed and set Assignment. over, and, &c. unto the said *J. H.* and *R. M.* their Executors and Administrators, **All** the Interest Money that shall be due or payable for the said Sum of 4500*l.* until the said *G.* shall attain her Age of 21 Years: **And** the said *W. H.* for himself, his Executors and Administra- Appointment tors, doth hereby authorize, desire and appoint the said *R. N.* his Heirs, Executors and Ad- to pay the ministrators, to pay all such Interest Money unto the said *J. H.* and *R. M.* their, &c. **And** Money. it is hereby agreed and declared, and the said *W. H.* for himself, &c. doth hereby agree, that Receipts to be the Receipt or Acquittance of the said *J. H.* and *R. M.* their, &c. or any of them who shall good. receive any such Interest Money, shall be a good and sufficient Discharge for such Money for the

the said *R. M.* his, &c. to all Intents and Purposes, as if the said *W. H.* his, &c. or any of them, had given such Receipt or Acquittance: **And it is hereby agreed and declared,** and the true Intent and Meaning of these Presents and the Parties to the same is, that this present Assignment of the said Interest Money is and shall be upon this special Trust and Confidence, that they the said *J. H.* and *R. M.* their, &c. shall employ or apply the said Interest Money which they, or any of them, shall receive for or towards the Paying or Satisfying the said Sum of 700*l.* and all Interest that after the Date hereof shall be due for the same. **In Witness, &c.**

XXXI. Of Mortgages.

Assignment of a Mortgage in Fee by Mortgagee, and a Confirmation by Mortgagor in Consideration of a further Sum lent by the second Mortgagee.

By Indorsement on the Release.

Recital of the Non-payment of Mortgage Money.

Mortgagee's Want thereof,

and Assignee to advance and pay him the same,

and lend a further Sum.

Consideration.

Habendum in Fee.

Subject to the Proviso for Redemption.

Covenant that Assignor has done no Act to incumber.

Further Consideration of a fresh Sum lent by Assignee.

Whereas the within named *A. B.* hath not paid to the within named *C. D.* the Sum of 1150*l.* secured by the within recited Indentures of Lease and Release on the said Messuage, Lands, Hereditaments and Premises within mentioned and comprised, nor the said Sum of 150*l.* secured by the above Indorsement on the same Premises, whereby the Estate and Interest of the said *C. D.* of and in the same Premises is become absolute in Law: **And whereas** the said *C. D.* having Occasion for his said Money secured on the said Premises, and *R. B.* of — in the County of *B. Gent.* hath at the Desire and Request of the said *A. B.* agreed to advance and pay to the said *C. D.* his said two Principal Sums of 1150*l.* and 150*l.* and also — due on the Day of the Date hereof for the Interest of the same, and to accept and take an Assignment of the said Messuage, Lands, Hereditaments and Premises, and of all the Estate, Right, Title, Interest and Inheritance of him the said *C. D.* of and in the same Messuage, Lands, Hereditaments and Premises, and of the within recited Indentures of Lease and Release, and hath also agreed to advance and lend unto the said *A. B.* on a Security of the same Premises, the further Sum of 150*l.* making together the Sum of — **Now know all Men by these Presents,** that the said *C. D.* for and in Consideration of the Sum of — to him in Hand paid by the said *R. B.* at or before the Sealing and Delivery hereof, by the Consent, Direction and Appointment of the said *A. B.* testified by his being a Party to and Executing these Presents, the Receipt whereof he the said *C. D.* doth hereby acknowledge, **hath** by the like Consent, Direction and Appointment of the said *A. B.* testified as aforesaid, bargained, sold, assigned, transferred and set over, and by these Presents **Doth** bargain, sell, assign, transfer and set over, and the said *A. B.* doth hereby ratify, assure and confirm (testified as aforesaid) unto the said *R. B.* his Executors, Administrators and Assigns, **All** and singular the within mentioned Messuage, Lands, Hereditaments and Premises, and all the Estate, Right, Title, Inheritance, Interest, Claim and Demand whatsoever of him the said *C. D.* and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises to him granted and released, and also the within recited Indentures of Lease and Release, and all other Deeds and Writings relating to the said Premises in his Custody or Possession, or which he can come by without Suit in Law or in Equity; **To have and to hold** the said Messuage, Lands, Hereditaments and Premises above mentioned to be hereby assigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *R. B.* his Heirs and Assigns for ever, to the only proper Use and Behoof of the said *R. B.* his Heirs and Assigns for ever; **Subject nevertheless** to the Proviso or Condition within and herein after contained for making void the same: **And** the said *C. D.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *R. B.* his Executors, Administrators and Assigns, that he the said *C. D.* hath not at any Time or Times heretofore made, done, committed or suffered any Act, Matter, Deed or Thing whatsoever, whereby or by Means whereof the said recited Indenture of Mortgage and Premises thereby granted and released, or any Part thereof, is, are, shall or may be any ways impeached or incumbered in Title, Charge, Estate, or otherwise howsoever. **And** the said *A. B.* for and in Consideration of the further Sum of 150*l.* to him advanced, lent and in Hand paid by the said *R. B.* at and before the Sealing and Delivery of these Presents, the Receipt whereof he doth hereby acknowledge, and thereof doth acquit, release and discharge the said *R. B.* his Executors, Administrators and Assigns, **hath** granted, bargained, sold, released, ratified and confirmed, and by these Presents **Doth** grant, bargain, sell, release, ratify and confirm unto the said *R. B.* his Heirs, Executors, Administrators and Assigns, all and singular the said within

within mentioned Messuage, Lands, Hereditaments and Premises; **To hold** unto the said R. B. his Heirs and Assigns, to the Use and Behoof of the said R. B. his Heirs and Assigns for ever; **And** also for himself, his Heirs and Assigns, doth covenant, promise, grant and agree to and with the said R. B. his Heirs, Executors, Administrators and Assigns by these Presents, that all and singular the said Messuage, Lands, Hereditaments and Premises mentioned and comprised in the within recited Indentures of Lease and Release, shall from henceforth stand, remain and be charged and chargeable with and be a Security to the said R. B. his Executors, Administrators and Assigns, as well for the Payment of the said Sum of — so by him paid to the said C. D. as also of the said Sum of 150*l.* now advanced and lent to the said A. B. with lawful Interest for the same, and shall not be redeemed or redeemable until as well the said Sum of — as also the said Sum of 150*l.* making together the Sum of — and lawful Interest for the same, shall be fully paid and satisfied unto the said R. B. his Executors, Administrators or Assigns. **And** the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree to and with the said R. B. his Executors, Administrators and Assigns by these Presents, that he the said A. B. his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said R. B. his Executors, Administrators or Assigns, the said Sum of — secured or intended to be hereby secured on the said Premises, with lawful Interest for the same, on the — Day of — next ensuing, without any Deduction or Abatement whatsoever; **And** also that he the said A. B. hath not at any Time or Times heretofore made, done, committed or suffered any Act, Matter, Deed or Thing whatsoever, except the within recited Indentures of Lease and Release, whereby or by Means whereof the said Premises within granted and released is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever; **Provided always**, and these Presents are upon this Condition nevertheless, that if the said A. B. his Heirs or Assigns, shall and do well and truly pay or cause to be paid unto the said R. B. his Executors, Administrators or Assigns, the said Sum of — with lawful Interest for the same on the — Day of — next ensuing the Date hereof, without any Deduction or Abatement whatsoever for or on Account of any Taxes or otherwise, that then the within recited Indentures of Lease and Release, and these Presents, shall from thenceforth be void and of no Effect; any Thing therein and herein contained to the contrary notwithstanding. **In Witness** whereof, &c.

Covenant that the Premises shall remain as a Security for both Sums.

Covenant for Payment of the Money,

that he hath done no Act to incumber.

Proviso.

An Assignment of a (a) Mortgage of a Term of Years.

THIS Indenture, made, &c. **Between** J. F. of — of the one Part, and R. C. of — of the other Part. **Whereas** F. J. by his Indenture bearing Date the — (and so recite the Mortgage) as in and by the said Indenture, Reference being thereunto had, may more fully appear; which said Sum of — or any Part thereof, was not paid or tendered to or for the said J. F. at the Day in the Proviso of Redemption limited for Payment thereof, and yet remaineth unpaid, by Reason whereof the said Messuage and other Premises, and the whole Estate, Right, Title and Interest of the said F. J. in and to the same, became forfeited unto the said J. F. and he thereby was and now is lawfully interested and possessed in and of the said Premises, and of and in every Part thereof, during the Residue of the Term of Years which then were and now are to come and unexpired, in and by the said Indenture of Demise above mentioned granted to the said F. J. **Now this Indenture witnesseth**, that the said F. J. for and in Consideration of the Sum of — to him in Hand paid, the Receipt, &c. **Hath, &c. All** the said Messuage, Tenement and Premises, with the Appurtenances whatsoever, in and by the said Indenture of Demise granted to the said J. F. as aforesaid; and also all the Estate, &c. — by Virtue of the said recited Indenture of Mortgage or Assignment above recited, or of any Thing therein mentioned or contained, together with the said Indenture of Mortgage or Demise aforesaid, and all other Writings relating to or concerning the same; **To have and to hold, &c.** by Force and Virtue of the said recited Indenture of Lease, or the said Indenture of Mortgage aforesaid, or either of them, or any Thing therein mentioned or expressed, or otherwise howsoever. (*Add a Covenant for Discharge of Incumbrances, &c.*) **In Witness, &c.**

Recital of the Mortgage.

(a) Note; Nothing will pass under such Assignment if the Assignor be not in Possession, unless it be executed on the Premises.

An Assignment of a Mortgage, with a fresh Demise.

THIS Indenture Tripartite, made, &c. Between L. T. of, &c. Widow, the only Daughter and Heir of J. T. late of, &c. Widow deceased, which said J. T. was the only surviving Sister and Heir of T. B. of, &c. deceased, of the first Part, F. M. of, &c. Coach Harness-maker, of the second Part, and E. B. of, &c. Widow, of the third Part.

Whereas by Indenture bearing Date, &c. made between the said L. T. of the one Part, and the said F. M. of the other Part, the said L. T. for the Considerations therein mentioned, did demise, grant, bargain and sell unto the said F. M. his Executors, Administrators and Assigns, all that Messuage or Tenement, with the Appurtenances, situate, &c. heretofore in the Tenure or Occupation of E. P. Sadler, afterwards of M. D. and then in the Tenure or Occupation of M. H. **And also** that other Messuage or Tenement, with the Appurtenances situate, &c. heretofore in the Tenure or Occupation of, &c. together with the Ground and Soil whereon the same Messuage then stood, and also all and singular the Houses, Edifices, Buildings, Sheds, Shops, Stalls, Cellars, Sollars, Chambers, Rooms, Yards, Backsides, Waters, Water-courses, Lights, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Messuages or Tenements, or either of them, belonging or in any wise appertaining, or to or with the same then, or at any time theretofore, demised, letten, used, occupied or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member of them, or either of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and all yearly and other Profits of all and singular the said Premises; **To hold** to the said F. M. his Executors, Administrators and Assigns, from, &c. last past, before the Date of the same Indenture, for and during and unto the full End and Term of 1000 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, **Under** a Proviso or Condition nevertheless, to be void on the said L. T. her Heirs, Executors, Administrators or Assigns, paying to the said F. M. his Executors, Administrators or Assigns, the Sum of, &c. on, &c. then next ensuing, without any Deduction for Taxes or other Impositions whatsoever, which said Money was not paid according to the said Proviso or Condition, whereby the said Term became absolute in the Law: **And whereas** there is now due and owing upon the said Mortgage to the said F. M. for Principal and Interest the Sum of, &c. **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of, &c. of lawful, &c. to the said F. M. in Hand paid by the said E. B. at or before the Sealing and Delivery of these Presents, by the Direction and Appointment of the said L. T. testified by her being a Party, and her Signing and Sealing to these Presents, and of the further Sum of, &c. of like lawful Money to the said L. T. in Hand also paid by the said E. B. at or before the Sealing and Delivery of these Presents, the several and respective Receipts of which said several Sums of, &c. they the said F. M. and L. T. do hereby respectively acknowledge, and thereof and therefrom, and from every Part and Parcel thereof, do, and either of them doth, clearly and absolutely acquit, release and discharge the said E. B. her Executors, Administrators and Assigns, and every of them for ever by these Presents, the said F. M. at the Desire and Request, and by and with the Consent, Direction and Appointment of the said L. T. and also the said L. T. **Have**, and each of them **hath** bargained, sold and assigned, and by these Presents do, and each of them doth bargain, sell and assign unto the said E. B. her Executors, Administrators and Assigns, all those said two Messuages or Tenements, and all and singular other the Premises, in or by the said recited Indenture demised or intended to be demised by the said L. T. to the said F. M. as aforesaid, with their and every of their Members and Appurtenances, and also all the Estate, Right, Title, Term of Years, Possession, Property, Claim and Demand whatsoever, of them the said L. T. and F. M. or either of them, of, in, to or out of the said hereby bargained or assigned Premises, or any Part thereof in any wise howsoever, together with the said recited Indenture of Demise; **To have and to hold** the said Messuages or Tenements, and all and singular other the Premises herein before mentioned, or intended to be hereby bargained, sold or assigned, with their and every of their Appurtenances, unto the said E. B. her Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue yet to come and unexpired, of the said Term of 1000 Years in and by the said recited Indenture of Demise granted, yet to come and unexpired.

And the said L. T. for the Considerations aforesaid, doth hereby for herself, her, Heirs, Executors and Administrators, remise, release, and for ever quit Claim unto the said E. B. her Executors, Administrators and Assigns, the said Proviso or Condition contained in the said recited Indenture of Demise, and all her Right, Title, Power and Equity of Redemption, of, in or to the said bargained and assigned Premises, or any Part thereof, by Virtue of the said recited

Recital of the Mortgage.

The Premises.

The Habendum for 1000 Years without Impeachment of Waste. Proviso to be void on Payment of the Mortgage Money.

Assignment of the above recited Mortgage.

Habendum for the Remainder of the 1000 Years.

Release of the Equity of Redemption.

recited Indenture of Demise, or the said Proviso or Condition therein contained, or otherwise howsoever; subject nevertheless to the Proviso or Agreement herein after contained for the Assignment of the same Premises. **And** the said *F. M.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *E. B.* her Executors, Administrators and Assigns by these Presents, that he the said *F. M.* hath not at any Time or Times made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the said hereby bargained and assigned Premises, or any Part thereof, is, are, shall or may be charged or impeached in Title, Charge, Estate, or otherwise howsoever. **And whereas** the said *L. T.* as Administratrix to the said *J. T.* her Mother, or by Virtue of the Will of her late Grand-mother *A. M.* deceased, or otherwise, is legally intitled to a Messuage or Tenement situate, &c. and two other Houses lying behind the same, now or late in the Tenures or Occupation of, &c. held under the Mayor and Commonalty and Citizens of *London*, and being Parcel of the Lands and Tenements within the Account of the Masters or Wardens of *London Bridge*, for the Remainder of a Term, whereof two Years will be to come at, &c. next, at the yearly Rent of, &c. payable Quarterly: **And whereas** the said *L. T.* hath lately agreed with the said Mayor and Commonalty and Citizens of *London*, for a new Lease to be granted to her, of the said three last mentioned Messuages or Tenements for, &c. to commence from the Expiration of the present Lease thereof, at the yearly Rent of, &c. free from Taxes, payable also Quarterly, but the said new Lease is not as yet made: **Now this Indenture further witnesseth**, that the said *L. T.* for the Considerations aforesaid, hath demised and to Farm let, and by these Presents doth demise and to Farm let unto the said *E. B.* the said three last mentioned Messuages or Tenements, with their Appurtenances, situate, &c. and all Ways, Passages, Yards, Lights, Easements, Privileges, Advantages and Appurtenances whatsoever, to the same or any of them belonging; **To have and to hold** to the said *E. B.* her Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the Term of Years in the Lease, whereby the same are now held, yet to come and unexpired, at and under the yearly Rent of one Pepper-Corn only payable at *Michaelmas* yearly, during the Remainder of the said Term to the said *L. T.* her Executors, Administrators or Assigns; *subject nevertheless* to the Proviso or Condition herein after contained. **And further**, the said *L. T.* for the Considerations aforesaid, doth hereby for herself, her Heirs, Executors and Administrators, covenant and promise to and with the said *E. B.* her Executors, Administrators and Assigns, that she the said *L. T.* shall and will within one Month next ensuing the Date of these Presents, pay to the said Mayor and Commonalty and Citizens the Sum of, &c. of lawful, &c. being the Money agreed to be paid by her as a Fine for the said new Lease; **And that** she will within the Space of one Month procure the said new Lease to be made, and passed under the Seal of the said Mayor and Commonalty and Citizens in the usual Form, and delivered to the said *E. B.* her Executors, Administrators or Assigns, and that she will also within the same Time, at her Charge, in due Form of Law, by Indenture under Hand and Seal to bear Date the next Day after the Date of the said new Lease, Demise the said three last mentioned Messuages or Tenements, with their Appurtenances, to the said *E. B.* her Executors, Administrators and Assigns, for all the said Term of, &c. which shall be granted by the said new Lease, at the yearly Rent of a Pepper-Corn only payable to the said *L. T.* her Executors, Administrators and Assigns at *Michaelmas*, yearly during the said Term (if lawfully demanded) **Under** the like Proviso or Condition for making void such Demise as is herein after contained, for making void the Demise hereby made of the said three Messuages or Tenements for the Remainder of the Term yet to come in the present Lease thereof, (that is to say,) **Provided** always, and the said *E. B.* for herself, her Executors, Administrators and Assigns, doth hereby covenant, promise and agree to and with the said *L. T.* her Executors, Administrators and Assigns, that if the said *L. T.* her Heirs, Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the said *E. B.* her Executors, Administrators or Assigns, the Sum of, &c. without any Deduction, Defalcation or Abatement of or for any Manner of Taxes, Assessments, Charges or Impositions whatsoever, by Authority of Parliament or otherwise howsoever, that then and from thenceforth the said Demise hereby made of the said three last mentioned Messuages or Tenements, with their Appurtenances, and also the Demise herein before agreed and intended to be made of the same after the obtaining such new Lease thereof as aforesaid, shall cease, determine and become and be utterly void and of none Effect, to all Intents and Purposes whatsoever; any Thing herein contained, or in such other Demise to be contained, in any wise notwithstanding. **And that** upon or at any Time after such Payment shall be made as aforesaid, she the said *E. B.* her Executors, Administrators or Assigns, shall and will upon the Request, and at the Charge of the said *L. T.* her Heirs or Assigns, surrender or release, to her and them the said two first above mentioned Messuages or

Covenant that the Premises are free from Incumbrances.

Demise of other Premises held by Lease under the Mayor, &c. of *London*.

Habendum for the Residue of the Term.

Covenant to pay the Fine for renewing the Lease.

And to procure such new Lease to be made.

And to demise the same, &c.

Proviso that upon Payment of a Sum of Money, this present Demise to be void.

Covenant to re assign.

Te-

Covenant to
pay the Mo-
ney.

Covenant, that
that the above
recited Demise
is a good De-
mise in Law.

Covenant for
quiet Enjoy-
ment, &c.
in Default of
Payment.

Covenant in
case of Breach
or Default in
the Proviso or
Condition, to
make such
farther As-
surance, &c.

Covenant for
quiet Enjoy-
ment till
Breach, &c.

Tenements, with their Appurtenances, or otherwise assign the same, and all the Estate and Interest of the said *E. B.* her Executors, Administrators or Assigns, of, in, to or out of the same, to such Person or Persons as she the said *L. T.* her Heirs or Assigns shall direct or appoint, freed and discharged from all Incumbrances, by, from or under the said *E. B.* her Executors, Administrators or Assigns, or any of them. **And** the said *L. T.* for herself, her Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *E. B.* her Executors, Administrators and Assigns, by these Presents, in Manner following; (that is to say,) that she the said *L. T.* her Heirs, Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said *E. B.* the said Sum of, &c. of good, &c. on the Day for the Payment thereof in the Proviso or Condition herein above contained limited and expressed, according to the true Intent and Meaning of the said Proviso or Condition without any Deduction or Abatement whatsoever, as aforesaid; **And** that the said recited Indenture of Demise is a good and sufficient Demise in the Law, of and for the Premises, with their Appurtenances therein mentioned to be demised, for all the Residue of the said Term of one thousand Years thereby granted, and now is and standeth in full Force and Virtue; **And** that she the said *E. B.* her Executors, Administrators and Assigns, in case any Default shall be made in Payment of the said Money, or any Part thereof, contrary to the Proviso or Condition aforesaid, and the true Intent and Meaning hereof, shall and lawfully may at all Times afterwards peaceably and quietly have, hold, use, occupy, possess and enjoy, all and singular the said hereby assigned and demised Premises, with the Appurtenances, and every Part and Parcel thereof respectively, and receive and take the Rents, Issues and Profits thereof, respectively to her and their own proper Use and Uses, during all the Rest and Residue which shall be then respectively to come and unexpired of the said Term of 1000 Years, by the said recited Indenture of Demise granted, and of the Term granted by the Lease, under which the said last three mentioned Messuages or Tenements are held, without any Let, Suit, Trouble, Disturbance, Eviction, Expulsion, Condition, Claim or Demand whatsoever, of or by the said *L. T.* her Heirs or Assigns, or any other Person or Persons whatsoever; **And** that she the said *L. T.* and her Heirs, and all and every other Person or Persons having, claiming or deriving, or which shall or may have, claim or derive any manner of Estate, Right, Title or Inheritance of, in, to or out of the said hereby assigned or demised Premises respectively, or any Part or Parcel thereof, shall and will from Time to Time, and at all Times from and after Breach or Default shall be made in the Proviso or Condition aforesaid, upon the reasonable Request, and at the proper Costs and Charges in the Law of the said *E. B.* her Executors, Administrators or Assigns, make, do, acknowledge, levy, execute and suffer, or cause and procure to be made, done, acknowledged, levied, executed and suffered, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Deeds, Grants, Releases, Conveyances and Assurances in the Law whatsoever, for the further, more perfect and absolute conveying, assuring, corroborating and confirming of the said hereby assigned and demised Premises respectively, with their Appurtenances, unto the said *E. B.* her Executors, Administrators or Assigns, for and during all the Residue and Remainder of the said several Terms, which shall be then to come and unexpired, of and in the said Premises respectively, as by the said *E. B.* her Executors, Administrators or Assigns, or her or their Counsel learned in the Law, shall be reasonably devised, advised or required. **And** the said *E. B.* for herself, her Executors, Administrators and Assigns, doth hereby covenant and promise to and with the said *L. T.* her Heirs and Assigns, that she the said *L. T.* her Heirs, Executors, Administrators and Assigns, shall or may peaceably and quietly hold and enjoy the said Messuages or Tenements and Premises, and receive and take the Rents and Profits thereof, to her and their own proper Use and Behoof until some Breach or Default shall be made in the Proviso or Condition aforesaid, without any Account to be made or given for or concerning the same, to the said *E. B.* her Executors, Administrators or Assigns. **In Witness, &c.**

An Assignment of a Mortgage for a Term of Years by way of Indorsement, and of a Bond for Payment of the Mortgage Money, and for Performance of Covenants, with a Letter of Attorney.

KNOW all Men by these Presents, That I the within named *S. C.* in Consideration of — of lawful Money of *Great Britain* to me in Hand paid by *T. B.* of — the Receipt, &c. and for divers other good Causes and Considerations me hereunto especially moving, **Have** bargained, &c. and by these Presents **Do**, &c. unto the said *T. B.* his Executors, Administrators and Assigns, **All**, &c. the within Indenture of Demise, and Premises thereby granted and demised, or mentioned or intended so to be, and every Part thereof, with the Appurtenances; and all my Estate, Right, Title, Interest, Term of Years to come, Pro-

Property, Claim and Demand whatsoever, either in Law or Equity, of, in or to the same, or any Part thereof; **And also** one Bond or Obligation bearing equal Date with the within Indenture, whereby the within named *T. C.* became bound to me in the penal Sum of — conditioned for the Payment of — within mentioned, and for the true Performance of the several Covenants in the within Indenture mentioned, and all and every Sum and Sums of Money due, or to grow due thereon; **To have and to hold** the said several, &c. and Premises, by the within Indenture granted and demised, with their Appurtenances, unto the said *T. B.* his Executors, Administrators and Assigns from henceforth, for and during the Residue and Remainder now to come and unexpired of the within Term of — Years, subject to the Proviso within contained; and to have, receive and take all and every Sum and Sums of Money due, or to grow due upon the said Bond to the said *T. B.* his Executors, Administrators and Assigns, to his and their own proper Use and Behoof: **And I** the said *S. C.* do hereby make the said *T. B.* his Executors, Administrators and Assigns, my true and lawful Attorney and Attornies, &c. (*as in the Letter of Attorney in the Assignment of a Bond*). **And I** the said *S. C.* do hereby for myself, my Heirs, Executors and Administrators, covenant, &c. (*That the mortgaged Premises are not incumbered, &c. Vide Tit. Covenants.*) **In Witness, &c.**

An Assignment of an Assignment (by way of Mortgage) of a Lease, to the Assignee of the Equity of Redemption on Payment of the Mortgage Money.

THIS Indenture, made, &c. **Between** *A. P.* of — of the one Part, and *J. S.* of — of the other Part. **Whereas, &c.** (*Recital of a Lease to T. W. for Years, and of an Assignment of a Lease by way of Mortgage from T. W. to J. K. And of another Assignment Tripartite, by way of Mortgage from the said J. K. by the Direction and Confirmation of the said T. W. of the said Lease to A. P. Vide Tit. Recitals.*) **And whereas** the said Principal Sum of — secured by the said recited Indenture *Tripartite* unto the said *A. P.* has not been paid, and the same, together with the Sum of — for the Interest thereof, (making together the Sum of —) now remains due and owing to her the said *A. P.* by Virtue of the before recited Indenture of Assignment or Mortgage so made to her as aforesaid: **And whereas** by Virtue of one or more good and sufficient Assignments and other good Assurances in Law, she the said *J. S.* is now legally intitled to the said recited Indenture of Lease, and the said — and Premises thereby demised, for the now Residue of the said Term of — Years thereby assigned; *Subject nevertheless* to the Rents and Covenants therein reserved, and also subject to the Payment unto the said *A. P.* of the said — so now due to her for Principal and Interest Money, by Virtue of the said recited Indenture of Assignment or Mortgage so made to her as aforesaid: **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of — of lawful Money of *Great Britain*, unto the said *A. P.* in Hand well and truly paid by the said *J. S.* at or before the Sealing and Delivery of these Presents, in full Satisfaction and Discharge of all Principal and Interest Monies whatsoever now due to her the said *A. P.* by Virtue of the said recited Indenture of Assignment or Mortgage so made to her as aforesaid, the Receipt, &c. she the said *A. P.* **hath** bargained, sold, assigned, transferred and set over, and by these Presents **Doth** bargain, &c. unto the said *J. S.* her Executors, Administrators and Assigns, the said herein before recited Indenture of Lease, and the said — (*the Parcels*), and all and singular other the Premises which in and by the said Indenture *Tripartite* of Assignment or Mortgage were assigned and ratified unto her the said *A. P.* as aforesaid, or mentioned or intended so to be, with their Appurtenances; and all the Estate, Right, Title, Interest, Term of Years to come, Property, Claim and Demand whatsoever, both in Law and Equity, of her the said *A. P.* or of any Person or Persons in Trust for her, of, in, to or out of the said hereby assigned — and other the Premises, by Virtue of the said recited Indenture of Lease and Indenture *Tripartite* of Assignment or Mortgage thereof, or either of them, or otherwise howsoever, together with the same Indentures, and all and every other the Deeds, Evidences and Writings touching or concerning the same Premises which she the said *A. P.* now hath in her Custody or Power, or can come by without Suit in Law or Equity; **To have and to hold** the said — (*the Parcels*), and all and singular other the Premises herein before mentioned, and intended to be hereby assigned, with their Appurtenances, unto the said *J. S.* her Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of — Years by the said Indenture of Lease granted, which is now to come and unexpired; **Subject nevertheless** to the Rents and Covenants in the said recited Indenture of Lease reserved and contained, and which from henceforth on the Lessees Part are or ought to be paid and performed. (*Covenant added that the Assignor has not done any Thing to incumber the Premises. Vide Tit. Covenants.*) **In Witness, &c.**

Assignment from an Administratrix (of her late Husband, Father and Mother, of a mortgaged Estate made by T. F. Esq; to the Father and Mother above 50 Years since) to a Purchaser thereof.

THIS Indenture, &c. Between E. C. of, &c. (Administratrix of W. C. late of, &c. deceased, and of J. his Wife, who survived her said Husband, with the Wills annexed of the said W. C. and J. and also Widow and Administratrix of W. C. late of, &c. deceased, who was Son and Heir of the said W. C. and also Son and Heir and Residuary Legatee of the said J. C. of the one Part, and P. R. of, &c. of the other Part. **Whereas** by Indenture of Demise or Mortgage, bearing Date, &c. made between T. F. then of, &c. of the one Part, and the said W. C. the Father, of the other Part, *The said T. F. for the Consideration therein mentioned, Did demise and grant unto the said W. C. the Father, All that Messuage, &c. And all that other Messuage, &c. To hold the said Premises unto the said W. C. the Father, his Executors, &c. from the Day of the Date of the Indenture now reciting, unto the full End and Term of 99 Years, without Impeachment of Waste, under a Proviso or Condition therein contained, for making void the same Indenture on Payment of the Sum of 100*l.* and Interest, at the Time therein mentioned and long since past: And* **whereas** by one other Indenture of Demise or Mortgage, bearing Date, &c. and made or mentioned to be made between the said T. F. (since deceased) of the one Part, and the said J. C. then of, &c. Widow, of the other Part, the said T. F. for the Considerations in the same Indenture mentioned, *Did demise and grant unto the said J. C. As well the said two Messuages, &c. situate as above, &c. as also all that other Messuage or Tenement cum pertinentiis, then in Possession of the said T. F. situate, &c. To hold the same Premises unto the said J. C. her Executors, &c. from the Day of the Date of the Indenture now reciting, for and during the full Term of 500 Years from thence next ensuing; Subject nevertheless to and under a Proviso in the same Indenture contained, that the Demise thereby made, and all former Leases, Estates and Securities thencefore made of the Premises to the said W. C. deceased, late Husband of the said J. C. by the said T. F. should be void on his Payment of the Sum of 700*l.* and Interest, to the said J. C. her Executors, Administrators and Assigns, at the several Times therein mentioned and long since past, as in and by the said several in Part recited Indentures of Mortgage (Relation being to them respectively had) more fully and at large may appear: And whereas* the said Sum of 700*l.* and Interest, so secured as aforesaid, not being paid; *They the said J. C. W. C. the Son and E. his Wife, some or one of them, having obtained legal Possession of the said three mortgaged Messuages or Tenements by the said T. F. demised as aforesaid, have quietly and peaceably held and enjoyed the same for 50 Years and upwards, and they, or some of them, have laid out at least the Sum of 500*l.* in Repairs, and lasting Improvements of the said Premises: And whereas* by Virtue of several Wills, Administrations, or otherwise, the said several recited Indentures of Demise or Mortgage, and three Messuages and Premises thereby respectively granted, are now become vested in the said E. C. for the Residue of the said several Terms of 99 Years and 500 Years, by the said Indentures of Demise respectively granted, and which are therein now to come and unexpired; (*Subject nevertheless to such Equity of Redemption, as the Heirs of the said T. F. can or may have therein on their Payment of all Principal and Interest Monies, due and to become due by Virtue of the said several recited Securities so made thereof as aforesaid*): **And** *whereas* the said P. R. hath contracted and agreed with the said E. C. for the absolute Purchase of all her the said E. C.'s Estate, Right, Title, Interest, Possession, Term of Years to come, and Equity of Redemption, of, in and to the said three Messuages, Burgages or Tenements and Premises, at and for the Sum of 650*l.* (*Subject nevertheless as herein before and after is mentioned*): **Now this Indenture witnesseth,** that for and in Consideration of the said Sum of 650*l.* of, &c. to the said E. C. in Hand, &c. (in full for the absolute Purchase of all the Estate, Right, Title, Interest, Term of Years and Equity of Redemption of her the said E. C. of, in and to the Premises as aforesaid) the Receipt of which said Sum of 650*l.* she the said E. C. doth hereby acknowledge, and thereof, &c. and for divers, &c. *She the said E. C. hath* granted, bargained, sold, assigned, transferred and set over, and by these Presents **Doth** grant, &c. unto the said P. R. his Executors, &c. **All** that, &c. (*mentioning the three Messuages, &c.*) and the Reversion, &c. and all the Estate, &c. by Virtue of the said recited Indentures of Demise, Wills and Administrations, any or either of them, or otherwise howsoever; together with the said two Indentures of Demise, and all other Deeds, Evidences and Writings whatsoever, touching or concerning the said Premises, which she the said E. C. hath in her Custody or Power, or can come by without Suit in Law or Equity, and together also with all Principal and Interest Monies whatsoever, now due and to become due by

Recitals, viz.
As to the
Mortgage to
the Father
of two Mes-
suages for 99
Years.

As to the se-
cond Mort-
gage to the
Mother of the
above two
Messuages,
and also of
another Mes-
suage.

As to the
Mortgage
Monies not
being paid,
and Possession
of Mortgagees
for 50 Years.
As to Mr. C.'s
now Title to
the Premises.

As to Mr. R.'s
Contract with
her for Pro-
bate thereof.

Considera-
tions.

Also the Mo-
nies.

by Virtue of the said recited Indentures of Mortgage, or either of them; and all Costs and Charges touching the same; **To have and to hold** the said three Messuages, &c. herein *Habendum* before mentioned and intended to be hereby assigned, with their and every of their Appurtenances, unto the said P. R. his Executors, Administrators and Assigns, from henceforth for *&c.* and during all the Rest and Residue of the said several Terms of 99 Years and 500 Years, by the said two several recited Indentures of Demise respectively granted, which are now to come and unexpired; **And to have**, hold, receive, take and enjoy the said hereby assigned *Habendum* Principal and Interest Monies, unto and to the Use of the said P. R. his Executors, Administrators and Assigns from henceforth, as and for his and their proper Monies for evermore, and that in as full, large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as she the said E. C. her Executors or Administrators, could or might or ought to have had, held, received or enjoyed the same, in case these Presents had not been made; (*Subject nevertheless* to such Right and Equity of Redemption, as the Heirs of the said Subject, &c.; *T. F.* can or may have therein on Payment of all Principal and Interest Monies, now due and to become due by Virtue of the said several recited Securities so made thereon as aforesaid, together with all Costs and Charges touching the same): **And** the said E. C. for herself, her Heirs, Executors and Administrators, and for every of them, doth hereby covenant, promise *viz.* and agree, to and with the said P. R. his Executors, &c. in Manner as follows, *viz.* that at the Time of the Sealing and Delivery of these Presents, there is justly and truly due and owing to her the said E. C. by Virtue of the said several recited Securities so made by the said *T. F.* *What is due;* to the said W. C. the Father, and J. C. as aforesaid, the several Principal Sums, amounting to the said Sum of 700*l.* and upwards, over and above all and every Sum and Sums of Money whatsoever, which she the said E. C. or the said W. C. her late Husband, and the said W. C. the Father, or the said J. his Wife, or any of them, have received by and out of the Rents and Profits of the said mortgaged Premises, or otherwise howsoever; **And** that the said *The Terms* hereby assigned several Terms of 99 Years and 500 Years, so granted of and in the said Premises as aforesaid, for so much thereof as are therein respectively now to come and unexpired, are good, valid and subsisting Terms and Estates in the Law, and not surrendered, forfeited or made voidable; **And also** that she the said E. C. now hath in herself good Right, full Power, and lawful and absolute Authority to grant, bargain, sell and assign the said three several Messuages, &c. unto the said C. R. his Executors, &c. in Manner and Form and subject as aforesaid; **And further**, &c. Interruption or Disturbance whatsoever of her the said E. C. *Peaceable* her Heirs, Executors, Administrators or Assigns, or of or by any other Person or Persons *Enjoyment;* whomsoever, claiming or to claim, by, from, under or in Trust for her or them, or by, from, under or in Trust for the said W. C. her late Husband, deceased, or the said W. C. the Father, and J. his Wife, deceased, or any or either of them; **And that** free, &c. Claims, *Free from* Demands and Incumbrances whatsoever, had, made, done, committed or suffered by her the *Incumbrances;* said E. C. W. C. her late Husband, W. C. the Father, and J. his Wife, any or either of them, or by any other Person or Persons whatsoever, claiming or to claim, by, from, under and in Trust for them, any or either of them; **And moreover**, that she the said E. C. her Heirs, Executors and Administrators, and all and every other Person and Persons whatsoever, *Further Assurance.* having or lawfully claiming, or which shall or may at any Time hereafter have or lawfully claim any Estate, Right, Title, Term or Interest, of, in or to the said hereby assigned Messuages, &c. or any Part thereof, by, from, under or in Trust for her or them, or by, from, under or in Trust for the said W. C. the Son, W. C. the Father, and J. his Wife, deceased, or any or either of them, shall and will from Time to Time and at all Times hereafter, during the Residue of the said several Terms of Years now to come therein upon the reasonable Request, &c.

Of a Mortgage Term of Years, in Trust for a Mortgagee in Fee, subject to the Redemption in his Mortgage, on his paying off the Mortgage for Years.

By Indorsement.

Tall, &c. the within named C. K. the Son, C. S. Son and Heir, and also Executor of the last Will and Testament of the within named J. S. deceased, the within named Sir J. R. F. M. of — Esq; and A. B. of — Gent. send Greeting. **Whereas** the said F. M. has at the Request and Desire of the said C. K. the Son, testified, &c. paid to the said C. S. Executor of the within named J. S. the within mentioned Principal Sum of, &c. and all Interest due for the same to the Day of the Date of these Presents, being paid by the said C. K. Party to these Presents: **Now know ye**, that for the Consideration aforesaid, and for the Consideration of the Sum of 5*s.* a-piece to the said C. K. Party hereto, C. S. and Sir J. R.

J. R. in Hand respectively paid by the said *A. B.* at or before, &c. the respective Receipts, &c. and for other good Causes, &c. he the said Sir *J. R.* at the Request of the said *C. K.* Party hereto, and by the Direction of the said *C. S.* and at the Nomination of the said *F. M.* testified by their Signing and Sealing, &c. **Hath** bargained, &c. (and the said *C. K.* Party hereto, hath ratified and confirmed) and by these Presents the said Sir *J. R.* **Doth** bargain, &c. (and the said *C. K.* Party hereto, doth ratify and confirm) unto the said *A. B.* his Executors, &c. **All** and every the — in and by the within written Indenture assigned to the said Sir *J. K.* for the Residue of the within mentioned Term of — Years, and all the Estate, &c. of the said Sir *J. R.* in and to the same; **To have and to hold** the said — unto the said *A. B.* his Executors, &c. from henceforth for and during all the Rest, Residue and Remainder of the within mentioned Term of — Years yet to come and unexpired; **In Trust** for the said *F. M.* his Executors, &c. **Subject nevertheless** to the Redemption of the said *C. K.* Party hereto, on Payment of such Sum or Sums of Money, at such Times, Place, and in such Manner, as in and by a certain Indenture of Release, bearing equal Date herewith, and made or mentioned to be made between — is mentioned and expressed. (*Covenant from Sir J. R. to A. B. that no Act is done to incumber*). **In Witness**, &c.

Of absolute and conditional Rents reserved on Leases, as a Collateral Security for the Payment of Mortgage Money.

THIS Indenture made, &c. **Between** *T. E.* of the one Part, and the Reverend *F. A.* one of the Canons of the Cathedral Church of *S.* of the other Part. **Whereas**, &c. (*Recitals of three Leases*) **And whereas**, &c. (*Recital of a Mortgage for 1000 l.*) **Now this Indenture witnesseth**, That for and in Consideration of the Sum of 5*s.* &c. the Receipt, &c. and for the further and better securing the Payment of the said Sum of 1000*l.* and Interest, lent to the said *T. E.* by the said *F. A.* as aforesaid, and for divers other good Causes, &c. he the said *T. E.* **Hath** granted, &c. unto the said *F. A.* his Executors, &c. the said several yearly Rents of — and — amounting together to the yearly Sum of — and all and every other the Rent and Rents, Sum and Sums of Money whatsoever, in and by the said several Indentures of Lease reserved, and payable to the said *T. E.* his Executors, &c. and all his the said *T. E.*'s Right, Title, Interest, Use, Trust, Property, Claim and Demand, of, in and to the same; and all and every the Remedies, Clauses, Provisoes and Agreements in the said Indentures of Lease contained, for the recovering thereof, or any Part thereof, together with the Counterparts of the said several Indentures of Lease; **To have**, hold, receive, perceive and enjoy the said yearly Sums or Rents, and every Part and Parcel thereof hereby assigned, or mentioned so to be, unto the said *F. A.* his Executors, &c. from the Day of the Date hereof, for and during the Continuance of the said several and respective Indentures of Lease before recited, in as large, ample and beneficial Manner, to all Intents and Purposes, as the said *T. E.* or his Assigns, might or could do, by Force and Virtue of the said recited Indentures of Lease, or otherwise howsoever; **And**, &c. (*Covenant added from T. E. to F. A. that no Incumbrance is done*): **And further**, that after Default shall happen to be made in Payment of the said Sum of 1000*l.* and Interest, or any Part thereof, contrary to the Proviso and Covenant in the said recited Indenture of Mortgage, that then it shall be lawful to and for the said *F. A.* his Executors, &c. and the said *T. E.* doth by these Presents empower the said *F. A.* (*Covenant for peaceable receiving the Rents*). **Provided always, and upon Condition nevertheless**, That if the said *T. E.* his, &c. shall and do well and truly pay, or cause, &c. unto the said *F. A.* his, &c. the said Sum of 1050*l.* of, &c. at such Times and Places, and in such Manner as the same is made payable, by the Proviso and Covenant in the said recited Indenture of Mortgage, that then this present Grant and Assignment to be void and of no Effect; any Thing, &c. **And lastly**, that until there be a Failure in Payment in the said Sum of 1050*l.* or some Part thereof, contrary to the Proviso and Covenant in the said recited Indenture of Mortgage contained in that Behalf, it shall and may be lawful to and for the said *T. E.* his, &c. to have, take and receive to his and their own Use, the said annual Rents of — to him reserved and payable by the said recited Indenture of Lease as aforesaid, without any Account to be had or given for the same. **In Witness**, &c.

Of a Mortgage and Bond from one Administrator of the Mortgagee to the other.

TO all, &c. *J. P.* of, &c. one of the Brothers of the Half-Blood, and one of the Administrators of *E. S.* late of, &c. deceased, which said *E. S.* was the Niece and Administratrix *de bonis non*, with the Will annexed, of the within named *A. S.* also deceased) sendeth Greeting. **Whereas** the Principal Sum of 100*l.* secured by the within written Indenture on the

Principal and
Interest due to

the Messuage or Tenement, Lands and Hereditaments, and thereby assigned to the said A. S. the Assignor his, &c. has not been paid, and the same Sum together with some Interest, now remains due and Assignee. and owing to the said J. P. and to H. P. of, &c. (Brother of the said J. P. and also one other of the Brothers of the Half-Blood, and the other Administrator of the said E. S.) by Virtue of the said Administration: **Now know ye, and these Presents witness,** That Consideration. for and in Consideration of, &c. to the said J. P. in Hand paid by the said H. P. at, &c. the Receipt, &c. and for divers, &c. **He** the said J. P. (by and with the Consent, Direction and Assignment of Appointment of the within named E. W. W. K. and M. his Wife, testified by their Signing Mortgage. and Sealing hereof) **hath** bargained, &c. and by, &c. **Doth**, &c. unto the said H. P. **As well** Parcels. the said Messuage, &c. which in and by the within written Indenture were assigned or mentioned or intended so to be, unto the said A. S. his, &c. with their and every of their Appurtenances, **As also** all the Estate, &c. by Virtue of the said within written Indenture of Assignment and Letters of Administration, or either of them, or otherwise howsoever, together with the same Indenture and the within recited Indentures, and all and every other Deeds and Writings touching or concerning the said Premises, which he the said J. P. hath in his Custody or Power; **To have and to hold** the said Messuages, &c. unto the said H. P. *Habendum.* his, &c. from henceforth for and during all the Rest and Residue of the within granted and assigned Term of 99 Years which is now come and unexpired; (**Subject nevertheless** to Subject, &c. such Right and Equity of Redemption, as the Person or Persons to whom the Freehold or Inheritance of the said Premises now or at any Time hereafter shall lawfully belong or appertain). **And these indorsed Presents further witness,** That for the Consideration aforesaid, he Assignment of the said J. P. **hath** and by these Presents **Doth** freely, clearly and absolutely grant, bargain, the Mortgage sell, assign, transfer and set over unto the said H. P. **As well** the said Principal Sum of 100 l. Money and secured by the said within written Indenture of Assignment, and all Interest Monies whatsoever the Bond for the same. now due and to become due for the same; **As also** the within recited and assigned Bond or Obligation, and all Benefit and Advantage whatsoever of him the said J. P. of, in, to or out of the said hereby assigned Monies, Bond and last mentioned Premises, and every Part and Parcel thereof, by Virtue of the said Administration, and Will, or either of them, or otherwise howsoever; **To have**, hold, receive, take and enjoy the said Principal Sum of 100 l. *Habendum,* Interest Monies, Bond, and all and singular other the last herein before mentioned and intended to be hereby assigned Premises, unto and to and for the only Use and Benefit of him the said H. P. his Executors, Administrators and Assigns from henceforth, as and for his and their own proper Monies, Goods and Chattels for evermore; **Together** with full and free Liberty and absolute Power and Authority for him the said H. P. his Executors, Administrators and Assigns, in the Name or Names of such Person or Persons, as they the said J. P. and H. P. should or might by Virtue of the within written Indenture, Administration, Will, or otherwise howsoever, to commence any Action or Suit at Law or in Equity, upon the said hereby assigned Securities, Bond and Premises so assigned to the said A. S. in Manner as aforesaid, as well for the recovering and receiving of all Principal and Interest Monies thereby secured and now due, or which shall hereafter arise and become due thereon, as also for the Releasing, Discharging and Assigning the same, and every Part and Parcel thereof, and that as fully, effectually and absolutely to all Intents, Constructions and Purposes whatsoever, as they the said J. P. and H. P. jointly, their Executors or Administrators, would or might have had, held, received, enjoyed, done or performed the same by Virtue of their said Administration, or otherwise howsoever, in case these Presents had not been made; or as if the said J. P. had been actually present and done the same jointly with him the said H. P. as aforesaid. **In Witness** whereof as well the said J. P. as also the said E. W. W. K. and M. his Wife, have hereunto severally and respectively set their Hands and Seals the, &c. *with Power to sue, &c.*

Assignment of a Mortgage from a Husband and his Wife, who is one of the Administratrixes of her Mother (the Mortgagee) to the other Administratrix, of their Moiety of the Premises.

THIS Indenture made, &c. **Between** W. M. of — and M. his Wife, one of the Daughters and Co-Administratrix of the Goods and Chattels of M. S. late of — Widow, deceased, of the one Part, and E. S. the other Daughter and Co-Administratrix of the Goods and Chattels of the said M. S. of the other Part. **Whereas**, &c. (*Recital of a Mortgage by Demise to M. S.*) **Which** last mentioned Sum of — or any Part thereof, was not paid by any Person or Persons whatsoever, unto the said M. S. in her Life-time, nor to the said W. M. and M. his Wife, and E. S. or any of them since her Death, and yet remaineth unpaid; by Reason and Means whereof the said several Parcels of Land, and other the Premises before recited, became forfeited unto the said W. M. and M. his Wife, and the said E. S.

E. S. as Co-Administratrixes of the Goods and Chattels late of the said *M. S.* deceased; and the said recited Indenture of Demise for — Years, became absolute unto the said *W. M.* and *M.* his Wife, and *E. S.* their and every of their Executors, Administrators and Assigns: **And whereas** the said *W. M.* and *M.* his Wife, being willing to sell and dispose of their Moiety or Half-Part of the said Lands and Premises in the said recited Indenture for — Years, unto the said *E. S.* the said other Administratrix, for a valuable Consideration of lawful Money of *Great Britain* herein after mentioned: **Now this Indenture witnesseth,** that the said *W. M.* and *M.* his Wife, for and in Consideration of the Sum of — to them, or one of them, in Hand, &c. the Receipt, &c. **Have** granted, bargained, sold, assigned, transferred and set over, and by, &c. **Do** fully, freely and absolutely grant, &c. unto the said *E. S.* her Executors, Administrators and Assigns, **All** that their, and either of their Moiety or Half-Part, as well of and in the said several and respective Lands aforementioned and recited, and all other the said Premises with the Appurtenances whatsoever, in and by the said recited Indenture of Demise granted unto the said *M. S.* her Executors, Administrators and Assigns as aforesaid; and also all the Estate, &c. which they the said *W. M.* and *M.* his Wife, or either of them, their or either of their Executors, Administrators or Assigns, now have, may, might, should or ought to have or claim, of, in or to the said Moiety or Half-Part of the said several and respective Lands and Premises aforementioned, with their and every of their Appurtenances, and every Part and Parcel thereof, by Virtue and Force of the said Indenture of Mortgage above recited, or any Thing in it contained or mentioeed, or by any other Ways or Means whatsoever, together with the said Indenture of Demise and Mortgage aforementioned, and all and every other Writings, Escripts, Miniments, touching or concerning the same; **To have and to hold** the said several and respective Lands and Premises, with their and every of their Appurtenances in the said Indenture of Demise mentioned and expressed, and all the Estate, &c. Interest and Term of Years yet to come and unexpired in the said Indenture of Demise for — Years contained, and the said Indenture of Demise, and all other the Premises before by these Presents granted, bargained, sold, assigned and set over, as herein or hereby meant, mentioned or intended to be granted, &c. with their and every of their Appurtenances, and every Part and Parcel thereof, unto the said *E. S.* her Executors, Administrators and Assigns, during the Remainder of the Term of — Years yet to come and unexpired in the said Indenture of Lease, to her and their own proper Use and Uses and Behoofs, in as large, ample and beneficial a Manner, to all Intents, Constructions and Purposes, as they the said *W. M.* and *M.* his Wife, or either of them, now hath or shall have, or in any wise might have and enjoy, by Force and Virtue of the said Indenture of Mortgage aforesaid, or any Thing in it contained, mentioned or expressed, or otherwise howsoever. (Covenants, free from Incumbrances, except Rents and Services to the Chief Lord, for further Assurance. Vide Tit. **Covenant.**) **In Witness,** &c.

An Assignment of a Mortgage by Assignment of 10l. per Ann. Part of an Annuity of 50l. per Ann. for securing 50l. and Interest.

Recital of a Deed,

T**O** all Persons, &c. *J. B.* of, &c. sendeth Greeting. **Whereas** by Indenture, &c. between *R. C.* of, &c. (only Son of *R. C.* late of, &c. deceased) of the first Part, *E. C.* Widow and Relict of the said *R. C.* deceased, and *E. H.* of, &c. Widow, [eldest Daughter of the said *R. C.* deceased] (Which said *E. C.* and *E. H.* are in the said Indenture mentioned to be the Executrixes of the last Will and Testament of the said *R. C.* deceased) of the second Part, and the said *J. B.* of the third Part; **Whereby** (after reciting to the Effect following, viz.) that the said *R. C.* deceased, was in his Life-time possessed of and intitled unto one Annuity of 50l. per Ann. payable out of his Majesty's Exchequer for the Residue of a Term of 99 Years, secured by an Order (N^o 1282) taken in the Name of the said *R. C.* deceased, bearing Date the, &c. and made out pursuant to an Act of Parliament made and passed in the — Year of the Reign of, &c. (intituled An Act for, &c. by selling Annuities at several Rates, and for such respective Terms or Estates as are therein mentioned,) **And** that the same *R. C.* by his Will dated, &c. **Did** devise the same Annuity to his said Wife and Daughter, and to the Survivor of them, and to the Executors and Administrators of such Survivor, in Trust (*inter alia*) to pay 10l. per Ann. Part of the said 50l. per Ann. to the said *R. C.* the Son, Party to the said Indenture, his, &c. for all the then Residue of the said Term of 99 Years, **And** that the said *R. C.* the Testator was dead, **And** that the said *E. C.* and *E. H.* his Executrixes had proved his Will; **It is by the said Indenture witnessed,** that for 50l. lent and paid to the said *R. C.* Party thereto, by the said *J. B.* they the said *E. C.* and *E. H.* by the Direction and Appointment of the same *R. C.* (testified as therein is mentioned) and also the said *R. C.* and every of them, **Did** thereby assign, transfer and set over unto the said *J. B.* All the

Reciting that *R. C.* the Father, in his Life was possessed of an Annuity of 50l. per Ann. for 99 Years, and devised it to his Wife and Daughter, in Trust to pay thereout to *R. C.* the Son, 10l. per Ann.

E. C. and *E. H.* proved his Will.

the Right, Title, Interest, Claim and Demand whatsoever, in Law or Equity of them the Witnessed
 said E. C. E. H. and R. C. Party thereto, and every or any of them, of, in, and unto the that for 50 l.
 said yearly Sum of 10 l. per Ann. (Part of the said Annuity of 50 l. per Ann.) To hold the they assigned
 said 10 l. per Ann. unto the said J. B. his Executors, Administrators and Assigns, for all the the 10 l. per
 then Rest and Residue of the said Term of 99 Years then to come and unexpired, under a Pro- Ann. to J. B.
 viso for making the same Indenture void on Payment of 50 l. and Interest, by the same R. C. Redeemable
 his Executors or Assigns, to the said J. B. in such Manner as therein is mentioned, As by the on R. C.'s pay-
 said Indenture more fully may appear: **And whereas** Breach being made of the said Proviso, 50 l. and In-
 the said 10 l. per Ann. assigned by the said Indenture, is thereby in Law become vested in the terest.
 said J. B. **And whereas** all Interest Money for the said Principal Sum of 50 l. hath been Forfeiture.
 paid or otherwise secured to the said J. B. to the Date hereof, and there now only remains Interest paid,
 due to him the said Principal Sum of 50 l. and no more: **Now these Presents witness,** Principal due.
 That in Consideration of the said Sum of 50 l. of lawful Money to the said J. B. in Hand
 well and truly paid by E. W. of the Parish of St. Dunstan's in the West, London, Gent. at,
 &c. the Receipt, &c. **He** the said J. B. **hath** and by these Presents **Doth** assign, transfer
 and set over unto the said E. W. **As well** the said 10 l. per Ann. Part of the said Annuity of Assignment of
 50 l. per Ann. **As also** all the Right, Title, Interest, Claim and Demand whatsoever, both said mortga-
 in Law and Equity of him the said J. B. of, in or to the said yearly Sum of 10 l. by Virtue of ged 10 l. per
 the said recited Indenture, or otherwise howsoever; **Together** with the same Indenture, and Ann.
 all Benefit and Advantage to be had or made thereby, and of a Bond of even Date therewith;
To have and to hold the said yearly Sum of 10 l. (Part of the said Annuity of 50 l. per
 Ann.) and all and singular the Premises herein before mentioned and intended to be hereby
 assigned, unto the said E. W. his Executors, Administrators and Assigns, from henceforth for
 and during all the Rest and Residue of the said Term of 99 Years in the said Order mentioned,
 now to come and unexpired, in as full and ample Manner to all Intents, Constructions and
 Purposes, as he the said J. B. might or could have held and enjoyed the same in case these
 Presents had not been made; **Subject nevertheless** to such Equity of Redemption, as the Subject to the
 said R. C. the Son, now hath or may have therein; **And** the said J. B. for himself, his, &c. Equity of
 doth hereby covenant and agree to and with the said E. W. his, &c. that he the said J. B. hath Redemption.
 not made, &c. any Act, &c. whereby the Premises hereby assigned are, &c. in any wise
 impeached, &c. in Title, &c. **In Witness, &c.**

*Assignment of a Mortgage by Executors of the Assignee of the Mortgagee, and a
 Release of the Equity of Redemption by the Assignees of the Bankruptcy of the
 Mortgagor.*

THIS Indenture Tripartite, made, &c. **Between** J. D. of — and R. L. of —
 — (Assignees of the Commission of Bankruptcy of J. W.) of the first Part, T. B. of —
 and E. B. of — Executors of the last Will and Testament of G. W. (Assignee of the Mort-
 gagee) late of — deceased, of the second Part, and W. R. of — (the Assignee of the
 Mortgage, and the Purchaser of the Equity of Redemption) of the third Part. **Whereas**, Recitals of a
 &c. (Recital of a Lease from G. B. to J. W. for a Term, and a Mortgage by Assignment thereof Lease, Mort-
 from J. W. to R. V. together with a Policy of Insurance; and an Assignment by Indorsement of gage thereof,
 the Counterpart of the said Mortgage from said J. W. to the said G. W. subject to Redemption; and &c.
 an Assignment by Commissioners of the Bankruptcy against J. W. of his Effects to the said J. D. and
 R. L. and an Assignment by Indorsement of the said Mortgage from said R. V. to said G. W.)
And whereas by Virtue of the said herein before recited Indenture of Assignment from the Who Equity
 said Commissioners of Bankrupt to the said J. D. and R. L. the Right and Equity of Re- of Redemp-
 demption of the said J. W. of, in and to the said Premises, is become vested in the said J. D. tion is vested
 and R. L. **And whereas** by Virtue of the said last Will and Testament of the said G. W. the in,
 said T. B. and E. B. or one of them, are or is become lawfully intitled to the said several herein and who in-
 before recited Mortgages and Monies thereon due and owing: **And whereas** the said W. R. Mortgages.
 is come to an Agreement with the said J. D. and R. L. for the absolute Purchase of the Right Agreement
 and Equity of Redemption of the said J. W. of, in and to the said — with the Appurte- for Purchase
 nances; and is also come to an Agreement with the said T. B. and E. B. for the Purchase of of Equity of
 the Right and Interest of them the said T. B. and E. B. of, in and to the said Premises, at Redemption
 the Rate or Price in the Whole of the Sum of — of, &c. to be paid in Manner herein gage.
 after mentioned: **Now this Indenture witnesseth**, That for and in Consideration of the
 Sum of — of, &c. Part of the said Sum of — to the said T. B. and E. B. or one of
 them, well, &c. paid by the said W. R. at, &c. in full Payment and Satisfaction of all Prin-
 cipal Money and Interest due on the said several herein before recited Assignments, or the Mort-
 gages, the Receipt of which said Sum of — they the said T. B. and E. B. do hereby
 acknowledge,

Assignment of
the Mortgage
to the Pur-
chasors of the
Equity of Re-
demption.

acknowledge, and thereof, &c. **They** the said *T. B.* and *E. B.* (by and with the Direction and Consent of the said *J. D.* and *R. L.* testified by their executing these Presents) **Have**, and each of them **Doth** bargained, sold, assigned, transferred and set over, and by these Presents, so far as in them lieth, **Do**, and each of them **Doth** bargain, &c. unto the said *W. R.* the said herein before recited Indenture of Demise or Lease, and the said — and Premises herein before mentioned, and the said herein before recited Indenture of Assignment and Mortgage, and the Counterpart thereof, and the said two several herein before recited Indorsements, and also all the Estate, Right, Title, Interest, Use, Possession, Reversion, Time and Term of Years now to come and unexpired, Rents, Benefits, Property, Profits, Claim and Demand whatsoever, either at Law or in Equity, of them the said *T. B.* and *E. B.* of, in or to the same Premises, every or any Part or Parcel thereof, by Force of the said recited Indenture of Lease, or the said recited Indenture of Assignment or Mortgage, or the Counterpart thereof, or the said two several Indorsements, or otherwise howsoever; and also the said herein before mentioned Instrument or Policy of Insurance, and all Benefit and Advantages whatsoever to be had, made or received thereby, together with all Deeds, &c. **To have and to hold** the said herein before recited Indenture of Demise or Lease, and the said — herein before mentioned, and the said herein before recited Indentures of Assignment of Mortgage, and the Counterpart thereof, and the said two several herein before recited Indorsements, and all and singular other the Premises hereby assigned and set over, or mentioned or intended to be hereby assigned and set over, and every Part and Parcel thereof, with their and every of their Appurtenances, together with all such Deeds, Evidences and Counterparts of Leases, unto the said *W. R.* his Executors, Administrators and Assigns from henceforth, for and during all the Rest, Residue and Remainder now to come and unexpired of the said Term of — in and by the said recited Indenture of Demise or Lease demised or granted, and that in as large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as they the said *T. B.* and *E. B.* or either of them, might or could have, hold and enjoy the same, if these Presents had not been made or executed. (*Covenant that neither of the Executors have done any Act to incumber the Premises, or make the Lease void or voidable. Vide Tit. Covenant.*) **And this Indenture further witnesseth**, That for and in Consideration of the Sum of — (being the Residue and Remainder of the said Sum of — the Consideration Money before mentioned) to the said *J. D.* and *R. L.* or one of them, well, &c. paid by the said *W. R.* at, &c. the Receipt, &c. **They** the said *J. D.* and *R. L.* **Have**, and each of them **Doth** bargained, sold, assigned, transferred and set over, ratified, released and confirmed, and by, &c. **Do**, and each of them **Doth** bargain, &c. unto the said *W. R.* the said herein before recited Indenture of Demise or Lease, and the said — and Premises herein before mentioned, and the said herein before recited Indenture of Mortgage, and Counterpart thereof, and the two several herein before recited Indorsements, together with all Benefit and Advantage of the said herein before recited Indenture of Assignment from the said Commissioners of Bankrupt, and also all the Estate, Right, Title, Interest, Use, Possession, Reversion, Time and Term of Years now to come and unexpired, Rents, Benefit and Equity of Redemption, Property, Profit, Claim and Demand whatsoever, either in Law or Equity, or otherwise howsoever, of them the said *J. D.* *R. L.* and *J. W.* or any or either of them in Law or Equity, or otherwise howsoever, by Force of the said recited Indenture of Lease, or the said recited Indenture of Assignment from the said Commissioners of Bankruptcy, or otherwise howsoever; **To have and to hold** the said herein before Indenture of Lease, and the said — and all and singular other the Premises hereby bargained, sold, &c. or mentioned or intended so to be, and every Part, &c. and the said Indenture of Assignment or Mortgage, and Counterpart thereof, and the said two several recited Indorsements, together with all the Benefit and Advantage of the said Indenture of Assignment from the said Commissioners of Bankruptcy unto the said *W. R.* his Executors, Administrators and Assigns from henceforth, for and during all the Rest, Residue and Remainder now to come and unexpired of the said Term of — in and by the said recited Indenture of Demise or Lease demised or granted, freed or discharged of and from all and every Power, Clause, Benefit and Equity of Redemption of the said *J. W.* of and in the said Premises, or any Part or Parcel thereof. (*Covenant that the Assignees have done no Act to incumber the Premises, or to make the Lease void or voidable; and from W. R. the Purchaser to the Trustees, that he will perform the Covenants, &c. in the original Lease. Vide Tit. Covenant.*) **In Witness, &c.**

Assignment
and Release of
the Equity of
Redemption,
&c.

An Assignment of a Mortgage from a Trustee of a Roman Catholick, whereby she and Mortgagor join, and whereby Interest is made Principal.

THIS Indenture Quadripartite, made, &c. Between *A. H.* of, &c. Esq; of the first Part, *F. L.* of, &c. Gent. of the second Part, *E. C.* of *L.* Widow, of the third Part, and *E. C.* of, &c. Esq; of the fourth Part. **Whereas** by Indenture of Demise Recitals. by way of Mortgage, bearing Date, &c. and made between the said *A. H.* of the one Part, As to the and the said *F. L.* by the Name of, &c. of the other Part, In Consideration of the Sum of Mortgage. 1000 *l.* of, &c. therein mentioned to be, and which was paid to the said *A. H.* by the said *F. L.* he the said *A. H.* Did demise, &c. unto the said *F. L.* his, &c. All that the Manor, &c. which said Manor, &c. were formerly purchased of, &c. and all and singular, &c. To hold the said Manor, &c. unto the said *F. L.* his, &c. for and during the Term of 1000 Years from thenceforth next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, At and under the yearly Rent of a Pepper Corn; Subject nevertheless to a Proviso in the same Indenture contained for making void thereof on Payment by the said *A. H.* unto the said *F. L.* or his Assigns, of the Sum of 1050 *l.* of lawful Money, on certain Days therein mentioned and long since past; as in and by, &c. **And** As to the Money, being the Money of *E. C.* and not of *F. L.* and Declaration of the Trust. Default in Payment. **whereas** the said Sum of 1000 *l.* in the said recited Indenture of Mortgage mentioned to be paid by the said *F. L.* to the said *A. H.* was not the proper Money of the said *F. L.* but was the proper Money of the said *E. C.* and the Name of him the said *F. L.* was used in the said Indenture of Mortgage, at the Nomination of and in Trust for the said *E. C.* as by a Writing duly executed by the said *F. L.* bearing Date, &c. (purporting a Declaration of Trust in that Behalf) may appear: **And whereas** the said *A. H.* made Default in Payment of the said Sum of 1050 *l.* in the Proviso above mentioned, whereby the Estate and Interest of him the said *F. L.* of and in the said Manor, Hereditaments and Premises, is now become Money now due. absolute in Law; **In Trust nevertheless** for the said *E. C.* **And whereas** on the Day of the Date hereof there is justly due and owing from the said *A. H.* unto the said *E. C.* for Principal, Interest and Charges, on Account of and by Virtue of the said recited Security so made, in Trust for her as aforesaid, the full Sum of 1153 *l.* 8 *s.* 5 *d.* and no more: **And** *E. D.*'s Agreement to pay off *E. C.* and to lend the Mortgagor more Money. **whereas** the said *E. D.* (at the Instance and Request of the said *A. H.*) hath agreed not only to pay off and discharge the said Sum of 1153 *l.* 8 *s.* 5 *d.* so due to her the said *E. C.* as aforesaid, but also to lend and advance unto the said *A. H.* the further Sum of 46 *l.* 11 *s.* 7 *d.* (making together the Principal Sum of 1200 *l.*) and to accept of an Assignment of the said more Money. Manor and Premises comprised in the said Term of 1000 Years, for the now Residue of the said Term, for securing Repayment of the same Sum, together with Interest for the same, in such Manner as herein after mentioned: **Now this Indenture witnesseth**, that for and Consideration: in Consideration of the said Sum of 1153 *l.* 8 *s.* 5 *d.* of, &c. by the said *E. D.* (by the Direction and Appointment of the said *A. H.* and *F. L.* testified, &c.) to the said *E. C.* in Hand well and truly paid, at or before the Sealing and Delivery of these Presents, in full Satisfaction and Discharge of all Monies whatsoever now due unto the said *E. C.* and *F. L.* or either of them, by Virtue of the said recited Mortgage so made, in Trust as aforesaid, or otherwise effecting the Premises comprised therein, or any Part thereof, and also in Consideration of the further Sum of 46 *l.* 11 *s.* 7 *d.* of, &c. in Hand paid by the said *E. D.* to the said *A. H.* at, &c. the Receipt of which said several Sums of 1153 *l.* 8 *s.* 5 *d.* and 46 *l.* 11 *s.* 7 *d.* amounting together to the said Principal Sum of 1200 *l.* they the said *E. C.* and *A. H.* do, and each of them doth hereby respectively acknowledge, and thereof and of every Part and Parcel thereof do, and each of them doth acquit, &c. and also for and in Consideration of the several Sums of 10 *s.* of, &c. to the said *E. C.* and *F. L.* in Hand paid by the said *E. D.* at, &c. the Receipt, &c. **By** the said *F. L.* (at the Request and by the Direction of the said *A. H.* testified as aforesaid, and also of her the said *E. C.* testified likewise by her being a Party to and executing of these Presents) and also they the said *A. H.* and *E. C.* **Have**, and each and every of them **hath** bargained, sold, assigned, transferred Assignment; and set over, and by these Presents they the said *A. H.* *F. L.* and *E. C.* and each and every of them **Doth**, &c. unto the said *E. D.* his, &c. all that the before mentioned Manor, &c. which in and by the said recited Indenture of Mortgage were by him the said *A. H.* demised and granted unto the said *F. L.* with their and every of their Appurtenances, and the Reversion, &c. and all the Estate, &c. by Virtue of the said recited Indenture of Demise, or otherwise howsoever, together with the same Indenture, and all and every other the Deeds, &c. which they the said *A. H.* *F. L.* and *E. C.* or any or either of them, have or hath in their, any or either of their Custody or Power, or can or may come by without Suit in Law or Equity; **To have and to hold** the said Manor or Lordship, Messuages, Lands, Tithes, Habendum, Heredita-

Hereditaments, and all and singular other the Premises herein before mentioned and intended to be hereby assigned, with their and every of their Rights, Royalties, Members and Appurtenances, unto the said *E. C.* his Executors, Administrators and Assigns from henceforth, for and during all the Rest, Residue and Remainder of the before mentioned Term of 1000 Years, which is now to come and unexpired, without Impeachment of Waste, freed and discharged of and from the Proviso or Condition in the said recited Indenture contained; **Sub-ject nevertheless** to the Proviso or Condition herein after mentioned, that is to say, **Provided always**, and these Presents are upon this express Condition, and it is hereby agreed and declared by and between all and every the said Parties to these Presents, that if the said *A. H.* his, &c. do and shall well and truly pay, &c. unto the said *E. C.* his, &c. at or in, &c. the full Sum of 1260*l.* of, &c. in Manner following, that is to say, &c. without any Deduction, &c. he the said *E. C.* his Executors, Administrators and Assigns, at the Request, Costs and Charges of the said *A. H.* his Heirs, Executors or Administrators, shall and will re-assign or surrender all and singular the said hereby assigned Manor, &c. unto the said *A. H.* his, &c. or to such Person or Persons as he or they shall direct or appoint, free, &c. done by the said *E. C.* his Executors, Administrators or Assigns, so as he or they for the doing thereof be not compelled to travel, &c. **And** the said *F. L.* for himself, &c. (*Covenants, done no Act to incumber.*) **And** the said *E. C.* for herself, her Executors, &c. (*The like Covenant*). **And** the said *A. H.* for himself, &c. doth covenant, &c. to and with the said *E. D.* his, &c. that he the said *A. H.* his, &c. shall and will well and truly pay, &c. unto the said *E. D.* his, &c. the said Sum of 1260*l.* of, &c. and every Part thereof, at the Place, upon the several Days and in the Manner herein before mentioned and appointed for Payment thereof, without any Deduction or Abatement whatsoever for the Discharge of the last mentioned Proviso, and according to the true Intent and Meaning of these Presents: **And further**, that the said Term of 1000 Years, for so much thereof as is now to come and unexpired, is a good, legal, valid and subsisting Term and Estate in the Law, and not surrendered or made voidable, and that the said *F. L.* and *A. H.* have Power to grant and assign the same to the said *E. D.* his, &c. in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents: **And also** that he the said *A. H.* hath not made, done, &c. any Act, &c. (other than and except as before appears in and by these Presents): **And further**, that from and after Default shall happen to be made of or in Payment of the said Sum of 1260*l.* or any Part thereof, contrary to the true Intent and Meaning of these Presents, it shall and may be lawful to and for the said *E. C.* his Executors, Administrators and Assigns, into and upon the said hereby assigned Manor, &c. to enter, and the same from thenceforth peaceably and quietly to have, hold, occupy, possess and enjoy, and the Rents, Issues and Profits thereof to take and receive to his and their own proper Use and Benefit, for and during all the Rest, Residue and Remainder of the said Term of 1000 Years, which shall be then to come and unexpired, without any Let, &c. of or by the said *A. H.* his Heirs or Assigns, or of or by any other Person or Persons whatsoever, and that free, &c. other than and except as aforesaid: **And moreover**, that he the said *A. H.* and his Heirs, and all and every other Person and Persons whatsoever having or lawfully claiming any Estate, Right, &c. shall and will from Time, &c. from and immediately after Default shall happen to be made of or in Payment of the said Sum of 1260*l.* or some Part thereof, contrary to the true Intent and Meaning of the above written Proviso or Condition, and of these Presents, at the Request, Costs and Charges of the said *E. D.* his, &c. also make, do, levy, acknowledge, suffer and execute, or cause, &c. all, &c. (be the same by Fine, Recovery, or otherwise howsoever) as well for the further, &c. freed and discharged of the last above mentioned Proviso, and of all his the said *A. H.* his Heirs and Assigns, Power and Equity of Redemption whatsoever of, in and to the same, as by the said *E. C.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. **And lastly**, it is hereby agreed and declared by and between the Parties to these Presents, that until a Failure shall be made in Payment of the said Sum of 1260*l.* or some Part thereof, (contrary to the true Intent and Meaning of these Presents) it shall and may be lawful to and for the said *A. H.* his Heirs and Assigns, peaceably and quietly to have, receive, take and enjoy the Rents, Issues and Profits of all and singular the said hereby assigned Manor, Hereditaments and Premises, to his and their own Use and Uses, without any Let, Suit, Hindrance, Disturbance, Molestation or Interruption of or by the said *E. D.* his, &c. and without any Account to him or them to be had or given for the same. **In Witness, &c.**

Proviso to re-assign on Payment.

Covenant to pay the Money.

That the Term is subsisting.

No Act of Incumbrance.

After Default to enter and enjoy.

Further Assurance.

Till Failure *A. H.* to receive Profits, &c.

I have perused and approved of this Draught,
Middle Temple, June 4, 1731. N. Pigot.

Assignment of a Term of Years in Trust to attend the Inheritance.

THIS Indenture Tripartite made, &c. Between *W. D.* of, &c. Gent. *W. N.* late of, &c. but now of, &c. Gent. of the first Part, *M. G.* of, &c. Widow, of the second Part, and *S. S.* of *London*, Merchant, and *J. B.* of, &c. Linen-draper, of the third Part. **Whereas** by Indenture dated, &c. for the Consideration therein mentioned, the said *M. G.* did demise to *F. C.* Widow, afterwards the Wife of *J. C.* of, &c. All that Messuage or Tenement commonly called, &c. Situate, &c. thentofore in the Occupation of, *J. W.* Inn-keeper, afterwards of *J. F.* Widow, with all and singular the Appurtenances to the said Messuage, Tenement or Inn belonging, or in any wise appertaining; **To hold** to the said *F. C.* her Executors, Administrators and Assigns, from the Date thereof, for the Term of 500 Years at a Pepper-Corn Rent payable yearly, **Under** a Proviso to be void on Payment of 160*l.* of, &c. to the said *F. C.* upon certain Days therein mentioned, which are long since past: **And whereas** the said *M. G.* having borrowed the further Sum of, &c. of the said *F. C.* did by Deed Poll, bearing Date, &c. agree with the said *F. C.* that the said Indenture of Mortgage and the Premises therein mentioned should remain and stand as a Security for the Payment thereof, as by the said Indenture of Mortgage and Deed Poll, Relation being thereunto had, may more at large appear. **And whereas** by Indenture Quadripartite bearing Date, &c. made between the said *J. E.* and *F. C.* his Wife, of the first Part, the said *M. G.* of the second Part, the said *W. D.* on the third Part, and the said *W. N.* on the fourth Part, the said *J. E.* and *F.* his Wife for the Considerations therein mentioned, by the Direction of the said *M. G.* did assign to the said *W. D.* the said recited Indenture of Demise, or Mortgage and Deed Poll, and all and singular the Premises thereby demised with their and every of their Appurtenances, and all the Estate, Right, Title and Interest, of them the said *J. E.* and *F.* his Wife, or any of them, of, in or to the same, or any Part or Parcel thereof; **To hold** to the said *W. D.* his Executors, Administrators and Assigns, from thenceforth for all the Rest and Residue of the said Term of 500 Years, then to come and unexpired; **In Trust** nevertheless, for the Use and Benefit of the said *W. N.* his Heirs and Assigns, and to attend and wait upon the Freehold and Inheritance of the Premises then conveyed by way of Mortgage to the said *W. N.* as by the said recited Indenture, Relation being thereunto had, may more fully appear: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of, &c. to the said *W. N.* in Hand well and truly paid by the said *S. S.* by the Direction and Appointment of the said *M. G.* testified by her being a Party to these Presents, and her Signing and Sealing hereunto, and of the further Sum of, &c. to the said *M. G.* by the said *S. S.* in Hand also well and truly paid, being the same Sums, of &c. and which are mentioned as the Consideration of a certain Indenture of Release, bearing even Date with these Presents, and made between the said *M. G.* and the said *W. N.* of the one Part, and the said *S. S.* of the other Part; and also in Consideration of the Sum of 5*l.* of, &c. to the said *W. D.* by the said *J. B.* in Hand also paid, the several Receipts whereof they the said *W. M.* *M. G.* and *W. D.* do hereby respectively acknowledge, and thereof and of and from every Part and Parcel thereof do respectively acquit, release and discharge the said *S. S.* and *J. B.* their Executors, Administrators and Assigns by these Presents, he the said *W. D.* by and with the Consent, Direction and Appointment of the said *W. N.* and likewise of the said *M. G.* testified by their being Parties hereunto, and Signing and Sealing hereof, and also the said *W. N.* and *M. G.* **Have**, and each and every of them **Doth** bargain, fold, assigned and set over, and by these Presents at the Nomination and by the Direction and Appointment of the said *S. S.* testified by his being a Party hereunto, and Signing and Sealing hereof, **Do** and each and every of them **Doth** bargain, sell, assign and set over unto the said *J. B.* the said first recited Indenture of Demise or Mortgage and Deed Poll, and the said Messuage, Tenement or Inn, and all and singular other the Premises thereby demised or meant, mentioned or intended to be demised, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Use, Trust, Benefit and Equity of Repemption, Term of Years yet to come and unexpired, Claim and Demand whatsoever, of them the said *W. D.* *W. M.* and *M. G.* or any of them, of, in or to the same, or any Part or Parcel thereof, together also with the said recited Indenture of Assignment; **To have and to hold** all and singular the Premises herein before mentioned or intended to be hereby assigned, with their and every of their Rights, Members and Appurtenances, unto the said *J. B.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of 500 Years yet to come and unexpired; **In Trust** nevertheless for the only proper Use and Benefit of the said *S. S.* his Heirs and Assigns, and to the Intent and Purpose, that the Remainder of the said Term shall attend and wait upon the

Free.

Covenant that
the Premises
are free from
Incumbrances.

Freehold and Inheritance of the Premises, conveyed or intended be conveyed by the said *M. G.* and *W. N.* to the said *S. S.* his Heirs and Assigns, by Indentures of Lease and Release, and Bargain and Sale, inrolled or intended to be inrolled in the High Court of Chancery, the Lease bearing Date the Day before, and the Release and Bargain and Sale bearing even Date with these Presents, and to and for none other Use, Intent or Purpose whatsoever. **And** the said *W. N.* for himself, his Heirs, Executors and Administrators, and for the said *W. D.* doth hereby covenant, promise and agree, to and with the said *S. S.* his Heirs and Assigns, that he the said *W. N.* and the said *W. D.* or either of them, have not nor hath made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing, whereby or by Reason or Means whereof the said hereby assigned Premises, or any Part thereof, is, are, shall or may be impeached, charged or incumbered, in Title, Charge, Estate, or otherwise howsoever; **And** the said *W. D.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *S. S.* his Heirs and Assigns, that he the said *W. D.* hath not made, done, committed, or wittingly suffered any Act, Matter or Thing, whereby or by Reason or Means whereof the said hereby assigned Premises, or any Part thereof, is, are, or shall or may be impeached, charged or incumbered, in Title, Charge, Estate, or otherwise howsoever. **In Witness, &c.**

Assignment of a Residue of two Mortgage Terms of Years by the Mortgagee, by the Direction of the Mortgagor and Nomination of the Purchasers, to a Trustee to attend the Inheritance.

THIS Indenture Quadripartite, made, &c. Between *A. C.* (the Assignor) of — of the first Part, the Reverend *R. L.* of — and *L.* his Wife, of the second Part, the Right Honourable *C. Earl* of — and, &c. Executors, &c. of the third Part, and *P. J.* (the Assignee) of — of the fourth Part. **Whereas** in and by Indentures of Lease and Release, bearing Date, &c. (Recital of a Mortgage to *R. E.* for 500 Years.) **And whereas** the said Premises are since vested in the said *A. C.* for the Residue of the said Term of 500 Years, and the said *R. L.* hath intermarried with the said *L. K.* **And whereas** by Indenture, &c. (a Demise for 999 Years from *R. L.* to *A. C.*) **And whereas** the said *R. L.* hath paid off and discharged the several Mortgages of — and — and all Interest due for the same: **And whereas** the said *C. Earl* of — and — have, pursuant to an Order of the High Court of Chancery, purchased of the said *R. L.* and *L.* his Wife, All, &c. and Premises in the said herein before recited Indentures of Lease and Release, and Indenture of Demise contained, for the Sum of —. **Now this Indenture witnesseth**, that for and in Consideration of the Sum of — to the said *A. C.* in Hand paid by the said *P. J.* at or before, &c. and for divers other good Causes, &c. she the said *A. C.* hath bargained, sold, assigned and set over, (and the said *R. L.* and *L.* his Wife, have, and each of them hath ratified and confirmed the same) and the said *A. C.* Doth (by the Direction and Appointment of the said *R. L.* and *L.* his Wife, and at the Nomination of the said *C. Earl* of — and — testified by their being Parties to and Signing and Sealing these Presents) bargain, sell, assign and set over, and the said *R. L.* and *L.* his Wife do, and each of them doth ratify and confirm unto the said *P. J.* his Executors, Administrators and Assigns, All the said — and Premises herein before recited, or mentioned to be vested in the said *A. C.* for the Residue of the said Term of 500 Years; **And also all** that the said — to her the said *A. C.* granted and demised for the said Term of 999 Years, as aforesaid, with their and every of their Appurtenances, and the Reversion, &c. and all the Estate, &c. of her the said *A. C.* in and to the same; **To have and to hold** all and singular the said Premises herein before mentioned to be hereby assigned, or intended to be assigned, with their and every of their Appurtenances, unto the said *P. J.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue, and Remainder of the said several and respective Terms of 500 Years and 999 Years yet to come and unexpired; **In Trust** for the said *C. Earl* of — and, &c. and their Heirs and Assigns, and to attend and wait upon the Reversion and Inheritance of the said Premises so by them purchased as aforesaid; **And** the said *A. C.* for herself, her Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *P. J.* his Executors and Administrators by these Presents, that, &c. (Covenant, hath done no Act of Incumbrance). **In Witness, &c.**

N. B. All the Parties to execute.

Of the Residue of a Mortgage Term to attend the Inheritance, (demised, and on more Money secured, ratified and confirmed to the Mortgagee, and the Time for Redemption expired.) By the Executor and Residuary Legatee of the Mortgagee to a Trustee, at the Nomination of the Purchaser of the Estate, to whom the Mortgagor had before conveyed the Inheritance.

THIS Indenture Tripartite, made, &c. **Between** *W. H.* of ——— sole Executor of the last Will and Testament of *W. H.* (the Mortgagee) late of ——— his late Uncle deceased, and also Residuary Legatee named in the said Will, of the first Part, *Sir J. S.* of ——— (the Purchaser) of the second Part, and *J. W.* of ——— (being a Person nominated and appointed by and in Trust for the said *Sir J. S.*) of the third Part. **Whereas**, &c. (Recital of a Mortgage of the Premises from *Sir C. G.* and *A. G.* to *W. H.* and of an Indenture reciting the said Mortgage, and that the Days for Payment in the Proviso were past, and that the said *W. H.* had agreed that the said *Sir C. G.* and *A. G.* should continue in their Hands, at Interest, the Principal Money in the Mortgage, for one Year; and upon Security of the same Premises had lent more Money;) *Sir C. G.* and *A. G.* ratified and confirmed the Premises to the said *W. H.* for the Remainder of the 1000 Years to come in the Mortgage, and released the Proviso therein, under a Proviso in the last mentioned Indenture, and *W. H.* covenanted, that if *Sir C. G.* and *A. G.* paid to him the full Sum according to the said Proviso, he would surrender to them or convey to their Appointment, the Premises, and that Default was made in Payment according to the last Proviso; whereby the said Estate of *W. H.* became absolute for the Remainder of the said Term; and that the said *W. H.* is since dead, having appointed the said *W. H.* his Nephew (Party hereto) sole Executor and Residuary Legatee; whereby the Premises is vested in *W. H.* (Party hereto), for the Residue of the 1000 Years by the first Indenture of Demise granted, and by the last Indenture ratified and confirmed.) **And whereas** there is now due and owing on the afore recited Securities for Principal and Interest, the Sum of ——— **And whereas** the said *Sir C. G.* and *A. G.* are both also dead, having first conveyed and assured the Fee-simple and Inheritance (*inter alia*) of all and singular the afore recited Premises, unto the said *Sir J. S.* his Heirs and Assigns: **Now this Indenture witnesseth**, that the said *W. H.* (Party to these Presents) for and in Consideration of the Sum of ———, &c. by the said *Sir J. S.* at or before, &c. in full of all Principal and Interest Monies due on the said recited Security, the Receipt and Payment whereof, &c. and also for and in Consideration of the Sum of 5*s.* of, &c. by the said *J. W.* (by the Direction and Appointment of the said *Sir J. S.* testified, &c.) at or before, &c. the Receipt, &c. he the said *W. H.* (Party hereto) at the Nomination of the said *Sir J. S.* testified as aforesaid) **hath** bargained, sold, assigned, transferred and set over, and by these Presents the said *W. H.* (Party hereto) **Doth** bargain, &c. (and the said *Sir J. S.* doth ratify and confirm) unto the said *J. W.* his Executors, &c. **All** and singular the said Messuage, &c. and all and singular other the Premises in and by the said recited Indenture of Demise mentioned to be demised and granted, and in and by the said last recited Indenture ratified and confirmed unto the said *W. H.* deceased, his Executors, &c. with their and every of their Appurtenances; and the Reversion, &c. and all the Estate, &c. of him the said *W. H.* (Party hereto) by Virtue of the said last Will and Testament of the said *W. H.* his said late Uncle deceased, and the aforesaid several recited Indentures of Demise, Mortgage and Ratification thereof, together with the said recited Indenture of Demise or Mortgage, and recited Indenture of Ratification thereof themselves, and together also with all other Deeds, Writings and Evidences whatsoever, touching or concerning the afore recited Premises, which he the said *W. H.* (Party hereto) hath in his Custody or Power, as Executor to the said *W. H.* his late Uncle deceased, or otherwise, or can come by without Suit in Law or Equity; **To have and to hold** the said Messuage or Tenement, &c. and all and singular other the Premises in and by the said recited Indenture of Demise mentioned to be granted, bargained and sold, and in and by the said last recited Indenture ratified and confirmed unto the said *J. W.* his Executors, &c. from henceforth, for and during all the Rest, Residue and Remainder of the said Term of 1000 Years in and by the said recited, &c. (as before) and which are therein yet to come and unexpired in as full and ample Manner and Form, to all Intents and Purposes, as he the said *W. H.* (Party hereto) might, could, should or ought to have held and enjoyed the same Premises, by Virtue of the said last Will and Testament of the said *W. H.* his said late Uncle deceased, or otherwise howsoever; **In Trust** nevertheless for the said *Sir J. S.* his Heirs and Assigns, and to be conveyed and disposed of, as the said *Sir J. S.* his Heirs and Assigns shall direct or appoint, and in the mean Time, and until such Direction and Appointment, to attend and wait upon the Inheritance of the said Premises (*inter alia*) so conveyed and assured to the said *Sir J. S.* his Heirs and Assigns,

by the said Sir C. G. and A. G. as aforesaid, and to protect the same from mesne Incumbrances; **And** &c. (Covenant from W. H. to — that neither the said W. H. deceased, in his Life-time, nor W. H. Party hereto, since his Death, have done any Act of Incumbrance.) **In Witness,** &c.

Of the Residue of a Mortgage Term to attend the Inheritance, where the Estate is sold in Parcels, by the Assignee of the Mortgagee, by the Direction of the Mortgagor, to the Trustee nominated by several Purchasers.

THIS Indenture Quadripartite, made, &c. **Between** Sir J. C. (the Mortgagor) of — of the first Part, H. E. (the now Assignor) of — of the second Part, J. H. (one Purchaser) of — and J. B. (another Purchaser) of — of the third Part, and J. G. (the Assignee in Trust) of — of the fourth Part. **Whereas,** &c. (Recital of a Mortgage from said Sir J. C. to Sir J. H. deceased, for 500 Years.) **And whereas** the said Manor, &c. are by several mesne Assignments, legally come to, and vested in the said H. E. for the Remainder of the said Term of 500 Years, for securing the Payment of — and Interest to the said H. E. **And whereas** all Interest for the said Sum of — hath been fully paid and satisfied to the Day of the Date of these Presents: **Now this Indenture witnesseth,** that for and in Consideration of the Sum of, &c. to the said H. E. by the Direction of the said Sir J. C. well and truly in Hand paid by the said J. H. at and before, &c. and of the Sum of 5 s. of, &c. to the said H. E. well and truly in Hand paid by the said J. G. the respective Receipts, &c. he the said H. E. by the Direction and Appointment of the said J. H. and J. B. testified, &c. **Hath** bargained, sold, assigned and set over, and by these Presents **Doth** bargain, &c. unto the said J. G. his Executors, &c. **All** that, &c. herein before mentioned, and so by mesne Assignments come to and vested in the said H. E. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said, &c. unto the said J. G. his Executors, &c. for and during all the Rest, Residue and Remainder of the said Term of 500 Years yet to come and unexpired, on the Trusts and Confidences, and to the Ends, Intents and Purposes herein after mentioned, expressed and declared, that is to say, **As** for and concerning all those, &c. being Part of the said mortgaged Premises, lying, &c. containing, &c. now in the Tenure of, &c. and, &c. or one of them, their or one of their Assigns, or Under-tenants, **In Trust** for the said J. B. his Heirs and Assigns, who hath purchased the said Reversion and Inheritance of the said — of the said Sir J. C. **And** to the Intent the said Term of —, as to the said Premises so purchased by the said J. B. may not be merged, but may be kept on foot to wait on the Reversion of the said Premises by him so purchased, as aforesaid; **And as** for, touching or concerning the — and all other the Lands, Tenements and Hereditaments hereby granted or assigned, or intended so to be, except the said — purchased by the said J. B. as aforesaid; **In Trust** for the said J. H. his Heirs and Assigns, who hath purchased the Freehold and Inheritance of the said — except the said — **And** to the Intent and Purpose that the said Term of 500 Years may not be merged and drowned, but may wait and attend on the same, and such Disposition as the said J. H. his Heirs and Assigns shall make thereof. (Covenant from H. E. to J. G. that no Act is done to incumber). **In Witness,** &c.

Assignment of a Mortgage Term to attend the Inheritance, and of a Bond.

By Indorsement.

TO all, &c. the within named W. J. and W. D. and W. B. of — send Greeting. **Whereas** the Inheritance and Equity of Redemption of the within mentioned Premises, is now vested in the said W. B. or some other Person in Trust for him, and there is now due and owing to the said W. J. on the within mentioned Bond, for Principal and Interest, the Sum of —: **And whereas** the said W. B. hath agreed to pay off the said Bond Debt; and it is likewise agreed, that the said Bond, and the within written Indenture of Assignment shall be assigned to R. W. of —, for the Residue of the within mentioned Term of — Years, for the better securing the Repayment of the said Sum of — to the said W. B. his Executors, Administrators and Assigns: **Now know ye,** that for and in Consideration of, &c. in full for Principal and Interest due and owing on the said Bond; and also in Consideration of the Sum of 5 s. of, &c. the respective Receipts, &c. they the said W. J. and W. D. by the Direction of the said W. B. **Have** and each of them **Hath** bargained, sold, assigned and set over, and by these Presents **Do** and each of them **Doth** bargain,

bargain, &c. unto the said R. W. his Executors, &c. the within mentioned Messuage, &c. and the Reversion, &c. and all the Estate, &c. of the said W. J. and W. D. in and to the same, together with the said Bond and recited Assignment; **To have and to hold** the said Messuage, &c. from henceforth for and during the Residue and Remainder of the within mentioned Term of — Years; **In Trust nevertheless** for the said W. B. his Executors, Administrators and Assigns. (Covenant added that no Act of Incumbrance is done). **In Witness, &c.**

Assignment of two several Mortgage Terms to attend Inheritance, (whereof as to Part of Premises) to a Trustee for the Purchaser, and (as to other Part of Premises) to another Trustee, in Trust for the Grantor; with a Ratification from Grantor to both the Trustees, in Trust for the Purchaser and Vendor of respective Premises.

Indenture Tripartite, made, &c. **Between** T. C. of, &c. of the first Part, P. D. of &c. and Sir G. H. Knt. late one of the Commissioners for the Custody of the Great Seal of England, of the second Part, and J. L. of, &c. and W. L. of, &c. S. T. of, &c. of the third Part. **Whereas**, &c. *An Assignment of the original Demise for a Term of 99 Years, and other mesne Assignments thereof, and of another Term of 1000 Years demised of said Premises, to two Trustees, in Trust for a Mortgagee: And whereas* by Indorsement written upon the said Further Indenture of Assignment made to the said Sir G. H. as aforesaid, and bearing Date the sixth Charge. Day of September, &c. the said P. D. for the Sum of 500 l. mentioned in the said Indorsement to be borrowed and received by him of the said Sir G. H. *Did charge* the said Premises mortgaged to him the said Sir G. H. as aforesaid, with the Payment of the said 500 l. and Interest, at 5 l. per Cent. from the Day of the Date of the same Indorsement, as by the same recited Indenture of Assignment made to the said Sir G. H. and Indorsement thereupon, Relation, &c. **And whereas** the said Sir T. L. died sometime since, and the said T. C. inter- Death. married with P. his now Wife, the Daughter and Heir of the said Sir T. L. and since the Marriage. same Inter-marriage, to wit, on, &c. a Decretal Order was made in the High Court of Decree. Chancery by the Right Honourable — then Lord Keeper of the Great Seal of England, in Cross Causes then there depending between the said T. C. and P. his Wife, (then Infants by Sir R. C. Bart. their next Friend) Plaintiffs, the said P. D. P. B. and Sir G. H. Defendants, and between the said P. D. Plaintiff, the said Sir R. C. Bart. and the said T. C. and P. his Wife, Defendants; whereby, after setting forth the several Pleadings in the said several Causes, (wherein are mentioned the said recited Mortgage) *It was ordered* and decreed (amongst other Things) that Sir L. W. C. one of the Masters of the said Honourable Court of Chancery, should take an Account between the said Parties, Plaintiffs and Defendants, and should see what was due from the said T. C. and his said Wife, unto the said P. D. and compute Interest for the Principal Money which should be found due on the said Mortgage made to him the said P. D. and should also tax the Costs of the said P. D. in Respect of the same Mortgage; and by the same Decretal Order it was further ordered, that what should be found due to the said P. D. for his Principal, Interest and Costs, in Respect of the same Mortgage, the same should be paid by the said T. C. and his Wife, to the said P. D. at such Time and Place as the said Master should appoint; and that, upon Payment thereof, the said P. D. should procure the said Sir G. H. to convey the said mortgaged Premises unto the said T. C. and his Wife, or to such Person or Persons as they should appoint, as by the said Decretal Order more fully may appear: **And whereas** since the making of Premises by the said Decretal Order by Virtue of an Indenture Tripartite (inrolled in the said High Court Deed and Recovery limited to Uses. of Chancery) bearing Date the 8th Day of February last past, before the Date hereof; and by Virtue of a Recovery suffered in Pursuance of the same Indenture, the said Manor or Lordship and Premises in Mortgage as aforesaid to the said P. D. and assigned by him to the said Sir G. H. as aforesaid, are limited and conveyed, *To the Use* and Behoof of Sir W. C. Knt. and S. T. of London, Merchant, and the said T. C. their Heirs and Assigns for ever; but as to the Estate of the said Sir W. C. and S. T. and their Heirs, *In Trust* only for and for the Benefit of the said T. C. his Heirs and Assigns for ever; *And* the said Sir W. C. hath Release in since released the said Manor and Premises to the said T. C. and S. T. and their Heirs, *In Trust*. **Trust nevertheless** as to the Estate of the said S. T. and his Heirs, for the said T. C. and his Heirs: **And whereas** several Orders have been made in the said Causes subsequent to the Several Orders subsequent to the said Decretal Order, and several Reports have been made in Pursuance of the said Orders, Decree 23 June 1703. *And* by an Order made in the said High Court, by the Right Honourable Sir N. W. Lord Keeper of the Great Seal of England, on the, &c. *It was ordered* that the said Defendant D. should receive on the — Day of July then next, the Sum of 6380 l. which was computed to be then due to him for Principal, Interest and Costs; and that in case he should not think fit

fit to accept thereof on the same Day, then the Plaintiffs were to bring into the same Court the said Sum of 6380 *l.* and thereupon the Plaintiffs were from the Time of their bringing the same Money into Court, to be excused from paying the said Defendant *D.* any further Interest, as by the said Order of the said 23d Day of *June* last past more fully may appear: **And whereas** the said *T. C.* hath sold or agreed to sell unto the said *J. L.* and his Heirs, Agreement to sell mortgaged Premises. for the Sum of 950 *l.* the said Manor or Lordship and several of the Premises in Mortgage as aforesaid: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 5100 *l.* 15 *s.* 6 *d.* of, &c. to the said Sir *G. H.* in Hand paid by the said *J. L.* at, &c. by the several Directions of the said *T. C.* and *P. D.* testified, &c. in full Discharge of all Monies due to the said Sir *G. H.* upon or by Virtue of the said recited Mortgage made to him as aforesaid, the Receipt whereof the said Sir *G. H.* doth hereby acknowledge, and thereof, &c. and for and in Consideration of the Sum of 1279 *l.* 4 *s.* 6 *d.* of like lawful Money to the said *P. D.* in Hand paid by the said *J. L.* at, &c. by the Direction of the said *T. C.* (testified as aforesaid) the Receipt, &c. which said several Sums of 5100 *l.* 15 *s.* 6 *d.* and 1279 *l.* 4 *s.* 6 *d.* make together the said Sum of 6380 *l.* which is by these Presents declared and agreed by the said *P. D.* to be the same Sum of 6380 *l.* computed to be due to him as aforesaid; and also to be in full Discharge of all Monies charged upon the said Premises, and secured to him by or by Virtue of the before mentioned Terms of 99 Years and 1000 Years, or either of them; and for and in Consideration of the Sum of 5 *s.* of like lawful Money to the said Sir *G. H.* in Hand paid by the said *W. L.* at, &c. the Receipt, &c. the said Sir *G. H.* by the Direction of the said *P. D.* testified, &c. and at the Request and Nomination of the said *T. C.* and *J. L.* testified, &c. **Doth** bargained, sold, assigned and set over, and by these Presents, by the like Direction, and at the like Request and Nomination, (testified as aforesaid) **Doth** bargain, &c. unto the said *W. L.* his Executors, Administrators and Assigns, **All** that the said Manor or Lordship of *E.* or such Part or Parts thereof, and such of the said Premises comprised in the said recited Mortgage, made to the said Sir *G. H.* as aforesaid, which in and by an Indenture of Bargain and Sale, bearing Date the Day before the Date of these Presents, and made or mentioned to be made between the said *T. C.* and *S. T.* of the one Part, and the said *J. L.* of the other Part, and intended to be inrolled in the said High Court of Chancery, are bargained and sold, or mentioned, &c. unto and to the Use of the said *J. L.* and his Heirs, and also all the Estate, &c. of him the said Sir *G. H.* of, in, unto and out of, &c. **To have and to hold** the said Manor or Lordship, or such Part or Parts thereof, and such of the said Premises in Mortgage to the said Sir *G. H.* as aforesaid, which by the said Indentures of Bargain and Sale intended to be inrolled, are bargained and sold, or mentioned or intended to be bargained and sold to the Use aforesaid, with their and every of their Appurtenances, unto the said *W. L.* his Executors, Administrators and Assigns, from henceforth for and during the respective Residues and Remainders now to come and unexpired of the said several Terms of 99 Years and 1000 Years; **In Trust nevertheless** for the said *J. L.* his Heirs and Assigns, and to be conveyed and disposed of as he or they shall direct or appoint, and in the mean Time until such Direction or Appointment shall be made, to attend and wait upon the Freehold and Inheritance of the Premises herein before mentioned and intended to be hereby assigned unto the said *W. L.* and to protect the same Freehold and Inheritance from and against all mesne Incumbrances, if any such there be; **And** the said Sir *G. H.* for himself, &c. (*Covenant, done no Aet to incumber*): **And this Indenture further witnesseth**, that for the Considerations aforesaid, and for and in Consideration of the Sum of 5 *s.* of, &c. to the said Sir *G. H.* in Hand, &c. by the said *S. T.* at, &c. the Receipt, &c. he the said Sir *G. H.* by the Directions of the said *P. D.* testified as aforesaid, and at the Request and Nomination of the said *T. C.* and *J. L.* testified as aforesaid, **Doth** bargained, sold, assigned and set over, and by these Presents doth bargain, sell, assign and set over, unto the said *S. T.* his Executors, Administrators and Assigns, **All** the Residue of the said Premises comprised in the said recited Mortgage made to the said Sir *G. H.* which are not herein before assigned to the said *W. L.* being so much, or such Part and Parts of the said Premises, in Mortgage to the said Sir *G. H.* as aforesaid, which are excepted or reserved, or mentioned or intended to be excepted or reserved out of the said Bargain and Sale intended to be inrolled as aforesaid; and also all the Estate, &c. of him the said Sir *G. H.* of, in, unto and out of the same Premises hereby intended to be assigned to the said *S. T.* or any Part or Parts thereof; **To have and to hold** the said Residue of the said Premises in Mortgage unto the said Sir *G. H.* as aforesaid, and excepted out of the said Bargain and Sale intended to be inrolled, with the Appurtenances thereof, unto the said *S. T.* his Executors, Administrators and Assigns, from henceforth for and during the respective Residues now to come and unexpired of the said several Terms of 99 Years and 1000 Years; **In Trust nevertheless** for the said *T. C.* his Heirs and Assigns, and to be conveyed and disposed of as he or they shall direct or appoint, and in the mean Time until such Direction or Appointment shall be made, to attend

attend and wait upon the Freehold and Inheritance of the said Premises herein before mentioned and intended to be hereby assigned unto the said S. T. And the said Sir G. H. for himself, &c. (Covenant, done no Act to incumber): And this Indenture further witnesseth, that for the Considerations aforesaid, and for and in Consideration of the Sum of 2670*l.* of, &c. to the said T. C. in Hand paid by the said J. L. at, &c. the Receipt, &c. which said Sums of 2670*l.* and 6380*l.* make up together the said Sum of 9050*l.* which is the same Sum of 9050*l.* mentioned as the Consideration in the said Indenture of Bargain and Sale intended to be inrolled as aforesaid, and in Consideration of the Sum of 5*s.* of, &c. to the said T. C. in Hand likewise paid by the said W. L. the Receipt, &c. He the said T. C. hath ratified and confirmed, and by these Presents doth ratify and confirm unto the said W. L. All and singular the Premises herein before mentioned and intended to be hereby assigned to him by the said Sir G. H. as aforesaid, with their and every of their Appurtenances; To hold the same Premises with the Appurtenances, unto the said W. L. his Executors, Administrators and Assigns, from henceforth for and during the respective Residues and Remainders, now to come and unexpired of the said Terms of 99 Years and 1000 Years, without Impeachment of Waste, freed and discharged of and from all Provisoos, Agreements and Equity of Redemption whatsoever; Nevertheless upon the same Trust upon which the same Premises are herein before mentioned to be hereby assigned unto the said W. L. And this Indenture also further witnesseth, that for the Considerations aforesaid, and for and in Consideration of the Sum of 5*s.* of, &c. to the said T. C. in Hand paid by the said S. T. at, &c. the Receipt, &c. he the said T. C. hath ratified and confirmed, and by these Presents doth ratify and confirm unto the said S. T. the Premises herein before mentioned and intended to be hereby assigned to him by the said Sir G. H. To have and to hold the same Premises with the Appurtenances, unto the said S. T. his Executors, Administrators and Assigns, from henceforth for and during the respective Residues now to come and unexpired of the said Terms of 99 Years and 1000 Years, without Impeachment of Waste, freed and discharged of and from all Provisoos, Agreements and Equity of Redemption; Nevertheless upon the same Trust, as the same Premises are herein before mentioned to be hereby assigned unto the said S. T. (a) In Witness, &c.

Third Consideration.

Confirmation to the first Assignee.

Fourth Consideration.

Confirmation to the second Assignee.

An Assignment of a Term from a Mortgagee to a Trustee, to prevent a Merger of the Term in the Inheritance, indorsed on the Mortgage.

To all Persons, &c. the within named H. S. sendeth Greeting. Whereas the within named J. E. made Default in Payment of the within mentioned Principal Sum of 130*l.* and Interest secured by the within written Indenture to the said H. S. whereby the Estate and Interest of him the said H. S. of and in the within demised and assigned Messuage or Tenement, Lands, Hereditaments and Premises, is now in Law become absolute for the Residue of the within granted Term of 1000 Years: And whereas there is now justly due and owing from the said J. E. to the said H. S. for Principal and Interest Monies, on Account of and by Virtue of the within written Securities, in the whole the full Sum of — or thereabouts: And whereas the said H. S. hath contracted and agreed with the said J. E. for the absolute Purchase of the Fee-simple and Inheritance of the said Messuage or Tenements, Lands, Hereditaments and Premises, and of all his the said J. E.'s Estate, Right, Title, Interest, Equity and Benefit of Redemption, of, in and to the same Premises, for the further Sum of — *l.* And whereas previous to and before the conveying of the said Premises unto the said H. S. It was agreed that the said Term of 1000 Years of and in the said Premises, should not be merged; and that the now Residue of the said Term, and the Premises comprised therein, should be by them the said H. S. and J. E. assigned and ratified unto A. B. in Trust for the said H. S. To the Intent to protect the Inheritance of the said Premises from and against all mesne Incumbrances, in such Manner as herein after is mentioned: And whereas by Indentures of Lease and Release already prepared, and intended to bear Date respectively the — Days of this Instant July, and both made or mentioned to be made between the said J. E. of the one Part, and the said H. S. of the other Part, whereby (after reciting as in the said Indenture of Release is recited, and for the Considerations therein mentioned) the Fee-simple and Inheritance of the said mortgaged Hereditaments and Premises, are by the said J. E. intended to be absolutely granted and conveyed unto and to the Use of the said H. S. his Heirs and Assigns for ever: Now know ye, and these indorsed Presents witness, that in Consideration of — *l.* so now due from the said J. E. to the said H. S. as aforesaid, and

Recitals.

Default in Payment of Mortgage Money.

What due for Principal and Interest.

Mortgagee has agreed with Mortgagor for absolute Purchase.

Agreement that the Term should not be merged.

Conveyance of the Inheritance prepared.

Consideration.

PART II.

7 £

(a) To be executed by all the Parties.

Assignment
and Confirmation.
Parcels.

Habendum.

In Trust.

and also for and in Consideration of the said further Sum of — *l.* of, &c. to the said *J. E.* in Hand, &c. at, &c. the Receipt, &c. and also for and in Consideration of the Sum of *5s.* of like Money to them the said *H. S.* and *J. E.* in Hand paid by the said *A. B.* at, &c. **He** the said *H. S.* by and with the Consent, Direction, Nomination and Appointment of the said *J. E.* testified by his Sealing and executing thereof, **Hath** assigned, transferred and set over, and by, &c. **Doth**, &c. and the said *T. E.* **Hath** and by these Presents **Doth** ratify and confirm unto the said *A. B.* **The** within mentioned Messuage, &c. which in and by the within recited Indenture of Mortgage were by him the said *J. E.* demised to the within named *R. W.* and which by the within written Indenture were assigned unto the said *H. S.* or mentioned or intended so to be, with their Appurtenances, and all their Estate, Right, Title, Interest, Term of Years to come, Reversion, Benefit, Property, Claim and Demand whatsoever of them the said *H. S.* and *J. E.* or either of them, of, in, to or out of the hereby assigned Premises, and every Part and Parcel thereof, by Virtue of the said Indenture of Demise, and the within written Indenture of Assignment, or either of them, or otherwise howsoever; **To have and to hold** the said Messuage, &c. herein before mentioned and intended to be hereby assigned, with their Appurtenances, unto the said *A. B.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the within granted and assigned Term of 1000 Years, which is now to come and unexpired; **In Trust nevertheless** for the only Use and Benefit of the said *H. S.* his Heirs and Assigns, and to be assigned and disposed of, as he or they at any Time shall in that Behalf direct or appoint, and in the mean Time to attend, wait upon, and go along with the Reversion, Freehold and Inheritance of the said Premises so intended to be conveyed, unto and to the Use of the said *H. S.* his Heirs and Assigns as aforesaid, to the End to protect and preserve the same Inheritance from and against all other mesne Incumbrances (if any such there be). **In Witness** whereof the said *H. S.* and *J. E.* and also the said *A. B.* have hereunto set their Hands and Seals this — Day of, &c.

Another Assignment from a Mortgagee of a Term of Years to a Trustee, to prevent a Merger, to the Intent that Mortgagee may take a Conveyance of the Fee of Premises.

To all, &c. the within named *H. C.* sendeth Greeting. **Whereas** the within named *R. W.* hath agreed to convey the Reversion and Inheritance of the Messuages, Lands and Hereditaments within mentioned (expectant on the Determination of the within mentioned Term of 1000 Years) unto and to the Use of the said *H. C.* his Heirs and Assigns, by way of Mortgage: **Now know ye**, that to the Intent to prevent the said Term being merged in the Inheritance, and also for and in Consideration of the Sum of *5s.* of, &c. to the said *H. C.* in Hand paid by the said *W. S.* of, &c. the Receipt, &c. he the said *H. C.* **Hath** bargained, sold, assigned and transferred, and by, &c. **Doth**, &c. unto the said *W. S.* his Executors, &c. the Messuage or Cottage, and all and singular the Lands, Hereditaments and Premises, in and by the within written Indenture granted and demised, with their and every of their Appurtenances, and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said Messuage or Tenement, Lands, Hereditaments and Premises hereby assigned, with their and every of their Appurtenances, unto the said *W. S.* his Executors, &c. from henceforth, for and during all the Rest, Residue and Remainder of the within mentioned Term of 1000 Years yet to come and unexpired; **In Trust nevertheless** for the said *H. C.* his Heirs and Assigns, to attend and wait upon the Reversion and Inheritance of the said Premises, so agreed to be conveyed to him and them as aforesaid. **In Witness**, &c. (a)

Another, different from the former.

To all Persons to whom these indorfed Presents shall come, I the within named *R. W.* send Greeting. **Whereas** I intend to purchase to the Use of myself and my Heirs, the Messuage or Tenements, Ground and Hereditaments, assigned to me by the within written Indenture: **Now know ye**, that to prevent a Merger of the within mentioned Term of 47 Years, I the said *R. W.* in Consideration of the Sum of *5s.* of, &c. **Have** assigned and set over, and by these Presents **Do** assign and set over unto *R. C.* of, &c. his Executors,

(a) Note; This Deed Poll to be dated the Day next before the Date of Lease and Release, and to be indorfed on the original Mortgage.

Executors, Administrators and Assigns, the said Messuage or Tenement, Ground and Hereditaments, with their and every of their Appurtenances, and all my Estate, &c. **To have and to hold** the said Messuage or Tenement, Ground, Hereditaments and Premises, unto the said R. C. his Executors, Administrators and Assigns from henceforth, for and during all the Rest and Residue now to come and unexpired of the said Term of 47 Years; **In Trust nevertheless** for me the said R. W. my Executors, Administrators and Assigns, until the Fee-simple and Inheritance of the said Messuage or Tenement, Ground, Hereditaments and Premises, shall be conveyed unto and to the Use of me and my Heirs; and from and after the conveying the Fee-simple and Inheritance as aforesaid, then **In Trust** to be conveyed and disposed of as I the said R. W. my Heirs or Assigns, shall direct or appoint; and in the mean Time, until such Direction or Appointment, and subject to such Direction and Appointment, to attend and wait upon the Freehold and Inheritance of the Messuage or Tenement and Premises intended to be hereby assigned. **In Witness, &c.**

An Assignment of a Mortgage Term from a surviving Executor of a Mortgagee, with the Consent of the Executors of the Son of the Mortgagee, to a Purchaser of the Inheritance of mortgaged Premises.

NOW all Persons, by these Presents, that A. B. Esq; (the surviving Executor of the last Will and Testament of the within named M. J. and also one of the Executors of the last Will and Testament of R. J. Son and Residuary Legatee of the said M. J.) in Consideration that T. B. of, &c. (who hath purchased the Inheritance of the within mortgaged Premises) hath now paid the Sum of 231 l. (being the Principal and Interest Monies due on the Mortgage or Security within written) and for divers other good Causes him the said A. B. moving, **He** the said A. B. (by and with the Consent of J. B. and T. B. Esqrs. the two other surviving Executors of the said R. J.) *Doth* hereby assign, transfer and set over unto the said T. B. **All** and singular the Messuages, Cottages, Lands, Tenements and Hereditaments whatsoever, in and by the within written Indenture granted, or mentioned to be granted, and every Part and Parcel thereof, with their Appurtenances, and all the Estate, &c. **To have and to hold** the said Premises, with the Appurtenances, unto the said T. B. his Executors, &c. from henceforth, for and during all the Rest and Residue of the within mentioned Term of 460 Years, which is now to come and unexpired: **And** the said A. B. doth hereby for himself, his Executors and Administrators, covenant with the said T. B. his Executors, Administrators and Assigns, that he the said A. B. hath not made, done or committed any Act, Deed, Matter or Thing whatsoever, whereby or wherewith the Premises hereby assigned, or any Part thereof, is, are, can or may be forfeited, surrendered, charged or incumbered. **In Witness** whereof the said A. B. J. B. and T. B. have hereunto set their Hands and Seals this — of, &c.

A Deed whereby three Mortgagees assign, surrender up and release to the Mortgagor two new Messuages, &c. comprised in their three several Mortgages, to the Intent that the Mortgagor might dispose thereof, the other mortgaged Premises being an ample Security, &c.

THIS Indenture Quadripartite, made, &c. **Between** J. S. of, &c. of the first Part, J. R. of, &c. of the second Part, J. H. of, &c. of the third Part, (the three Mortgagees) and M. R. of, &c. Esq; of the fourth Part, (the Mortgagor). **Whereas** by an Indenture of Demise by way of Mortgage, bearing Date on or about the fourth Day of June, &c. and made, &c. between the said M. R. of the one Part, and the said J. S. of the other Part, the said M. R. (in Consideration of the Sum of 200 l. of, &c. to him paid by the said J. S. as therein mentioned) *Did* grant, sell and demise unto the said J. S. **All** that, &c. **To hold** unto the said J. S. his Executors, &c. from the Day next before the Day of the Date of the same Indenture, for and during and unto the full End and Term of 1000 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste, *At* and under the yearly Rent of a Pepper Corn; *Subject nevertheless* to a Proviso or Condition in the same Indenture contained for making void thereof on Payment of the said Sum of 200 l. and Interest, at the Place, on the several Days and in such Manner as therein mentioned: **And whereas** the said J. S. did afterwards advance and lend unto the said M. R. the further Sum of 300 l. of like Money, and he the said M. R. in Consideration thereof, and for securing thereof with Interest, did by his Deed Poll bearing Date on or about the 19th

Recitals, viz.
The first Mortgage to Mr. S. for 200 l. and Interest.

As to his further Security by Indorsement for 300 l. and Interest.

As to the second Mortgage to Mr. H. for 200*l.* and Interest.

As to the third Mortgage to Mr. H. for 300*l.* and Interest.

As to the three Principal Sums, and some Interest being now due.

And that all the Premises respectively demised now remain charged with Payment thereof.

As to the Mortgagor's having new built two Messuages on Part of the Premises; and of his Request to Mortgagees to surrender up and release the same to him, to dispose of as he should think fit; and that they, in Regard the Residue of the Premises being an ample Security, have consented and agreed thereto.

Considerations, whereby Mortgagees, at Request of Mortgagor, and for 5*s.* by him to them paid, surrender up, remise and release to Mortgagor the said two new Messuages, Tofts, &c. Reversion, Estate, &c.

19th of August, &c. and written upon the Back of the said recited Indenture of Demise, charge the said mortgaged Premises as well with Payment of the said Sum of 300*l.* and Interest, as also of the before mentioned Sum of 200*l.* and Interest, in such Manner as in the said Deed Poll is mentioned: **And whereas** by one other Indenture of Demise by way of Mortgage, bearing Date, &c. and made, &c. between the said M. R. of the one Part, and the said J. R. of the other Part, the said M. R. (in Consideration of the Sum of 200*l.* of &c. to him paid by the said J. R. as therein mentioned) *Did* likewise demise, grant and sell unto the said J. R. **The** said Piece, &c. *To hold* to the said J. R. his Executors, &c. from the Day next before the Date of the same Indenture, for and during the Term of 1000 Years, without Impeachment of Waste, and fully to be compleat and ended, at and under the yearly Rent of one Pepper Corn; *Subject nevertheless* to a Proviso or Condition in the same Indenture contained for making void thereof on Payment of the same Sum of 200*l.* and Interest, at the Place, on the several Days and in Manner as therein also mentioned: **And whereas** by one other Indenture of Demise by way of Mortgage, bearing Date, &c. and made, &c. between the said M. R. of the one Part, and the said J. H. of the other Part, the said M. R. (in Consideration of the Sum of 300*l.* paid to him by the said J. H. &c. (as above to Mr. R.) as by the said three several in Part recited Indentures and Deed Poll, Relation being to them respectively had, more fully may appear: **And whereas** the said several Principal Sums of 200*l.* and 300*l.* so secured to the said J. S. and also the said Sum of 200*l.* so secured to the said J. R. and likewise the said Sum of 300*l.* so secured to the said J. H. in Manner as aforesaid, have not been paid, and the same several Sums are now due and owing unto them the said J. S. J. R. and J. H. respectively, together with some Interest for each of the said several and respective Sums of Money, and all and singular the several Messuages or Tenements, Hereditaments and Premises herein before mentioned, and in the said several recited Indentures comprised, remain and continue as Security for, and charged and chargeable with the Payment of the same several and respective Principal Sums of Money and Interest for the same: **And whereas** the said M. R. hath lately erected and built two new Brick Messuages or Tenements on the two several Tofts, Pieces or Parcels of Ground herein after mentioned and described, (being Part of the Premises in the said several recited Indentures of Demise comprised) whereon formerly stood two old Messuages or Tenements; **And** the said M. R. hath requested them the said J. S. J. R. and J. H. that they would respectively assign, surrender up and release unto him the said M. R. the said two Tofts, Pieces or Parcels of Ground, and the said two Brick Messuages or Tenements thereupon erected and new built as aforesaid, to the Intent that he the said M. R. and his Heirs may hold and enjoy the same, or dispose or do therewith as he or they shall think fitting: **And** in Regard the Residues of the said Messuages or Tenements, Hereditaments and Premises in the said several recited Indentures of Demise comprised, are and will be and remain a very ample and sufficient Security unto them the said J. S. J. R. and J. H. for the Payment of the said several Principal Sums of Monies herein before mentioned to be to them respectively due and owing as aforesaid, with Interest for the said several and respective Sums of Money, to which Request of the said M. R. they the said J. S. J. R. and J. H. have respectively consented and agreed: **Now this Indenture witnesseth**, that they the said J. S. J. R. and J. H. (in Pursuance of their said Agreement, and at the special Instance and Request of the said M. R. and for and in Consideration of the Sum of 5*s.* a-piece of, &c. to each of them respectively paid by the said M. R. at, &c. the Receipt, &c.) **Have**, and each and every of them **hath** assigned, surrendered and yielded up, remised, released, and for ever quit-claimed, and by these Presents **Do**, and each and every of them **Doth**, &c. unto the said M. R. his Heirs, Executors, Administrators and Assigns, **All** those the said two new Brick Messuages or Tenements, situate, &c. and all those the said two several Tofts, Pieces or Parcels of Ground whereon the said two new Brick Messuages are erected, built and now standing; **Together** with all Ways, &c. which said two new Messuages, or Tenements and Premises, are now in the Tenure or Occupation of, &c. and the Reversion, &c. of the said two new Messuages, &c. **And** all the Estate, Right, Title, Interest, Term and Terms of Years to come and unexpired, Property, Claim and Demand whatsoever, both at Law and in Equity, of them the said J. S. J. R. and J. H. any or either of them, of, in and to the said two new Brick Messuages or Tenements, Tofts, Pieces or Parcels of Ground and Premises, and every Part and Parcel of them, or either of them, by Virtue of the said several herein before recited Indentures of Demise and Deed Poll, any or either of them, or otherwise howsoever; **To have and to hold** the said two new Brick Messuages or Tenements, and the said two several Tofts, Pieces or Parcels of Ground and Premises herein before mentioned, and hereby intended to be assigned, surrendered and yielded up, remised, released and for ever quit-claimed, with their and every of their Appurtenances, unto the said M. R. his Heirs, Executors, Administrators and Assigns from henceforth, for and during all the Rest, Residue and Remainder of the said several

several Terms of 1000 Years, 1000 Years, and 1000 Years, in the said several herein before recited Indentures of Demise or Mortgage mentioned, and thereby respectively granted, now to come and unexpired, in as full, large, ample and beneficial Manner and Form to all Intents and Purposes whatsoever, as they the said J. S. J. R. and J. H. any or either of them, their, any or either of their Executors, Administrators or Assigns, might, could, or of Right ought to have held and enjoyed the same, by Force and Virtue of the said several herein before recited Indentures of Demise, or Mortgage or Deed Poll to them respectively made as aforeaid, if this present Indenture had not been made, discharged of the said several Provisions or Conditions in the same Indentures of Demise or Mortgage respectively contained for Redemption of the said two new built Brick Messuages or Tenements, Tofts, Pieces or Parcels of Ground and Premises, and of all Right, Title and Equity of Redemption whatsoever and howsoever in and to the same. **Provided always,** and the true Intent and Meaning of these Presents, and of all the Parties hereunto, is, and is hereby declared so to be, that these Presents, or any Thing herein contained, shall not be deemed, construed or taken to release or discharge any more or other Part or Parts of the said Piece or Parcel of Ground, Messuages or Tenements, Hereditaments and Premises in the said several herein before recited Indentures of Demise or Mortgage respectively comprised, and thereby respectively demised and granted to them the said J. S. J. R. and J. H. for the said several Terms of 1000 Years, 1000 Years, and 1000 Years as aforeaid, (other than and except the said two new built Brick Messuages or Tenements, and the said two several Tofts, Pieces or Parcels of Ground and Premises herein before mentioned, and hereby intended to be assigned, surrendered and yielded up, remised, released, and for ever quit-claimed, or hereby meant and intended so to be, but all and every the Rest and Residue of the said Piece or Parcels of Ground, Messuages or Tenements, Hereditaments and Premises in the said herein before recited Indentures of Demise or Mortgage comprised, and thereby respectively demised and granted unto them the said J. S. J. R. and J. H. their several Executors, Administrators and Assigns, for the said several Terms of 1000 Years, 1000 Years, and 1000 Years as aforeaid, shall from henceforth stand, remain, continue and be unto them the said J. S. J. R. and J. H. respectively, their several and respective Executors, Administrators and Assigns, as Security for and charged and chargeable with the Payment of the said several Principal Sums of 200*l.* and 300*l.* and 200*l.* and 300*l.* in the said several recited Indentures of Demise, or Mortgage and Deed Poll of Indorsement mentioned, and with all such Interest as now is or hereafter shall accrue and grow due for the said several Principal Sums of Money, unto them the said J. S. J. R. and J. H. respectively, their respective Executors, Administrators and Assigns. **And** the said J. S. for himself, &c. doth covenant, &c. that he the said J. S. hath not, &c. made, done or committed, or wittingly or willingly suffered any Act, &c. wherewith or whereby the said two new built Messuages or Tenements, two several Tofts, Pieces or Parcels of Ground and Premises herein before mentioned, and hereby intended to be assigned and yielded up, remised, released, and for ever quit-claimed, or any Part thereof, is, are, shall or may be in any wise impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. *(The like respective Covenants from Mr. R. and Mr. H.)* **In Witness, &c.**

XXXII. Of Notes.

An Assignment of a Note in Consideration of the Value paid, with a Letter of Attorney, and usual Covenants; and a Covenant that if the Drawer should be insolvent, the Assignor shall pay the Money.

TO all Persons, &c. R. M. of, &c. sendeth Greeting. **Whereas** W. W. of, &c. Recital of the by his Note dated, &c. now last past, hath thereby promised to pay to the said R. M. Note. five Months after Date thereof, the Sum of 30*l.* as by the said Note signed by the said W. W. and indorsed on the Back thereof by the said R. M. may appear: **Now these Presents** Consideration. **Witness,** that for and in Consideration of the Sum of 30*l.* of, &c. to him the said R. M. well and truly paid by E. C. of, &c. at, &c. the Receipt, &c. **He** the said R. M. **hath,** Assignment. and by, &c. **Doth** absolutely bargain, sell and assign unto the said E. C. the above recited Note, and the said Sum of 30*l.* thereby secured, and to become due and payable, and all the Right, Title, Property, Claim and Demand whatsoever of him the said R. M. of, in or to the hereby assigned Note, Monies and Premises, and all Benefit and Advantage to be had or made thereof; **To have, hold,** receive, take and enjoy the said hereby assigned Note, Monies and Premises, unto and to the Use of the said E. C. his Executors, Administrators and Assigns, from henceforth for ever. **And** for the more effectual enabling him the said E. Letter of At- C. his, &c. to recover and receive the said hereby assigned Sum of 30*l.* he the said R. M. hath, **torney.**

hath, &c. constituted, &c. the said E. C. his, &c. his true and lawful Attorney, &c. to commence, &c. any Action, &c. against the said W. W. his, &c. for the recovering and receiving of the said hereby assigned Sum of 30*l.* and upon Receipt, &c. and further to do, &c. and also to keep and detain the same to his and their own Use without any Account to be given to him the said R. M. for the same: **And** the said R. M. for himself, &c. doth covenant to and with the said E. C. his, &c. by, &c. in Manner, &c. that he the said R. M. hath not at any Time heretofore released or discharged the said hereby assigned Note; nor shall nor will at any Time hereafter release or discharge the same; nor shall nor will disavow, discontinue, release or discharge any Action or Suit to be thereupon brought or commenced; nor revoke or countermand any Power or Authority hereby given to the said E. C. his, &c. without the Consent of the said E. C. his, &c. first had and obtained for that Purpose. **And** lastly, that in Case it shall happen by Reason of any Insufficiency or Insolvency of the said W. W. or otherwise, the said hereby assigned Sum of 30*l.* or any Part thereof, shall or cannot be recovered and received by the said E. C. his, &c. from the said W. W. his, &c. or his or their Estate, that then and in such Case he the said R. M. his, &c. shall and will make good and pay to the said E. C. his, &c. the said Sum of 30*l.* or so much thereof, as by Reason of any such Insufficiency, Insolvency, or otherwise as aforesaid, cannot be recovered and received from the said W. W. his, &c. or his or their Estate, on Account of the hereby assigned Note and Premises: **And** for true Performance of the afore mentioned Covenants, he the said R. M. doth hereby bind himself, his Executors and Administrators, unto the said E. C. his Executors, Administrators and Assigns, in the Sum of 60*l.* of lawful Money, firmly by these Presents. **In Witness, &c.**

Covenant,
has not, nor
will release
the Note,

nor discharge
any Action.

In Case of In-
sufficiency or
Insolvency of
the Drawer of
the Note, the
Assignor to
make good
the same.

Penalty.

An absolute Assignment by the Indorser and Indorsee of a Note of Hand, indorsed in Trust to the Indorsee or Bearer, in Consideration of a Sum of Money paid down, and another Sum secured to be paid.

TO all, &c. A. &c. and B. &c. send Greeting. **Know ye,** That in Consideration of 5*l.* to the said B. in Hand paid at, &c. by C. of, &c. the Receipt, &c. and thereof, &c. and of the further Sum of 5*l.* secured to be paid to the said B. by Note under the Hand of the said C. of the Date hereof, and in Consideration of 12*d.* to the said A. in Hand paid at, &c. by the said C. &c. **The** said A. at the Request, and by and with the Consent and Direction of the said B. testified, &c. and likewise the said A. and B. **Do** and either of them **Doth** hereby assign and set over unto the said C. a **Note** under the Hand of D. dated — for the Sum of 36*l.* payable with Interest at, &c. then next, whereon remains due the Sum of 30*l.* which Note is by Indorsement under the Hand of the said B. dated —, made payable unto the said A. or Bearer, but was nevertheless **In Trust** only for the said B. and is since delivered up to the said B. together with the Sum of 30*l.* so remaining due and payable upon the said Note, and all other Monies due and to grow due thereupon; and all their and either of their Right, Title, Claim and Demand, of, in and to the said Note and Sum of 30*l.* remaining due, and all other Monies to grow due thereupon; **To have,** hold and receive the same unto the said C. his, &c. to his and their own Use and Uses for ever, without any Account to be made or given for the same: **And** they the said A. and B. do, &c. (*Letter of Attorney*) **And** the said A. and B. do, &c. covenant, &c. to, &c. that the remaining 30*l.* mentioned to be due upon the said Note, and Interest for the same, is justly due and owing to them or one of them, and that they or either of them have not received or discharged the said remaining 30*l.* or the Interest due on the said Note, or any Part thereof, or the said Note, or any ways incumbered the same, nor will at any Time hereafter release or discharge the same, but at the Request, and with the Consent in Writing under the Hand and Seal of the said C. his, &c. **And** that they and either of them will, on Request, do any further Act for the better assigning the said Note and Money thereon due and to grow due unto the said C. his, &c. and to enable him and them to recover and receive the same to his and their own Use and Uses, as shall be reasonably required. **In Witness, &c.**

An Assignment of a Note to a Creditor in Satisfaction of his Debt, but if more than the Debt is received (the Note being for more) the Surplus to be returned to the Assignor.

Recital of
Note.

THIS Indenture, &c. Between A. B. of, &c. and C. D. of, &c. Whereas E. F. of, &c. by his Promissory Note under his Hand bearing Date, &c. did promise to pay to the said A. B. (by the Name of Mr. A. B.) or Order — *l.* — Months after Date

Date, for Value received, as by the same Note may appear: **And whereas** the said Sum of Money still is still due and owing to the said *A. B.* **Now this Indenture witnesseth,** That due. the said *A. B.* for and in Consideration of the Sum of 5*s.* of, &c. to him in Hand, &c. **He** Consideration. the said *A. B.* hath granted, &c. unto the said *C. D.* his, &c. **The** said Note, and all the Assignment. Money now due thereupon, with all Interest accrued and grown due, or which shall, &c. thereupon; **And** all his the said *A. B.*'s Right, &c. **To have,** &c. unto the said *C. D.* his Habendum. Executors, Administrators and Assigns, **To the Uses,** Intents and Purposes following, viz. Uses. **First,** it is covenanted, granted and agreed, by and between the said Parties to these Presents, for themselves respectively, and for their several and respective Executors and Administrators, that out of the Money to be recovered and received on the said Note, the said *C. D.* shall and may retain in his own Hands the Sum of — which is now justly due and owing to him from the said *A. B.* if he shall recover and receive so much as — *l.* of the said Note of — *l.* and if he shall not recover so much as — *l.* then it shall and may be lawful for him to retain what Sum he shall recover and receive less than — *l.* in his own Hands, towards Satisfaction and Payment of the said — *l.* so above mentioned to be due from the said *A. B.* to the said *C. D.* **And next** after the said — *l.* so due from, &c. as aforesaid, shall be fully recovered and received by and retained in the Hands of the said *C. D.* it shall be lawful for, and it is agreed by and between, &c. that the said *C. D.* may retain in his Hands the full Charges and Expences, which he the said *C. D.* shall have been put to in the Recovery or Receiving the said — *l.* (The Total Money in the Note) or such Part thereof as he shall receive, and then return to the said *A. B.* his, &c. the Residue of the said — *l.* as he the said *C. D.* shall receive over and above the Amount of the said — *l.* so due to the said *C. D.* and his Charges as above. (Letter of Attorney and usual Covenants.) **In Witness,** &c.

XXXIII. Of Orphan's Stock. (a)

TO all, &c. I *R. D.* of, &c. Widow and Executrix of the last Will and Testament of the within named *J. D.* who survived the within named *T. C.* send Greeting. **Whereas** a Marriage was had and solemnized between the within named *T. M.* and *B. P.* soon after the Execution of the within written Indenture, and the said *T. M.* by his Deed Poll, bearing Date, &c. and registred the, &c. in the Chamberlain's Office of the City of London, Did assign unto the said *J. D.* and *T. C.* all the Right of him the said *T. M.* in and to all such Monies as then were or should be payable out of the Chamber of London, by Virtue of an Act of Parliament, intituled, *An Act for the Relief of the Orphans,* &c. for or in Respect of the Sur of 272*l.* 11*s.* 6*d.* $\frac{3}{4}$, due to him in Right of *B.* then his Wife, from the said Chamber, on the, &c. **Upon Trust** to permit *T. K.* therein named, to receive all Monies payable for the said 272*l.* 11*s.* 6*d.* $\frac{3}{4}$ during the Life of the said *T. M.* and after his Death upon the several Trusts, and to and for the several Uses, Intents and Purposes therein particularly mentioned as to the said 272*l.* 11*s.* 6*d.* $\frac{3}{4}$ and all Monies to be then payable for the same, which Trusts, Uses, Intents and Purposes, are the same in Effect as are declared and expressed in the within written Indenture, of and concerning the within mentioned Sum of 240*l.* Principal Money and Interest thereof, to take Effect after the Death of the said *T. M.* (which said Sum of 240*l.* and Interest due for the same, were the Monies, whereof consisted the said Sum of 272*l.* 11*s.* 6*d.* $\frac{3}{4}$.) mentioned in the said Deed Poll: **And whereas** since the making of the said Indenture and Deed Poll, the said *T. M.* and *B.* his Wife, are both dead, leaving no Child of the said *T. M.* on the Body of the said *B.* his Wife begotten, and at the Time of the Death of the said *B.* his Wife (who survived the said *T. M.* her Husband) *S. M.* *T. M.* *C. M.* and *J. M.* (the Daughters and Sons of the said *T. M.* deceased, by *S.* his former Wife) were all the Children of the said *T. M.* who were then living, and the said *S. T. C.* and *J. M.* (the Daughters and Sons) are yet living; and by Virtue of the Trusts in the said Indenture and Deed Poll, or by Virtue of some of them, they the said Daughters and Sons are intitled in Equity to the said Sum of 272*l.* 11*s.* 6*d.* $\frac{3}{4}$ and all Monies payable for the same since the Death of the said *B.* **And whereas** the said *J. D.* my late Husband survived the said *T. C.* and is since dead, and I am the Relict and Executrix of my said Husband: **Now know ye,** that I the said *R. D.* in Performance of such Trust and Trusts as are vested in me as Executrix of my said late Husband, touching the said Sum of 272*l.* 11*s.* 6*d.* $\frac{3}{4}$ and all Monies payable for the same since the Death of the said *B.* and for divers Considerations me moving, **Have**

(a) Note; That upon Application made to the Person who registers Assignments of Orphans Stock, the said Officer would not take Notice of Trusts in Assignments, and that the Way to raise Trusts was to make an Assignment to Trustees, and they to declare the Trust by another Deed, and then the Trustees may give a Letter of Attorney to the *Cestuy que Trust* successively to receive the Interest.

(as far as in me lies) assigned, transferred and set over, and by these Presents **Do** (as far as in me lies) assign, transfer and set over, unto and to and for the Use and Benefit of the said *S. T. C.* and *J. M.* (the Daughters and Sons) their Executors, Administrators and Assigns, **The** said Sum of 272 *l.* 11 *s.* 6 *d.* $\frac{3}{4}$. and all Monies payable for the same since the Death of the said *B.* and from thenceforth to become payable; **And also** all my Estate, Right, Title, Interest, Trust, Claim and Demand, of, in, unto and out of the same Sum of 272 *l.* 11 *s.* 6 *d.* $\frac{3}{4}$. and Monies payable and to be payable for the same as aforesaid, and of, in, unto and out of every Part thereof; **And, &c.** (*Covenant from Mrs. D. that she has not incumbered.*) **In Witness, &c.**

XXXIV. Of Patents.

An Assignment of a Patent for the sole Use of an Invention for fourteen Years.

THIS Indenture made, &c. **Between** *A. B.* of — of the one Part, and *C. D.* of — of the other Part. **Whereas** the said *A. B.* hath by his long Study, Experience and Experience, invented a Method of — by a new and useful Engine never before known or used in this Kingdom: **And whereas** upon representing the same to his present Majesty King *George* the Second, by Letters Patent bearing Date, — his said Majesty hath given and granted unto the said *A. B.* his Executors, Administrators and Assigns, and his and their Deputy and Deputies, Servants and Agents, special Licence, full Power, and lawful Authority, to use, exercise and enjoy the said new Invention, which he the said *A. B.* hath found out and attained, as aforesaid, within any Place or Places whatsoever, in or belonging to the Kingdom of *England* in such Manner according to such Limitations, as to him the said *A. B.* his Executors, Administrators and Assigns, or any of them shall be thought fit and convenient; **And that** he the said *A. B.* his Executors, Administrators and Assigns, shall and may have and enjoy the sole Benefit, Profit and Advantage, from Time to Time, coming, growing and arising, by Reason or Means of the said Invention, during the Term of fourteen Years, from the Date of the said Letters Patent, **With** a Prohibition to all Persons whatsoever, other than the said *A. B.* his Agents or Assigns, to use the said Invention, or any Thing thereto belonging; as in and by the said Letters Patent inrolled in the High Court of Chancery may more fully appear: **Now this Indenture witnesseth**, That the said *A. B.* for and in Consideration of the Sum of — to him in Hand paid by the said *C. D.* the Receipt whereof is hereby acknowledged, **hath** granted, assigned and set over, and by these Presents **Doth** grant, assign and set over, unto the said *C. D.* his Executors and Administrators, all the Right, Title and Interest of him the said *A. B.* of, in and to the new Invention aforesaid, granted and secured by the aforesaid Patent from his present Majesty King *George* the Second; **To have and to hold** the said new Invention, with the Benefit, Profit and Advantages thereof, to the said *C. D.* his Executors, Administrators and Assigns, in as ample and beneficial a Manner, to all Intents and Purposes, as he the said *A. B.* by Virtue of the said Letters Patent may or might have or hold the same, if this present Assignment had not been made, for and during all the Residue of the said Term of fourteen Years mentioned in the said Letters Patent. **And** the said *A. B.* doth by these Presents constitute and appoint the said *C. D.* his Assignee and Grantee of and for the said Invention, and the Profits thereof, for the Residue and Remainder of the said Term of fourteen Years granted by the Patent above mentioned. **And** the said *A. B.* doth covenant to and with the said *C. D.* that he the said *C. D.* his Executors and Administrators, shall and may, by Virtue of these Presents, have and take and receive all Profits and Advantages whatsoever, that may or shall be made for or by Reason of the new Invention aforesaid; **And** that he the said *A. B.* his Executors and Administrators, shall and will do and execute, or cause or procure to be done and executed, all and every other Act and Acts, Thing and Things, Device and Devices, for the further, better, and more perfect assigning and assuring of the Patent above mentioned, and the Right, Title and Interest of the said *A. B.* his Executors, Administrators and Assigns, as he the said *C. D.* his Executors, Administrators and Assigns, or his or their Counsel learned in the Law, shall advise and require. **In Witness, &c.**

See Title **Petitions**, for the Method of obtaining Letters Patent.

XXXV. Of Pensions.

An Assignment of a Pension on the Irish Establishment, in Trust for the Payment of Debts.

THIS Indenture, &c. Between B. C. of, &c. of the one Part, and A. M. of, &c. and S. S. of, &c. (two of the Creditors of her the said B. C.) of the other Part. **Whereas** Recitals.
by Virtue of his Majesty's Sign Manual, Warrant, Order, or some other Instrument, she the said B. C. is now intitled to have and receive an Annuity or Pension of 100*l.* per Ann. upon As to the Pen-
the Establishment of Ireland, and payable out of the Treasury there; or in the Treasury of sion payable
that Part of Great Britain called England, upon the Revenue arising out of the Kingdom of to B. C.
Ireland, in such Manner as therein is mentioned, as by the same Warrant, Order or other In-
strument, duly inrolled or entred, as well in his Majesty's Treasury Office of Ireland, as also of
the like in England, (Relation, &c.) **And whereas** the said B. C. on the Day of the Date B. C. indebted
hereof, is and stands justly and truly indebted unto said A. M. and S. S. and the other several to Persons in
and respective Persons, Creditors of her the said B. C. who have subscribed their Names, toge- a Schedule.
ther with their several Debts or Sums of Money now due and owing to each Creditor, in such
Manner as is particularly mentioned and set forth in a Schedule hereunder written: **And where-**
as, &c. (Unable to pay; Agreement to assign the Pension, in Trust for Creditors, in such Propor-
tions and Manner as herein after is mentioned.) **They** the said Creditors by their Letter of Li- Letter of Li-
cence duly executed, bearing Date the Day next before the Date hereof, **Have** thereby given cence.
and granted to her the said B. C. full and free Liberty, Leave and Licence, as to her Person,
Goods and Chattels to pass and repass without any Let, &c. from them the said Creditors, for
and during the Space of five Years, to commence from the Date thereof, in such Manner as
therein is mentioned; **As by,** &c. **Now this Indenture witnesseth,** That the said B. C. Consideration.
in Consideration of such Letter of Licence so given to her by her said Creditor as aforesaid, and
also to the Intent and Purpose, that they the said several subscribing Creditors may out of the
said yearly Pension of 100*l.* be as soon as possible paid and satisfied their said several Debts
now due to them as aforesaid; and also in Pursuance and Performance of her before mentioned
Agreement for that Purpose; and also for and in Consideration of the Sum of 5*s.* of law-
ful Money to the said B. C. in Hand paid by the said A. M. and S. S. ar, &c. the Re-
ceipt, &c. and for divers, &c. **She** the said B. C. **Doth** ab- Assignments.
solutely bargain, sell, assign, transfer and set over, unto them the said A. M. and S. S. their,
&c. **All** that the said before mentioned Annuity, Pension or yearly Sum of 100*l.* so issuing
and payable to her the said B. out of his said Majesty's Treasury in Ireland upon the before
mentioned Irish Establishment, out of the said Revenues there arising as aforesaid; together
with all and every the Sum and Sums of Money from henceforth to grow due by Virtue or
Means thereof; and also all the Right, Title, Interest, Property, Benefit, Claim and De-
mand whatsoever, either at Law or in Equity, of her the said B. C. of, in or to the said
hereby assigned yearly Pension, Monies and Premises, or any Part thereof, by Virtue of the
said Warrant or other Instrument, on the said Establishment or otherwise howsoever, together
with the same Warrant or other Instrument; **To have, hold,** receive, take and enjoy the **Habendum.**
said Annuity or Pension of 100*l.* per Ann. and all and singular other the hereby assigned Pre-
mises unto the said A. M. and S. S. their Executors, Administrators and Assigns from the
Day next before the Date hereof, for and during the full Term of five Years from thence next
ensuing; **Nevertheless** to, for and upon the several Trusts, and subject to the Proviso In Trust;
herein after mentioned, expressed and declared, of and concerning the same, that is to say,
Upon this special Trust, That they the said A. M. and S. S. and the Survivor of them after Costs,
and the Executors, &c. of such Survivor, after deducting to themselves all their Costs and
Charges touching the Receipt of the hereby assigned Monies and Premises, and which they
are hereby impowered so to do (testified by the Consent of the said B. C.'s executing hereof,
and of each of the said Creditors subscribing these Presents) shall and will from Time to Time,
and at all Times, when and as soon as the said Annuity or yearly Pension of 100*l.* or any
Part thereof, shall be by them had and received, pay or cause to be paid, all and every such to pay in
Sum and Sums of Money to be by them or either of them, from Time to Time so received, Proportion;
unto themselves, and all and every other of the said hereby subscribing Creditors, and that &c.
rateably and proportionably, according to their several and respective Debts hereunder particu-
larly mentioned and set forth, until such Time only as every such respective Creditor's Debt
shall be to them fully paid and satisfied; and from and immediately after full Payment and
Satisfaction of all and every such Debts, and of all Costs and Charges touching the Receipt of
the same; **Then in Trust** for the said B. C. her, &c. and to be assigned and disposed of as
the

Letter of At-
torney.

she or they shall direct and appoint; And for the better, &c. to ask, demand and receive out of and from his said Majesty's Treasury, and of and from all and every Person and Persons whomsoever, that are or shall be liable to pay the same, all and singular the said hereby assigned Pension, Monies and Premises; and upon Receipt, &c. proper and sufficient Discharges either in the Name of her the said B. C. or in their, any or either of their own Names, to give for the same; and finally to do all, &c. and that as fully, &c. and she the said B. C. doth hereby give, &c. all her full and absolute Power, &c. **Nevertheless** upon and under the Trusts aforesaid. **Provided always**, and it is hereby expressly agreed and declared by and between all, &c. and the true Intent, &c. is, that from and immediately after Payment of all and every the Sum and Sums of Money so now due and owing to every such subscribing Creditor as aforesaid, and of all Charges touching the Receipt of the hereby assigned Monies and Premises, then and from thenceforth these Presents, and the Assignment hereby made, and every Thing herein contained, shall be void and of no Effect; any Thing, &c. **And** each of them the said A. M. and S. S. for themselves severally and respectively, and for their several and respective Executors and Administrators, doth covenant to and with the said B. C. and every of the said Creditors who shall subscribe these Presents, and to and with their several Executors, Administrators and Assigns, by these Presents, that they the said A. M. and S. S. their Executors, Administrators and Assigns, or some of them, shall and will at all Times, on their Receipt of the said hereby assigned Pension of 100*l.* or of any Part thereof, pay and apply the same to themselves and every other of the said several subscribing Creditors, rateably and proportionably according to the Trust aforesaid touching the same. **In Witness, &c.**

Proviso, that
after Payment,
these Presents
to be void.

Covenant
from the Tru-
stees to the
Creditors to
pay the Mo-
nies when re-
ceived, ac-
cording to the
Trust, &c.

An Assignment of a Sea Captain's Half-pay.

Warranty.

TO all, &c. I Captain J. C. of, &c. Gent. send Greeting. **Know ye**, That I the said J. C. for and in Consideration, &c. **Have, &c.** All my Half-pay that shall accrue and be due unto me from — to T. J. as also my whole Estate, &c. of, in and to the same; **To have and to hold**, &c. to his and their own proper Use and Behoof, and as his and their own proper Goods and Chattels for ever; **All** and singular which said bargained Premises shall be for ever by me the said J. C. my Executors and Administrators, warranted and defended unto the said J. T. his, &c. against the Claim or Demand of any Person or Persons, and free, &c. **In Witness, &c.**

XXXVI. Of a Pew.

Recitals.
E. F. intitled
to a Chapel.

Demised a
Pew to A. B.

Subject to the
Building Ar-
ticles.

Consideration.
Assignment.

Habendum.

Covenants.

THIS Indenture, &c. Between A. B. of, &c. and C. D. of, &c. **Whereas** by Indenture bearing Date, &c. Between E. F. of, &c. of the one Part, and the said A. B. of the other Part, **Reciting** that the said E. F. was possessed of, or intitled to **All** that Chapel, or new Erection or Building intended for a Chapel, called, &c. situate, &c. for the Remainder of a Term of — Years, which commenced from, &c. **And** that the said A. B. being desirous to purchase a Pew or Seat in the said Chapel, the said E. F. in Consideration of the Sum of, &c. **Did** demise, lease and let to the said A. B. **All** that Pew or Seat in the said Chapel, situate, &c. marked, &c. with free Liberty of Ingress, Egress and Regress, unto and from the same at all convenient Times of Divine Service, and at all other reasonable Times whatsoever; **To hold** the said Pew or Seat to the said A. B. his Executors, Administrators and Assigns, from, &c. for and during, &c. of — Years from thence, &c. **Subject** to the several Covenants, Clauses, Provisoes and Agreements mentioned and contained in certain Indenture or Articles of Agreement, dated, &c. between G. H. J. K. and the said E. F. and several others, the first Persons who undertook the building and finishing the said Chapel, of the one Part, and W. X. and several other Subscribers, who have come in and joined in the building and finishing of the said Chapel, of the other Part; **And subject** to a Covenant on the Part of the said A. B. for performing the Conditions and Agreements contained in the said Indenture or Articles of Agreement, as in and by the said recited Indenture of Lease, Relation, &c. **Now, &c.** that the said A. B. for and in Consideration of the Sum, &c. he the said A. B. **hath** granted, bargained, sold, assigned and set over, and by, &c. unto the said C. D. his, &c. **All** that the aforesaid Pew or Seat in the said Chapel, situate, &c. marked, &c. with free Liberty, &c. and all the Estate, &c. **To have and to hold** the said Pew or Seat, and all the Estate, &c. unto the said C. D. his, &c. from henceforth for and during all the Rest, &c. of the said Term by the said original Indenture of Lease granted, now to come and unexpired, together with the same Indenture. (*Covenants that the Lease is good, and that the Assignor has Right to assign.*) **In Witness, &c.**

XXXVII. Of (a) Policies of Insurance.

An Assignment of a Policy of Insurance on Lives.

Whereas the Corporation of the *Amicable Society* for a perpetual Insurance Office, by one Instrument or Policy under their common Seal, bearing Date, &c. Old, N^o 1164, ^{Recital of the Policy to pay to A. B.} New, N^o 4564, did oblige themselves and Successors to pay to *A. B.* of, &c. or his Assigns, Nominee of *C. D.* of, &c. a Member of the said Society, such a Proportion or Share of the Joint-Stock or Fund of the said Society, as should become due to the said *A. B.* or his Assigns, at such Time or Times, as by their Charter is limited and appointed: **And** ^{A. B. dead.} whereas the said *A. B.* is since dead, having first made his Will and Testament, and appointed *E. F.* and *G. H.* Executors thereof, who have duly proved the said Will and Testament in the Prerogative Court of *Canterbury*: **And** ^{E. F. and G. H. Executors.} whereas the Name of *A. B.* was made use of in the above recited Policy, in Trust for *E. S.* of, &c. **Now know all Men**, by, &c. that we the said *E. F.* and *G. H.* as Executors of the said *A. B.* for and in Consideration ^{A. B.'s Name in Trust for E. S.} of the Sum of 5*s.* of, &c. in Hand, &c. the Receipt, &c. **Have** assigned, &c. and by, &c. **Do**, &c. unto the said *E. S.* her Executors, Administrators and Assigns, **All** our Right, &c. **In** and to the above recited Instrument or Policy, numbered as above; and in and to the Joint-stock and Fund of the said Society, risen or to arise on or by Virtue of the above recited Instrument or Policy; **To have and to hold** the same, with all Benefit and Advantage thereof, risen or to arise unto her the said *E. S.* her Executors, Administrators and Assigns for ever. **In Witness**, &c. ^{Habendum.}

Another by Indorsement.

KNOW all Men by these Presents, that I the within named *A. B.* for and in Consideration of the Sum of 7*l.* 15*s.* of lawful Money of *G. B.* to me in Hand paid by *C. D.* of the Receipt whereof I do hereby acknowledge, and thereof and therefrom do hereby acquit, release and discharge the said *C. D.* his Executors, Administrators and Assigns, **Have** sold, assigned, transferred and set over, and by these Presents **Do** absolutely sell, assign, transfer and set over **All** my Right, Property, Interest, Claim and Demand whatsoever, in and to the within mentioned Policy, and in and to the Joint-stock and Fund of the said Society risen or to arise by Virtue thereof unto him the said *C. D.* his Executors, Administrators and Assigns for ever. **In Witness** whereof I have hereunto set my Hand and Seal the Day of 1756.

Assignment of Policies of Insurance, on Houses, &c.

Whereas I the under written *E. C.* of — by one Instrument or Policy of Insurance ^{Recital of Policies.} (N^o —) in the — Office for insuring Houses, &c. from Losses by Fire, bearing Date, &c. have insured one Brick House, &c. and by one other Instrument, &c. (N^o —) have insured, &c. for the Term of — Years from the respective Dates of the said Policies: **Now know all Men** by these Presents, that I the said *E. C.* in Consideration ^{Consideration.} of the Sum of 5*s.* of lawful, &c. to me in Hand paid by *W. G.* of — the Receipt, &c. **Have** assigned, transferred and set over, and by, &c. **Do**, &c. unto the said *W. G.* **Assignment.** the said two several Instruments or Policies of Insurance, and all Monies, Benefit, Profit and Advantage which shall or may arise or accrue therefrom or thereby; and all my Right, Title and Interest therein and thereunto; **To have and to hold** the said two several Instruments or Policies of Insurance, and all, &c. unto the said *W. G.* his Executors, Administrators and Assigns, **To** the only Use and Behoof of the said *W. G.* his Executors, Administrators and Assigns. **In Witness**, &c. ^{Habendum.}

An

(a) See Assignments of Leases, &c. before.

An Assignment by an Executrix of a Policy of Insurance by Indorsement thereon, made on assigning a Lease.

I **NOW**, &c. that **I** **S. H.** &c. Relict and Executrix of the last Will and Testament of the within named **T. H.** in Consideration of **5l.** to me in Hand paid by **H. B.** &c. the Receipt, &c. and for other, &c. **Do** hereby assign and transfer unto the said **H. B.** (to whom I have assigned my Lease, Term and Interest in the Premises within mentioned) his Executors and Assigns, **The** within written Instrument or Policy of Insurance, and all Sum and Sums of Money, and other Benefit and Advantage which shall or may become and grow due and payable, or be had or taken thereby or thereupon, and all my Right, &c. **To have**, &c. to his and their own Use and Uses. (*Add a Letter of Attorney.*) **In Witness**, &c.

An Assignment of 10 Policies of Insurance on Houses, &c. particularly describing each Policy.

Consideration. **I** **NOW** all Men by these Presents, That **I** **P. G.** of, &c. for and in Consideration of **5s.** of, &c. by **J. M.** of, &c. to me in Hand paid at, &c. the Receipt, &c. and Assignment. for divers, &c. **Have** assigned, transferred and set over, and by these Presents, **Do** assign, Particulars or Descriptions of the Policies. &c. unto the said **J. M.** his Executors, Administrators and Assigns, **All** those ten several Policies or Instruments of Insurance made and taken out of the publick Fire-Office of the *Amicable Contributionship*, or Society commonly called *The Hand in Hand Office*, numbered respectively **12**, **5893**, **10345**, &c. and all bearing Date the **11th** Day of *April* last, by one of which said Policies numbered **12**, the Sum of **400l.** is insured to the said **P. G.** for the Term of seven Years from the Date of the same Policy upon the Premises in the same Policy mentioned and described, and by one other of the said Policies numbered **5893**, the Sum of **200l.** is insured unto the said **P. G.** for the same Term from the same Time upon the Premises in the same last Policy mentioned and described, and by one other of the said Policies numbered **10345**, the Sum of **300l.** is insured unto the said **P. G.** for the same Term from the same Time, upon the Premises in the same last Policy mentioned and described, and by one other, &c. (*in like Manner as to the Rest*) as by the said several and respective Policies or Instruments of Assurance, Relation, &c. **To have**, **hold**, enjoy, receive and take for all the Remainder of the said several and respective Terms of seven Years from the Day of the Date thereof, unto the said **J. M.** his Executors, Administrators and Assigns, the said several Policies or Instruments of Assurance, and all and every Sum and Sums of Money, Dividends, Interest, Benefit and Advantage whatsoever, now due or hereafter to arise or be had or made by Virtue thereof respectively, during the Remainder of the said several Terms in any Manner howsoever. **In Witness** whereof, I the said **P. G.** have, &c.

Habendum.

An Assignment of several Policies by an Executor, pursuant to an Agreement made on purchasing the Premises, and wherein the Purchase Deed is recited.

Recitals, viz. As to four Policies. **T** **O** all Persons, &c. **G. K.** of, &c. (sole Executor of the last Will and Testament of **J. L.** late of, &c. deceased) sendeth Greeting. **Whereas** by four several Instruments or Policies of Insurance taken out of the *Westminster* Fire-Office, all of them bearing Date the, &c. and numbered **2171**, **2172**, **2173** and **2174**, the said **J. L.** deceased, *Did* insure upon seven Brick Houses, situate, &c. abutting and bounding as in the said several Policies mentioned, the several Sums of **75l.** **125l.** **125l.** and **125l.** (amounting in the whole to the Sum of **450l.**) as by the said Policies appears: **And whereas** by Indentures of Lease and Release, the Lease bearing Date the Day next before, and the Release being *Quadripartite*, and bearing even Date with, and executed immediately before these Presents, and made between the said **G. K.** of the first Part, **A. L.** Widow and Executrix of the said **J. L.** of the second Part, **W. C.** and **E.** his Wife, **W. M.** and **F.** his Wife, **T. U.** and **A.** his Wife, and **W. R.** and **C.** his Wife, (by such other Additions and Descriptions as are therein mentioned) of the third Part, and **W. S.** of, &c. of the fourth Part, *In Consideration* of the Sum of **420l.** paid to them the said **A. L.** **W. C.** and **E.** his Wife, **W. M.** and **F.** his Wife, **T. U.** and **A.** his Wife, and **W. R.** and **C.** his Wife, some or one of them, by the said **W. S.** in full for the absolute Purchase of the said Messuages or Tenements and Premises, and of **10s.** paid to the said **G. K.** by the said **W. S.** and by Virtue of a *Fine sur Conuſance* therein agreed to be levied, *The* said Messuages or Tenements, Hereditaments and Premises, are by them the said **G. K.** **A. L.** **W. C.** and **E.** his Wife, **W. M.** and **F.** his Wife, **T. U.** and **A.** his Wife, and **W. R.** and

As to the Purchase Deeds.

and *A.* his Wife, absolutely granted, released and conveyed unto the said *W. S.* his Heirs and Assigns for ever, *As* by the said Indentures of Lease and Release may appear: **And whereas** As to previous Agreement to assign the Policies. previous to such Conveyance, *It was agreed* that the before mentioned Policies should be assigned to the said *W. S.* in such Manner as herein after mentioned: **Now know ye,** that in pursuance of the said Agreement, and in Consideration of the Sum of 5*s.* to the said *G. K.* Consideration. paid to him by the said *W. S.* the Receipt, &c. is by him hereby acknowledged, **He** the said *G. K.* at the Request and by the Direction of the said *A. L. W. C.* and *E.* his Wife, *W. M.* and *F.* his Wife, *T. U.* and *A.* his Wife, and *W. R.* and *A.* his Wife, (testified by their Executing hereof) **Doth**, and by these Presents, he the said *G. K.* **Doth** bargain, sell, assign and set over unto the said *W. S.* his Executors, Administrators and Assigns, *As well* the said four recited Instruments or Policies of Insurance, *As also* the said several Sums of 75*l.* 125*l.* 125*l.* and 125*l.* thereby respectively insured on the said several Houses and Premises as aforesaid; **As likewise** all Benefit and Advantage whatsoever to be had or made of the said hereby assigned Policies and every of them, and all the Right, Interest, Property, Claim and Demand whatsoever, both at Law and in Equity, of him the said *G. K.* of, in, to and out of the said hereby assigned Premises, and every Part and Parcel thereof. **In Witness** whereof the said *G. K. A. L. W. C.* and *E.* his Wife, *W. M.* and *F.* his Wife, *T. U.* and *A.* his Wife, and *W. R.* and *A.* his Wife, have hereunto set their Hands and Seals, &c.

An Assignment of five Policies, with a Proviso for Re-assigning them on Payment of Mortgage-Money pursuant to a Proviso in a Mortgage of the Premises of even Date.

Whereas the Trustees of *The Amicable Contributionship or Hand in Hand Fire-Office*, Recital of Policies. for insuring Houses, &c. from Loss by Fire, *Did* by five certain Instruments or Policies of Insurance, under their Hands and Seals, four of them bearing Date the, &c. and the other of them bearing Date the, &c. and four of them numbered as follows, viz. &c. and the other of them numbered, &c. insure in the Name of *R. B.* Citizen and Goldsmith of London, the several Sums of 75*l.* 75*l.* 50*l.* 100*l.* and 125*l.* (amounting in the whole to the Sum of 425*l.*) upon, &c. for the Term of seven Years from the Date of the said respective Policies, in such Manner as in the same Instruments or Policies are mentioned and expressed: **Now these Presents witness,** That for and in Consideration of the Sum of 5*s.* of, &c. Consideration. to him the said *R. B.* in Hand paid by *T. M.* Merchant, and *R. A.* at, &c. the Receipt, &c. **He** the said *R. B.* (at the Request, and by and with the Consent, Direction and Appointment Assignment. of *E. H.* of, &c. and *J.* his Wife) **Doth** and by these Presents **Do** and each of them **Doth** bargain, &c. unto the said *T. M.* and *R. A.* their Executors, Administrators and Assigns, **The** said five several Instruments or Policies of Insurance, so made to or taken out in the Name of the said *R. B.* as aforesaid, with all and every the Sum and Sums of Money thereby assured, or which shall be due, payable or recoverable upon all, every or any of the said Policies, and all Interest, Dividends, Profit, Benefit and Advantage whatsoever, to arise or to be had or made by Virtue of the said Instruments or Policies of Insurance, any or every or either of them: **Provided always,** and these Presents are upon this Condition, that if they the said *E. H.* Proviso to re-assign the Policies, if the Money mentioned in a Mortgage of even Date, be paid according to the Proviso therein. and *J.* his Wife, or either of them, their or either of their Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid unto the said *T. M.* his Executors, Administrators or Assigns, the Sum of 252*l.* and to the said *R. A.* the Sum of 210*l.* upon the several Days, and in such Manner, as the same several Sums are appointed to be paid, according to a Proviso or Condition contained in an Indenture *Tripartite* of Assignment, bearing even Date with and executed immediately before these Presents, and made between the said *R. B.* of the first Part, the said *E. H.* and *J.* his Wife, (by such other Description as therein is mentioned) of the second Part, and the said *T. M.* and *R. A.* (by such other Additions as therein also mentioned) of the third Part, that then they the said *T. M.* and *R. A.* their Executors, Administrators or Assigns, shall and will at the Request and Charge of the said *E. H.* and *J.* his Wife, their Executors or Assigns, re-assign the said five Instruments or Policies of Insurance, and all their Right and Interest therein and thereunto, unto the said *E. H.* and *J.* his Wife, their Executors, Administrators and Assigns. **In Witness** whereof they the said *R. B. E. H.* and *J.* his Wife, have hereunto set their Hands and Seals, &c.

Another of several Policies differently described, with a Proviso to be void on paying the Principal and Interest, pursuant to a Mortgage of a different Date.

Consideration.
Assignment.
Policies de-
scribed.

I **NDW**, &c. that I **J. M.** of, &c. for and in Consideration, &c. by **H. L.** of, &c. have assigned, &c. and by, &c. unto the said **H. L.** his, &c. All that Policy or Instrument of Insurance, made and taken out of the public Fire-Office of the Amicable Contributionship or Society commonly called *The Hand in Hand Office*, N^o 64154. and bearing Date, &c. whereby the Sum of 200 *l.* is insured unto me the said **J. M.** for the Term of seven Years, from the Date of the said Policy upon a Brick House, situate, &c. and in the Possession of, &c. And also all that other Policy or Instrument of Insurance, made and taken out of the aforesaid Publick Fire-Office, numbered, &c. whereby, &c. in the Parish aforesaid, being the third House, Southward, in the — And also all that other Policy, &c. made and taken out of the same Publick Fire-Office, numbered, &c. (*ut supra*) as by the said several and respective Policies or Instruments of Insurance, are described, expressed and declared, and all my Right, Title and Interest, of, in and to the same Policies; **To have**, hold, enjoy, receive and take for all the Remainder of the said several and respective Terms of seven Years, from the Date hereof, unto the said **H. L.** his Executors, Administrators and Assigns, the said several Policies or Instruments of Insurance, and all and every Sum and Sums of Money, Dividends, Interests, Benefit and Advantage whatsoever, now due or hereafter to arise or be had or made by Virtue thereof respectively, during the Remainder of the said several Terms, in any Manner howsoever: **Provided always**, and these Presents are upon this Condition nevertheless, that if I the said **J. M.** my Executors, Administrators or Assigns, shall, &c. pay, &c. unto the said **H. L.** his, &c. the full Sum of, &c. with lawful Interest for the same, on the Days and in Manner as is mentioned and expressed in the Proviso or Condition of a certain Indenture of Mortgage, bearing Date, &c. made between the said **J. M.** of the one Part, and the said **H. L.** of the other Part; then these Presents to be void. **In Witness** whereof I the said **J. M.** have, &c.

An Assignment of several Policies mentioned in a Schedule by a former Mortgagee, by her Consent, to a second Mortgagee, upon Trust to discharge the Mortgages, &c. with a Covenant from the now Assignor to renew the Policies, &c.

Recital of a
Mortgage,
(Reciting
Leases and
several Af-
signments to
J. M.

and from him
assigned to
M. A. as a
Security for
3653 *l.* and
that **J. M.**
had borrowed
2000 *l.* of
E. P. for
Security of
which, **M. A.**
had been pre-
vailed on to
join with
J. M. in
making **E. P.**
a Security;
The Security

and the Pro-
viso of Re-
demption.)

T **HIS** Indenture made, &c. Between **M. A.** of, &c. of the one Part, and the Honourable **C. C.** of, &c. Esq; of the other Part. **Whereas** by Indenture Tripartite, bearing even Date with and executed immediately before these Presents, and made or mentioned to be made between **E. P.** (Wife of **H. P.** of, &c. Gent.) and **S. B.** of, &c. Clerk, (a Trustee nominated and appointed, as well by the said **E. P.** as also by the said **H. P.** her Husband, for the lending and disposing of the proper and separate Monies of her the said **E. P.**) of the first Part, the said **M. A.** of the second Part, and the said **C. C.** of the third Part; **Whereby** (after reciting several Indentures of Lease, and several Indentures of Assignment made to **J. M.** Gent. therein named, his, &c. of several Pieces of Ground therein particularly mentioned and described, and of several Messuages or Tenements thereon erected and built, situate, &c. for the several Terms of Years therein mentioned, and at and under the respective yearly Rents therein also mentioned; **And further Reciting**, that the said Pieces of Ground, Messuages or Tenements and Premises, had been by the said **J. M.** assigned to, and the same stood as a Security for Payment to the said **M. A.** of the Sum of 3653 *l.* in Manner as therein recited and mentioned; **And further Reciting** (amongst other Things) that the said **J. M.** had borrowed the further Sum of 2000 *l.* of the said **E. P.** and that for securing Repayment thereof, with Interest, unto the said **E. P.** she the said **M. A.** had been prevailed on to waive her Interest in the therein before mentioned Security of the said Premises, as to her Priority in Payment of what Monies remained due to her thereon, and to join with the said **J. M.** in making a good Security, to or in Trust for the said **E. P.** and that by Indenture Tripartite of Assignment, bearing Date on or about the 20th Day of, &c. and made between the said **J. M.** of the first Part, the said **M. A.** of the second Part, and the said **E. P.** and **S. B.** of the third Part; **In Consideration** of the said Sum of 2000 *l.* therein mentioned to be paid to the said **J. M.** by the said **S. B.** (being the proper and separate Monies of her the said **E. P.**) and also of the Sum of 5 *s.* a piece to them the said **J. M.** and **M. A.** paid by the said **S. B.** He the said **J. M.** (by and with the Consent of the said **M. A.** and at the Nomination of the said **E. P.**) Had granted, sold and assigned, and that she the said **M. A.** at his Request, Had bargained, sold and assigned unto the said **S. B.** The said, &c. therein before mentioned, with their Appurtenances;

nances; To hold the same unto the said S. B. his, &c. from, &c. for, &c. Subject nevertheless to a Proviso in the said Indenture Tripartite contained for Redemption of the said Premises on Payment to the said S. B. for the proper and separate Use and Benefit of the said E. P. of the Sum of 2100*l.* on the several Days, and in Manner as therein mentioned); It is by the said Indenture Tripartite, bearing even Date herewith, Witnessed, that for and in Consideration of the Sum of 2000*l.* paid by the said C. C. to the said S. B. by the Direction of the said E. P. testified as therein mentioned, and being for her proper and separate Use, and in full Satisfaction and Discharge of all Monies whatsoever then due to the E. P. or S. B. or either of them, by Virtue of the said Security so made to the said S. B. In Trust for the said E. P. as aforesaid; and also in Consideration of the Sum of 5*s.* to the said M. A. also paid by the said C. C. He the said S. B. (by and with the Consent and Direction of the said E. P. and M. A. testified as aforesaid), and also she the said M. A. and each of them, Did bargain, &c. unto the said C. C. the several, &c. which by the said J. M. were assigned to the said M. A. or which by the said Indenture of the 20th of, &c. were by them the said J. M. and M. A. bargained, &c. to the said S. B. In Trust for the said E. P. as aforesaid, with their and every of their Appurtenances, To hold, &c. unto, &c. from, &c. during, &c. Subject nevertheless to a Proviso in the said Indenture of Assignment, bearing even Date herewith, contained, for Redemption of the thereby assigned Premises, on Payment by the said M. A. her, &c. unto the said C. C. his, &c. of the Sum of 2100*l.* on the several Days, and in such Manner as therein is mentioned; as in and by the said in Part recited Indenture Tripartite, bearing even Date herewith, and the several Indentures of Lease and Assignment therein recited, Relation, &c. And whereas previous to the making and executing the said recited Assignment to the said C. C. to the Intent for better securing Payment to him of the said Principal Sum of 2000*l.* and Interest, she the said M. A. agreed to assign unto him the said C. C. the several Policies of Insurance by her taken out of the Westminster Fire-Office for the several Sums of Money, and which are respectively numbred and dated, as in the Schedule hereunder written are particularly mentioned and expressed, in such Manner as herein after is mentioned: Now this Indenture witnesseth, that in Pursuance of the said recited Agreement, and for the Intent aforesaid, and also for and in Consideration of the Sum of 5*s.* of, &c. to the said M. A. in Hand paid by the said C. C. at, &c. the Receipt, &c. She the said M. A. hath, and by these Presents Doth freely, clearly and absolutely bargain, sell, assign, transfer and set over unto the said C. C. All and every the said several Instruments and Policies of Insurance in the said Schedule hereunder written mentioned, and which are now insured on the said several Messuages or Tenements and Premises in the said Westminster Fire-Office for the several Terms of Years, and for the respective Sums of Money, and numbered and dated as therein particularly mentioned and expressed; and all and every Sum and Sums of Money due and to be due on the said Policies, every or any of them, or thereupon recovered or gotten, and all other the Benefit and Advantage whatsoever to be thereof made; and all the Right, Title, Interest, Property, Claim and Demand whatsoever, either at Law or in Equity of her the said M. A. of, in or to the same; To have and to hold, receive, perceive, take and enjoy the said several Policies, Sum and Sums of Money, and all and singular other the hereby assigned Premises, unto and to the Use of the said C. C. his Executors, Administrators and Assigns, from henceforth for evermore, and that in as full, large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as she the said M. A. could, might or ought to have had, held, received or enjoyed the same, in case these Presents had not been made: Nevertheless upon the several Trusts, and subject to the Proviso herein after mentioned, expressed and declared of and concerning the same; that is to say, In Trust in the first Place, for the further and better securing Payment of the said Principal Sum of 2000*l.* and of all Interest Monies to become due for the same, unto and for the Use and Benefit of the said C. C. his Executors, Administrators and Assigns according to the true Intent and Meaning of the above recited Security so made to him as aforesaid; And from and after full Payment thereof, and subject thereunto, then In Trust for the better securing Payment of the said Sum of 3653*l.* out of all Monies now due and to grow due for the same unto the said M. A. her, &c. by Virtue of the above mentioned Security so made to her as aforesaid; And from and after Payment of the same, and also subject thereunto, then In Trust for the said J. M. his Executors, Administrators and Assigns; Subject nevertheless to the before mentioned Proviso contained in the said recited Indenture, bearing even Date herewith, for Redemption of the said Messuage or Tenement and Premises on Payment of the said Principal Sum of 2000*l.* and Interest, unto the said C. C. his Executors, Administrators and Assigns; And the said M. A. for herself, her Executors and Administrators, doth hereby covenant and agree, to and with the said C. C. his Executors, Administrators and Assigns, in Manner, &c. that she the said M. A. her, &c. shall and will, at her and their Costs and Charges, during the Continuance of the Security hereby

In Consideration of 2000*l.*

S. B. (by the Consent of E. P. and M. A.) and the said M. A. assigned Premises to C. C. Proviso of Redemption.

As to a previous Agreement to assign the Policies in a Schedule annexed.

Consideration: Assignment.

Upon Trusts, First, For better securing the 2000*l.* and Interest, to C. C.

and after Payment thereof, Secondly, For better securing the 3653*l.* to M. A.

and after Payment thereof, Thirdly, For J. M.

Subject to the Proviso in the Mortgage of even Date.

Covenant that *M. A.* shall renew the Policies on expiring, hereby made, before or immediately upon the Expiration of all, any or either of the hereby assigned Policies of Insurance in the said Schedule hereunder written mentioned, renew the said Policies, and every of them, or procure other Policies of Insurance for the same Sum of Money, either in the said *Westminster* Office, or in some other good and publick Office for insuring as to Fire, for some further Term or Terms of Years, and so from Time to Time, renew or procure such Policies, in such Manner as the said Messuages or Tenements and Premises may be always kept insured from Loss by Fire, during the Continuance of the said herein before several recited Securities; **And also** that all and every such Policies so taken out, shall from Time to Time be assigned unto the said *C. C.* his Executors, Administrators and Assigns, with full Power to sue for, recover, have, take and receive the several Sums of Money thereby insured, and all Benefit and Advantage thereof: **Nevertheless upon the several Trusts,** and subject in Manner as aforesaid, (according to the true Intent and Meaning of these Presents,) **And** shall cause all such renewed Policies to be entred in such Insurance Office or Offices within 21 Days next after the same shall be obtained and taken out, according to the Custom and Constitution of such Office or Offices; **And** for the Considerations aforesaid, she the said *M. A.* hath and by these Presents doth constitute and appoint the said *C. C.* his Executors and Assigns, her true and lawful Attorney irrevocable, either in her or their own Names, or in the Name of her the said *M. A.* her Executors and Administrators, to ask, levy, sue for, recover and receive all and singular the said several Sums of Money in the said several hereby assigned Policies of Insurance mentioned, and all other Benefit and Advantage whatsoever to arise or be had or made of every, either or any of them: **Nevertheless upon the several Trusts,** and subject in Manner as aforesaid. **In Witness, &c.**

which shall from Time to Time be assigned to *C. C.* upon the Trusts aforesaid; and that the renewed Policies shall be duly entered in the Office; Letter of Attorney to recover Insurance Money upon the said Trusts.

An Assignment of a Policy of Insurance of a Ship, in Pursuance of an Award.

Recital of the Policy. **T**O all, &c. *L. B. &c.* Executor of the last Will and Testament of *J. B.* late of, &c. sends Greeting. **Whereas** the said *J. B.* by certain Writing or Policy of Insurance, bearing Date, &c. hath made Insurance upon the Ship *G. J. B.* Master, for her Voyage from *A.* to *L.* as thereby, Relation, &c. which said Policy of Insurance was so made, and in the Name of the said *J. B.* but for the proper Account of *J. J. &c.* **And whereas** the said Ship was lost in the said Voyage: **Now these Presents witness,** that the said *L. B.* in Pursuance of a certain Writing of Award indented, bearing Date, &c. made and given up by, &c. under the Hands and Seals of *T. J.* and *S. H.* and in Consideration of 12 *d.* of, &c. to him in Hand, &c. by the said *T. J.* truly paid, the Receipt, &c. **He** the said *L. B.* Executor as aforesaid, **Hath** assigned, transferred and set over, and by, &c. **Doth,** &c. unto the said *T. J.* the said recited Writing or Policy of Insurance, and all Sum and Sums of Money therein and thereby assured, and which is now remaining due and payable thereupon, and all her Right, Title, Interest, Trust, Claim and Demand, of, in and to the same; **Co** have, hold and receive the same, unto the said *T. J.* his, &c. to his and their own proper Use and Uses; **And** for the better Recovery, &c. (Letter of Attorney). **In Witness, &c.**

The Ship lost. The Assignor in Pursuance of an Award.

XXXVIII. Of a Premium.

By an Executrix of an Executrix of P. M. and Administratrix of Goods unadministred of P. M. deceased, in Trust for the Benefit of the Parties intituled to Shares.

THIS Indenture made, &c. **Between** *M. R.* of, &c. Widow, (Executrix of the last Will and Testament of *S. D.* Widow, deceased, who was the Executrix of the last Will and Testament of *J. H.* Spinster, deceased, who was the Executrix of the last Will and Testament of *P. M.* Widow, deceased, also the Administratrix of the Goods and Chattels of *R. M.* late of *London*, Gent. deceased, unadministred as well by the said *P.* as the said *J. H.* and *S. D.* which said *S.* and *J.* had also respectively taken out proper Letters of Administration to the said *R. M.*) and *J. R.* of, &c. Gent. of the one Part, and *W. W.* of, &c. and *W. C.* of, &c. of the other Part. **Whereas** the said *R. M.* was the Inventor and Proposer of a Way and Method of Satisfying a certain Debt of 1200000 *l.* due and owing from his late Majesty King *Charles* the Second, commonly called and known by the Name of the Bankers Debt: **And whereas** several Persons concerned and interested in the said Debt, did subscribe and execute a certain Deed Poll, bearing Date on or about the 15th Day of *July* 1698. in and by which said Deed Poll, the several Subscribers thereunto did authorise and depute the said *R. M.* to peruse and prosecute the said Method proposed, and to enter into such Treaties, and make such

Recital, &c. Of Proposal for paying a Debt due from the Crown. *R. M.* deputed to carry on the Scheme.

such Agreement with his then Majesty King *William* the Third, or with such Person or Persons as he should appoint, for the Satisfaction and Payment of such Debt, and of what was due respectively to the said several Subscribers, either in the whole or in Part, as fully and effectually, as they themselves might or could do; **And** the said Subscribers, in Consideration of the great Pains and Expence the said *R. M.* had been at, and would be put to in carrying on the said Affair, did thereby (*inter alia*) covenant to pay the said *R. M.* his Executors, Administrators or Assigns 10*l.* or after the Rate of 10*l. per Cent.* and after that Rate for any less Sum than 100*l.* for what they the said Subscribers, their Executors, Administrators and Assigns, shall receive of their respective Shares of the said Debt of 1200000*l.* in Money, Tallies, Bills, Orders, or otherwise howsoever: **And whereas** the said *R. M.* did afterwards obtain several Acts of Parliament, in Pursuance of, and for the Accomplishment of the said Method proposed: **And whereas** divers of the Subscribers to the said Deed Poll, and their Representatives, have paid or caused to be paid several Sums of Money, in Part or on Account of the Proportions from them due and payable of the said Premium of 10*l.* or after the Rate of 10*l. per Cent.* according to the Intent and Meaning of the said Deed Poll, amounting in the whole to the Sum of 1446*l.* 2*s.* 2*d.* or thereabouts, and there are still remaining due and owing and unpaid, by and from several of the Subscribers to the said Deed Poll, or their Representatives, considerable Sums of Money which they are obliged to pay by the several Covenants and Agreements therein expressed and mentioned: **And whereas** by Indenture *Sextipartite*, bearing Date, &c. and made between the said *J. H.* of, &c. Spinster, (Executrix of the last Will and Testament of *P. M.* the late Widow and Administratrix of *R. M.* of London, Gent. deceased, and also Administratrix of the Goods and Chattels of the said *R. M.* unadministred by the said *P. M.*) of the first Part, *W. H.* of, &c. (Executor of *J. H.* of, &c. deceased,) and *C. L.* of, &c. of the second Part, the said *J. R.* (by the Name of *J. R.* of, &c.) *J. B.* of, &c. and *A. A.* of, &c. of the third Part, *W. M.* of, &c. and *G.* his Wife, formerly *G. W.* and *R. W.* of, &c. Spinster, (which said *G.* and *R.* were Administrators of the Goods and Chattels, Rights and Credits of *J. W.* late of, &c. deceased) of the fourth Part, *T. C.* of, &c. Ironmonger, of the fifth Part, and *A. C.* of, &c. *J. N.* of, &c. and *D. S.* of, &c. Gent. of the sixth Part; Reciting (*inter alia*) divers Transactions of and concerning the said Premiums and other the Premises; Reciting also many Deeds and Writings relating thereunto, in and by which Deeds and Writings it appears, that the Title and Interest of the said *R. M.* to the said Premiums, had in some Part been sold and disposed of, or otherwise engaged, made subject to or incumbered with divers Sums of Money from Time to Time, to be paid to divers Persons therein described and mentioned; and that the whole Interest, Right and Title of the said Premiums, and to every Part thereof, was then come to and vested in the said *J. H.* *W. H.* *J. R.* *J. B.* *A. A.* *W. M.* and *G.* his Wife, *R. W.* and *T. C.* in the Manner and Proportions which herein after are particularly set forth; **And whereas** to prevent any Suits and Controversies that probably might arise, and to end all Differences that had been or were then depending between them, and to the Intent that the Part or Share of each of the said Parties to the said Indenture *Sextipartite*, who was from thence to share and have any Interest in the said Deed Poll and Premiums, Sum or Sums of Money due and payable, or which should become due and payable thereby, or for or on Account of any Matter, Clause or Thing therein contained, should be ascertained, known and fixt; *It was agreed* by and between all the said Parties to the said Indenture *Sextipartite*, that all and every the Sum and Sums of Money due, for or on Account of the Premiums aforesaid, from Time to Time as they should be got in, should after certain Sums therein mentioned (being first paid and satisfied) be divided and paid to and amongst the said *J. H.* *J. R.* *W. H.* *C. L.* and *T. C.* in the Proportions following, *viz.* 7*s.* 6*d.* of every 20*s.* to the said *J. R.* for and in Lieu of his Interest of the said Premiums, 5*s.* and 3*d.* $\frac{1}{2}$ of every 20*s.* to the said *J. H.* for and in Lieu of her Interest in the Premiums aforesaid, 3*s.* and 5*d.* $\frac{3}{4}$ for every 20*s.* to the said *W. H.* for and in Lieu of his Interest in the said Premiums, 2*s.* 2*d.* $\frac{3}{4}$ of every 20*s.* to the said *C. L.* and the remaining 1*s.* and 6*d.* of every 20*s.* to the said *T. C.* for his Interest in the said Premiums, and so in Proportion to each of them the said *J. R.* *J. H.* *W. H.* *C. L.* and *T. C.* a like Division should be made of every Sum less than 20*s.* which should be received out of or on Account of the Premiums aforesaid: **And whereas** since the Date and Time of executing of the said Indenture *Sextipartite*, the said *W. W.* and *W. C.* have at their joint Expence, and with their own proper Money bought in and purchased as well the several Shares of the said *W. H.* *C. L.* and *T. C.* as also all and every other Sum or Sums of Money due to them the said *W. H.* *C. L.* and *T. C.* from any other of the said Proprietors or Partners in the said Premiums, and by the said Indenture *Sextipartite*, or by any other Writing charged upon their respective Shares of the same: **And whereas** the said Shares and Interest of the said *W. H.* *C. L.* and *T. C.*

Creditors Agreement to pay him a Premium of 10*l. per Cent.*

Acts obtained. Several of the Creditors have paid several Sums as Premiums, but several considerable Sums are behind.

Of a Deed,

whereby it appeared that *R. M.*'s Title to the Premiums was incumbered, and that the Title was vested in *J. H.* *W. H.* *J. R.* *J. B.* *A. A.* *W. M.* and *G.* his Wife, *R. W.* and *T. C.* in Proportions.

Agreement as to dividing and paying the Money.

Purchase of the Shares by *W. W.* and *W. C.*

Whole Shares were and Interest

were bought
in the Name
of *M. R.* for
W. W.

Agreement as
to a Division
of the Premi-
ums.

Consideration.

Assignment.

Habendum.

Upon Trust

to recover the
same,

pay Charges,

afterwards to
distribute the
Money.

Letter of At-
torney.

were bought in the Name of the said *M. R.* but in Trust only and for the Benefit of the said *W. W.* and *W. C.* their Executors, Administrators and Assigns: **And whereas** for the preventing all Disputes, Controversies or Disagreements that may at any Time hereafter arise and happen between the said Parties hereunto concerning their Shares, Interest and Proportions of the said Premiums, and the Division of the Money to be had, got in and received, for or upon Account thereof; and that the same may for the future be fully and clearly established and known, and a just and perfect Method fixed and settled for all further Proceedings, that relate or any way concern the same; **The** said Parties to these Presents **Do** hereby mutually covenant, declare and agree, to and with each other touching the Premises, in Manner following; (that is to say) That the said Premiums, and all and every the Sum and Sums of Money due and unpaid, for or on Account thereof, that shall be got in, shall after Payment of the Sum of 21 l. to the said *J. R.* be paid to and divided amongst them the said *M. R.* *J. R.* *W. W.* and *W. C.* in the Proportions following; (that is to say) 5 s. and 3 d. $\frac{1}{2}$ of every 20 s. to the said *M. R.* for and in Lieu of her Share and Interest in the said Premiums, 7 s. 6 d. of every 20 s. to the said *J. R.* for and in Lieu of his Share and Interest in the said Premiums, and the Remaining 7 s. and 2 d. $\frac{1}{2}$ the Shares and Proportions of the said *W. H. C. L.* and *T. C.* lately bought in and purchased as aforesaid, out of every 20 s. to the said *W. W.* and *W. C.* for and in Lieu of their Share and Interest in the Premiums aforesaid, and so in Proportion to each of them the said *M. R.* *J. R.* and *W. W.* and *W. C.* a like Division shall be made of every Sum less than 20 s. that shall be received out of or on Account of the said Premiums: **Now** for the settling a just and proper Method in all future Proceedings concerning the getting in such Sum and Sums of Money as remain due and unpaid of the said Premiums covenanted to be paid by the Subscribers to the said Deed Poll, and for the better carrying on and prosecuting such Suit or Suits, and the doing such other Acts, Matters and Things, as may be advised and thought proper for Obtaining and Recovery, and after such Recovery, for the Division or Disposal of the same; **This Indenture witnesseth**, that as well for the Consideration of 10 s. a-piece of, &c. to them the said *M. R.* and *J. R.* in Hand paid by the said *W. W.* and *W. C.* at, &c. the respective Receipts whereof are hereby acknowledged, and for divers, &c. they the said *M. R.* and *J. R.* **Have**, and each of them **hath** granted, bargained, sold, assigned, transferred and set over, and by these Presents **Do**, and each of them **Doth** grant, &c. unto the said *W. W.* and *W. C.* their Executors, Administrators and Assigns, **The** said recited Deed Poll, and all and every the Premiums, Sum and Sums of Money whatsoever due and payable, or which shall become due and payable thereby, or by Virtue thereof, or for or on Account of any Matter, Clause or Thing therein contained, and also all the Estate, &c. of them the said *M. R.* and *J. R.* respectively, of, in, to or out of the hereby assigned or intended to be assigned Premises, every or any Part thereof; **To have, hold**, receive, take and enjoy the aforesaid Premiums, Sum and Sums of Money, and all and singular other the Premises before hereby granted, &c. with their and every of their Appurtenances, unto the said *W. W.* and *W. C.* their, &c. **Upon Trust nevertheless** to and for the several Uses, Intents and Purposes herein after mentioned, (that is to say) **Upon Trust** that they the said *W. W.* and *W. C.* and the Survivor of them, his, &c. shall and do with all convenient Speed recover, receive and get in the said Premiums, Sum and Sums of Money hereby assigned, and every Part and Parcel thereof, and out of the Monies which shall be received thereby, in the first Place pay and satisfy all such Costs, Charges and Expences, as they, or either of them, shall sustain or be put unto in Execution of the Trust hereby in them reposed; **And** from and after Payment of all such Costs and Expences, **Then upon further Trust** and Confidence that they the said *W. W.* and *W. C.* and the Survivor of them, his Executors and Administrators, do and shall pay and distribute the Remainder of the Monies arising by and out of the Premiums and Premises aforesaid, as the same from Time to Time be received and got in after Payment of the Cost and Charges to themselves as aforesaid, and the said Sum of 21 l. to the said *J. R.* to and amongst them the said *M. R.* *J. R.* *W. W.* and *W. C.* in the Proportions herein before agreed and herein after mentioned, viz. &c. and so in Proportion for every lesser Sum than 20 s. and to and for no other Use, Intent or Purpose whatsoever: **And** for the further and better enabling them the said *W. W.* and *W. C.* to recover and get in the said Premiums and Premises hereby assigned, or intended so to be, and every Part thereof, they the said *M. R.* and *J. R.* **Have**, and each of them hath made, &c. and by, &c. the said *W. W.* and *W. C.* and the Survivor of them, their and each of their true and lawful and irrevocable Attorney and Attornies for them, and each of them, and in their and each of their Names, or in the Names of them the said *W. W.* and *W. C.* and the Survivor of them, to ask, &c. of and from all and every Person and Persons who of Right ought to pay the same, all and every or any the Premiums, Sum or Sums of Money and Premises hereby assigned, or intended so to be, and

and upon Receipt thereof, or of any Part thereof, Acquittances or other Discharges for them the said *M. R.* and *J. R.* or in the Name or Names of them the said *W. W.* and *W. C.* alone, or in their Names and the Name of the said *M. R.* and *J. R.* to make and give for the same; and upon Default of the Payment thereof, or of any Part thereof, to commence any Action, &c. **And this Indenture further witnesseth**, that in Consideration of the Covenants Premises, and in further Execution of the Intention and Agreement of the said *M. R.* *W. W.* and *W. C.* She the said *M. R.* hereby for herself, her, &c. doth covenant and agree to and with the said *W. W.* and *W. C.* their, &c. that they, some or one of them, shall and reimburse themselves of the Money due on their the said *W. W.* and *W. C.* shall be reimbursed, paid and satisfied by Receipt of such Sums of purchased Shares. 2s. 3d. $\frac{1}{2}$ out of every 20s. the Sum 316l. 15s. 2d. to their own Use and Benefit, in Satisfaction of the like Sum of 316l. 15s. 2d. charged upon the Share and Proportion of the said *J. H.* and made payable in the said Indenture *Sextipartite* to the said *W. H.* and *C. L.* whose Estate and Interest in the Premiums and Premises the said *W. W.* and *W. C.* have purchased in, and are thereunto intituled as aforesaid: **And this Indenture further witnesseth**, that the said *M. R.* and *W. W.* and *W. C.* in farther Execution of the said recited Agree- and *W. C.* ment, do hereby for themselves, their, &c. covenant and agree to and with the said *J. R.* covenant to his, &c. and the said *M. R.* doth hereby also direct and appoint that they the said *W. W.* pay *J. R.* and *W. C.* shall and may, out of the first Money which shall become due and be received after the Deduction of the Costs and Charges in recovering the same, pay or cause to be paid to the said *J. R.* his, &c. the Sum of 21l. before agreed to be paid: **And** the said *W. W.* *W. W.* and *W. C.* do for themselves, their, &c. covenant, &c. by, &c. that after Payment of the *W. C.* cove- said Sum of 316l. 15s. 2d. to the said *W. W.* and *W. C.* by and out of the 2s. 3d. $\frac{1}{2}$ in nant to pay the Pound, to be by them received as aforesaid, then the said *W. W.* and *W. C.* and the Sur- *M. R.* vivor, shall and will pay the said 2s. 3d. $\frac{1}{2}$ in the Pound (to be for the future received) unto the said *M. R.* her, &c. **And** it is hereby provided and agreed by all the Parties hereunto, The Trustees that the said *W. W.* and *W. C.* and the Survivor of them, their, &c. shall not be answerable not to be an- for any greater or other Sum of Money than he or they shall actually receive, and not the one swerable for for the other, or for the Acts of the other, but each for his own Act, Deed or Receipt only. more than they receive; **And lastly**, to the End and Purpose that the said Trust herein or hereby reposed in them nor for each the said *W. W.* and *W. C.* and the Survivor of them, may be better put in Execution, and other. the Proceedings therein may plainly appear, to prevent and avoid all Differences which may otherwise arise by delaying to make up the Accounts of the said Trust, **It is hereby de-** When they clared and intended, that at the End of every three Months, or oftener, if desired by the are to account: Parties interested in the Premises, by Virtue of these Presents, or either of them, an Ac- count shall be made up, stated and settled, that each Party from Time to Time may have and receive his, her or their respective Share or Shares and Parts, if any there be, upon every such Account, according to the true Intent and Meaning of these Presents. **In Witness, &c.**

XXXIX. Of a Presentation.

An Assignment of the next Presentation to a Benefice, for the Security of Money due upon a Bond.

To all, &c. *J. R.* of, &c. sends Greeting. **Whereas** *S. L.* of, &c. the true and un- *S. L.* the Pa- doubted Patron of the Rectory of *W.* and Diocese of *R.* by Writing under his Hand tron has and Seal dated the, &c. *Hath* given, granted and assigned unto *G. R.* of, &c. The next Pre- granted the sentation, Advowson, Patronage of the said Rectory of *W.* for one Turn only, so soon and next Presenta- when the same shall happen next to become legally void, *With Power* therein to nominate and tion to *G. R.* present such good and sufficient Clerk as he shall think fit to choose, to be approved by the Ordinary for the Supply of the said Avoidance, when the same shall happen, *Which* said *G. R.* by Writing or Indorsement on the said recited Grant, under his Hand and Seal dated the, &c. hath declared the said Grant to be in Trust for the said *J. R.* and hath assigned the same who has de- and next Presentation, Advowson or Patronage of the said Rectory of *W.* thereby granted clared the same to be in unto the said *J. R.* to his own Use, as by the said recited Grant and Indorsement thereon, same to be in Relation, &c. **Now these Presents witness**, that for better Security of Payment of the Trust for *J. R.* and Sum of —l. and Interest due and owing by the said *J. R.* to *B. R.* &c. by Obligation assigned the same to him: under his Hand and Seal, dated, &c. and of —l. more with Interest, due and owing by the said *J. R.* to the said *B. R.* by one other Bond under his Hand and Seal, bearing Date Consideration. with these Presents, and for other, &c. **He** the said *J. R.* **Doth** hereby grant, assign and Assignment. transfer unto the said *B. R.* his, &c. to his and their own Uses, **The** said recited Gift or Grant,

Proviso that
if the Assignor
pays the As-
signee, this
Assignment to
be void:
But if the Mo-
ney be not
paid, the As-
signee may
dispose of the
Presentation,
and reimburse
himself.
Further Act.

Grant, and next Presentation, Advowson or Patronage of the Rectory of *W.* aforesaid thereby granted, and all his Right, Benefit, Claim and Demand in and to the same, free of all former Grants, Assignments, Charges and Incumbrances by him done. **Provided** always nevertheless, that if the said *J. R.* his, &c. do truly pay, &c. unto the said *B. R.* his, &c. the said Sums of — *l.* and — *l.* on the, &c. with all Interest due and then to be due for the same, according to the true Meaning of the said Bonds, these Presents shall be void and of none Effect: **And** the said *J. R.* doth hereby covenant and agree with the said *B. R.* his, &c. in Case the said several Sums and Interest be not paid as aforesaid, that then he and they may dispose of the said Presentation, Advowson or Patronage, and out of the Monies thereby arising, pay and reimburse him and themselves the said Monies and Interest due and owing as aforesaid, paying the said *J. R.* the Overplus, (if any be) which the said *J. R.* in such Case doth empower him and them to do accordingly; **And** that he the said *J. R.* will do any further Act to confirm the same as shall be reasonably advised and required. **In Witness,** &c.

XL. Of Prisoners.

An Assignment of Prisoners and Writs, whereby Prisoners are charged in Custody, by the late Sheriff to the present Sheriff.

THIS Indenture, made, &c. **Between** *A. B.* Esq; late Sheriff of the County of *X.* of the one Part, and *C. D.* Esq; now Sheriff of the said County, of the other Part, witnesseth, that the said *A. B.* by Virtue of his Majesty's Writ of Discharge of his late Office to him directed, hath delivered and set over unto the said *C. D.* These Writs following, that is to say, A *Capias* against *L. M.* returnable in eight Days of St. Hilary, at the Suit of *N. O.* &c. **Together with** the Bodies of *E. F.* in Execution, at the Suit of *J. H.* for a Debt of 100 *l.* and *G. R.* at the Suit of *R. S.* in Execution for 40 *l.* and *W. P.* in Execution, as well at the Suit of *S. J.* for a Debt of 10 *l.* as also at the Suit of *T. W.* for a Debt of 30 *l.* &c. **In Witness,** &c.

XLI. Of Prizes taken at Sea.

Assignment of Shares in Prizes taken by a Privateer, with a Covenant from the Assignee to pay the Assignor the Overplus above the Consideration Money.

KNOW, &c. That I *A. B.* of, &c. Mariner, late Master of the Privateer Man of War, called — whereof *C. D.* was Commander, in Consideration of — *l.* of, &c. to me in Hand, &c. by *D. E.* of, &c. the Receipt, &c. and thereof, &c. have assigned, transferred and set over, and **Do** hereby assign, &c. unto the said *D. E.* All such Sum and Sums of Money as are due, owing, payable or belonging unto me for my nine Shares; and likewise for — Shares more due and belonging to my Son and Servant *F. E.* who sailed in the said Ship, of, in, to and out of two several Ships, with the Appurtenances, and their Lading and Cargoes, one called the — and the other the — both of them being taken by the said Privateer called the — the said *C. D.* Commander, and are since condemned as lawful Prizes; and all my Right of Action, Claim, Interest and Demand of, in and to the said Shares in the said Prizes; **To have,** hold and receive the same unto the said *D. E.* his, &c. to his and their own Use and Uses: **And** to the Intent he may be better enabled to receive the said Premises, I do hereby make, &c. the said *D. E.* his, &c. to be my, &c. Attorney irrevocable, to demand, &c. the said hereby assigned Premises from the said *C. D.* and all other Persons whom it doth or shall concern, and to all Persons concerned therein to account concerning the same, and upon Receipt, &c. **And** I do hereby authorise, &c. to use, &c. all Ways, &c. for Recovery, as fully, &c. and do ratify, &c. **And** I do further covenant to and with the said *D. E.* his, &c. that upon his or their Request I will do all or any such further Act, Deeds and Things, for the better enabling him and them to recover and receive the aforesaid — Shares in the said Prizes, and all Monies due and to be due for the same herein before assigned, as shall be reasonably advised: **And it is hereby declared** by the said Parties, and the said *D. E.* doth hereby covenant and agree to and with the said *A. B.* his, &c. that if the Monies to be received by the said — Shares in the said Prizes before assigned shall amount to more than the said — *l.* after all Charges deducted for Recovery thereof, he the said *D. E.* shall and will be accountable for and pay the same unto the said *A. B.* his, &c. any Thing aforesaid to the contrary notwithstanding. **In Witness,** &c.

XLII. Of

XLII. Of Purchases.

Assignment of the Benefit of purchased Articles.

THIS Indenture, made, &c. **Between** *W. R.* of, &c. of the one Part, and *T. L.* of, &c. of the other Part. **Whereas** in Articles of Agreement bearing Date the Day next before the Day of the Date of these Presents, and made between the said *W. R.* of the one Part, and *J. F.* of, &c. and *K. F.* of, &c. Widow, (Mother of the said *J. F.*) of the other Part, and in and by an Indorsement written on the same, several Covenants and Agreements, Matters and Things, are contained touching the Valuation of and paying for several Trees therein mentioned to be valued and paid for, as therein is mentioned, and for the true Performance of such Covenants and Agreements contained in the said Articles, which on the Part and Behalf of the said *W. R.* his, &c. ought to be performed, *He* the said *W. R.* hath obliged himself, his Heirs, &c. unto the said *J. F.* and *K. F.* their, &c. in the penal Sum of 1200*l.* and for the true Performance of such of the Covenants and Agreements contained in the said Articles, which on the Part and Behalf and Parts and Behalfs of the said *J. F.* and *K. F.* their, &c. ought to be performed, the said *J. F.* hath obliged himself, his, &c. and the said *K. F.* hath obliged herself, her, &c. unto the said *W. R.* in the penal Sum of 1200*l.* **Now this Indenture witnesseth**, that the said *W. R.* doth hereby acknowledge and declare, that at the Time of his Executing of the said Articles it was intended that the said *T. L.* his, &c. should have all the Advantage that might arise thereby, and therefore he the said *W. R.* in Consideration of the Sum of 5*s.* of, &c. the Receipt, &c. **Doth**, as far as in him lies, bargained, sold, assigned and set over, and by these Presents **Doth** (as far as in him lies) bargain, &c. unto the said *T. L.* his Heirs, Executors and Administrators, to and for his and their own Use and Benefit, **All** such Benefit, Profit and Advantage which he the said *W. R.* his Heirs, Executors or Administrators, can or may have or claim by Reason or Means of the said Articles and Indorsement, or any Covenants, Agreements, Matters or Things therein contained: **And** for the better enabling him the said *T. L.* his Heirs, Executors and Administrators, to receive and take the Benefit, Profit and Advantage hereby assigned, or mentioned or intended to be assigned, he the said *W. R.* doth hereby constitute, &c. to commence any Action or Actions, Suit or Suits, to compel the Performance of all or any Covenants, Agreements, Matters or Things contained in the said Articles or Indorsement, which on the Part and Behalf, Parts and Behalfs of the said *J. F.* and *K. F.* or either of them, their or either of their Heirs, Executors or Administrators, ought to be performed. **And this Indenture further witnesseth**, that in Consideration of the Assignment thereby made, and of the Powers hereby given to the said *T. L.* his, &c. he the said *T. L.* for himself, &c. doth covenant, &c. with the said *W. R.* that he the said *T. L.* his, &c. shall and will from Time, &c. save, defend and keep harmless and indemnified the said *W. R.* his, &c. and his and their Lands, &c. of, from and against all such Costs, Charges, Damages and Expences, which he the said *W. R.* his, &c. or his, their or any of their Lands, &c. shall or may bear, sustain or be put unto for or by Reason or Means of his the said *W. R.*'s Executing the said Articles and Signing the said Indorsement, or for or by Reason or Means of any Covenant, Agreement, Matter or Thing therein contained, or for or by Reason or Means of any Action or Actions, Suit or Suits to be commenced or prosecuted by Virtue of any Power or Authority thereby given or granted by the said *W. R.* **In Witness**, &c.

Articles whereby a Person, reported the best Bidder by a Master, relinquishes and assigns his Interest to another Person, with proper Covenants, &c.

Articles, &c. Between *W. M.* of, &c. of the one Part, and *J. L.* of, &c. of the other Part.

Whereas *J. B.* Esq; (one of the Masters of the High Court of Chancery) by his Report dated, &c. did thereby certify, that in Pursuance of an Order dated, &c. made on the Hearing of a certain Cause in the said Court then and there now depending, wherein *E. C.* Widow, an Infant and Executrix of Sir *J. C.* Bart. deceased, by *J. M.* Gent. her next Friend, and the said *J. M.* are Plaintiffs, and *E. A.* and *E.* his Wife, (late *E. C.* Spinster) and others therein named, are Defendants, and of a subsequent Order of Revivor made in the said Cause, dated, &c. the Manor of *E.* &c. in the said Order on Hearing mentioned, late the Estate of the said Sir *J. C.* deceased, had been proposed and set to Sale before him the

said Master, pursuant to an Advertisement for Sale of the said Estates; and that *W. M.* of, &c. appeared before him the said Master, and bid for the Purchase of the said Estate the Sum of 8700*l.* having a good Title made to him thereof, free from all Incumbrances; and that no other Person having offered to give so much for the Purchase thereof, he the said Master did thereby allow the said *W. M.* the best Purchaser of the said Estate, for the said Sum of — as by the said Orders and Report may appear: **Now these Presents witness,** that the said *W. M.* (for and in Consideration of the Sum of 300*l.* to be to him paid by the said *J. L.* in such Manner as herein after is mentioned, and of the Covenants herein after contained, on the Part of the said *J. L.* to be performed) **Doth** hereby (as much as in him lies) absolutely relinquish, assign, transfer and set over unto the said *J. L.* his Heirs and Assigns, to and for his and their own Use and Benefit, **All** the Right, Interest, Property, Benefit, Advantage, Claim and Demand whatsoever, either at Law or in Equity, which he the said *W. M.* or any Person or Persons in Trust for him, can or may at any Time hereafter have or take by Virtue of his Bidding for, or being reported by the said Master the best Purchaser of the Estate late of the said Sir *J. C.* as aforesaid, (in the said Particular mentioned) **And** for the Considerations aforesaid, he the said *W. M.* **hath**, and by these Presents **Doth** constitute, authorize and appoint the said *J. L.* his Heirs and Assigns, to stand in the Room, Name, Place and Stead of him the said *W. M.* and to do, act, transact and perform all and every such other and further legal Acts, Matters and Things whatsoever, either in the said Court of Chancery, or before the said Master, or elsewhere or otherwise, as shall be needful, necessary and requisite for the Carrying on, Finishing and Compleating the Purchase of the Estate late of the said Sir *J. C.* so bid for as aforesaid, and in the said Particular mentioned, and for having a good and sufficient Conveyance made of the same unto and to the Use of the said *J. L.* his Heirs and Assigns, as his or their Counsel shall reasonably advise, and that as fully, effectually and absolutely, and in as large, ample and beneficial Manner to all Intents and Purposes whatsoever, as he the said *W. M.* or his Heirs, could or might have had or done the same, for his or their own Use and Benefit, if these Presents had not been made. **And these Presents further witness,** that he the said *J. L.* (in Consideration of such Relinquishing and Assignment made to him by the said *W. M.* of the Premises as aforesaid) **Doth** for himself, his Heirs, Executors, Administrators and Assigns, covenant with the said *W. M.* his Executors, Administrators and Assigns, by these Presents, in Manner as follows, *viz.* That he the said *J. L.* shall and will from henceforth stand in the Place and Stead of him the said *W. M.* as and for the best Bidder, for finishing the Purchase of the said Estate late of him the said Sir *J. C.* so intended to be purchased as aforesaid: **And also** that he or they shall and will obey and perform all and every such Orders and Reports as shall from henceforth be had and made in the said Court of Chancery touching or concerning the Carrying on and Finishing such Purchase; **And also** that he the said *J. L.* his Heirs, Executors or Administrators, shall and will out of his and their own proper Monies pay and discharge all and all Manner of Costs, Charges and Expences whatsoever, either in the said Court of Chancery or elsewhere, as shall be necessary and expedient for the carrying on and compleat Finishing the Purchase of the said Estate so by him intended to be made as aforesaid; **And likewise,** that he the said *J. L.* his Heirs or Assigns, on the Executing to him and them of a good and sufficient Conveyance by the proper Persons legally intitled to the said Estate late of him the said Sir *J. C.* so bid for as aforesaid, and in the said Particular mentioned, shall and will pay or cause to be paid the said Sum of 8700*l.* Purchase Monies, to such Person or Persons so legally intitled to execute the same, or as by any Order or Decree of the said Court of Chancery shall in that Behalf be ordered, directed or appointed: **And further likewise,** that he the said *J. L.* his Heirs, Executors or Assigns, immediately after the Executing and compleat Finishing of such good and sufficient Conveyances to him or them of the said Estate late of the said Sir *J. C.* as aforesaid, shall and will well and truly pay unto the said *W. M.* his Executors, Administrators or Assigns, the said Sum of 300*l.* &c. **And lastly,** that he the said *J. L.* his Heirs, Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, save, defend, keep harmless and indemnified the said *W. M.* his Executors and Administrators, and his and their Real and Personal Estates, of, from and against all Actions, Suits, Costs, Charges, Damages and Expences, that shall or may be brought, arise, fall or happen to him, them, or any of them, for or by Reason of his the said *W. M.*'s bidding for the Purchase of the said Estate, or for or on Account of his not proceeding in the finishing thereof, pursuant to his Bidding for the same as aforesaid. **In Witness, &c.**

XLIII. Of Rents.

Assignment of a yearly Rent for Payment of 260l. and Interest, with Directions for the Tenant to attorn and pay the Rent Half-yearly.

THIS Indenture, made, &c. **Between** *A. H.* of, &c. of the one Part, and *J. E.* of, &c. of the other Part. **Whereas** by Indenture of Assignment bearing Date, &c. between the said *A. H.* of the one Part, and *W. H.* of the other Part, (reciting as therein is recited) the said *A. H.* (in Consideration of the Sum of 260l. to him paid by the said *W. H.*) *Did* grant, sell and assign unto the said *W. H.* an Indenture of Lease therein recited, and a Piece of Ground, &c. thereby demised, with the Appurtenances, situate, &c. at and under the yearly Rent of 105l. *To hold*, &c. for and during all the Residue of a Term of 38 Years, in and by the said Indenture of Lease granted, (which commenced at, &c.) *Redeemable* on the said *A. H.*'s Payment to the said *W. H.* of the said Sum of 200l. and Interest, in Manner as in the said Indenture of Assignment is mentioned: **And whereas** by Deed Poll bearing even Date with and executed immediately before these Presents, and written upon the Back of the said Indenture of Assignment, (therein reciting that the said *A. H.* had some Time since paid to the said *W. H.* the Sum of 100l. in Part of the said Principal Sum of 200l. so secured to him as aforesaid, and that there then remained due to him only the Principal Sum of 100l.) *It is by the said Deed Poll witnessed*, that in Consideration of the said Sum of 100l. paid by the said *J. E.* to the said *W. H.* (in full Satisfaction and Discharge of all Principal and Interest Monies whatsoever secured to him by the said recited Indenture of Assignment, and a Bond therein recited) and for 5s. to the said *A. H.* also paid by the said *J. E.* *He* the said *W. H.* (by the Direction of the said *A. H.*) *Hath* bargained, sold and assigned, *And* *be* the said *A. H.* *Hath* ratified and confirmed unto the said *J. E.* the said recited Indenture of Lease, Piece of Ground, Messuage, and all and singular other the Premises thereby demised, and by the said Indenture of Assignment assigned unto the said *W. H.* with the Appurtenances, together with the said Indentures of Lease and Assignment; **To hold**, &c. for and during all the Residue of the said Term of 38 Years and an Half, which is now to come, as by the said Indenture of Assignment and Deed Poll, (Relation, &c.) **And whereas** the said *J. E.* hath on the Day of the Date hereof actually lent and paid to the said *A. H.* the Sum of 160l. and previous to his the said *J. E.*'s Payment of the said Sum of 100l. to the said *W. H.* and his now lending the said 160l. to the said *A. H.* (making together the Principal Sum of 260l.) *He* the said *A. H.* for securing Repayment thereof, together with Interest for the same after the Rate of 4l. per Cent. per Ann. proposed and agreed to assign unto the said *J. E.* the said yearly Rent of 105l. so payable for the said Messuage and Premises, for and during and until such Time only as the said 260l. and Interest, by Half-yearly Payments, shall be to him and them fully paid and satisfied, in such Manner and subject as herein after is mentioned: **Now this Indenture witnesseth**, that he the said *A. H.* in Pursuance and Performance of his said recited Agreement, and also in Consideration of the said Sum of 260l. so lent and paid by the said *J. E.* to, for and on his Account, in Manner as aforesaid, the Payment and Receipt, &c. *Hath* bargained, sold, assigned, transferred and set over, and by, &c. doth, &c. unto the said *J. E.* **The** said yearly Rent of 105l. reserved, issuing and payable to the *A. H.* by, out of and for the above assigned Messuage or Tenement and Premises, situate, &c. and all other yearly Rents whatsoever issuing and payable for or in Respect of the same, and all the Right, &c. **To have, hold**, receive, take and enjoy the said yearly Rent of 105l. and all and singular other the Premises hereby assigned or mentioned, &c. unto the said *J. E.* his Executors, Administrators and Assigns from henceforth, for and during and until such Time only as he the said *J. E.* his Executors, Administrators or Assigns, by equal Half-yearly Payments, shall be fully paid and satisfied the said Sum of 260l. and the Interest thereof, after the Rate aforesaid, together with all Costs and Charges touching the Receipt or Recovering thereof, and that in as full, &c. **And** the said *A. H.* for the Considerations aforesaid, doth hereby direct and appoint the present and all other future Tenants of the said Messuage and Premises, to attorn and become Tenants to the said *J. E.* his Executors and Assigns, and to pay to him or them the clear yearly Rent of the said Messuage and Premises, by equal Half-yearly Payments, on the two Feast-Days following, *viz.* &c. for and during so long and until such Time only as the said Principal Sum of 260l. and all Interest from henceforth, after the Rate of 4l. per Cent. per Ann. together with all Charges touching the same, if any shall be, to him and them fully paid and satisfied; and that all and every the Receipts of the said *J. E.* his Executors or Assigns, to the said present or any future Tenant of the said Premises, for the said hereby assigned yearly Rent, so to be by him and them

them paid to the said *J. E.* his Executors or Assigns as aforesaid, shall be as good and sufficient Receipts and Discharges to him and them, as if the same had been actually signed and given by the said *A. H.* his Executors or Administrators. **Provided always,** and it is hereby agreed and declared, that from and after full Payment of the said 260 *l.* Interest and Charges unto the said *J. E.* his Executors or Assigns, by and out of the said hereby assigned yearly Rent and Premises in Manner as aforesaid, then and from thenceforth the Assignment hereby made, and every Covenant, Clause and Thing herein contained, shall be utterly void and of no Effect; and that then he the said *J. E.* his Executors or Assigns, shall deliver up to the said *A. H.* his Executors or Administrators, the said Indenture of Lease, Indenture of Assignment, and a Policy of Insurance by the said Deed Poll so assigned to him as aforesaid; any Thing herein contained to the contrary thereof notwithstanding.

XLIV. Of a Sailor's Ticket.

An Assignment of a Sailor's Ticket and (a) Wages.

I *KNOW*, &c. That I *T. S.* &c. the lawful Attorney of *C. L.* &c. in Consideration of, &c. to me in Hand paid by *J. J.* of, &c. the Receipt, &c. **Do** hereby assign and set over unto the said *J. J.* his, &c. to his and their own Use and Uses, **A Ticket** signed by the Officers of his Majesty's Ship the *C.* numbered on the Ship's Book ——— dated the, &c. for the Service of the said *C. L.* on Board the said Ship from the ——— Day of, &c. until the ——— Day of, &c. last, with all Sum and Sums of Money thereupon due and payable: **And** I do hereby empower, authorize and appoint the said *J. J.* his, &c. to demand and receive all Sum and Sums of Money due and payable by and on Account of the said Ticket of and from the Treasurers of his Majesty's Navy, and all others whom it may concern, and upon Receipt thereof to give sufficient Discharges for the same: **And** I do hereby ratify whatsoever he and they shall legally do in and touching the Premises. **In Witness, &c.**

XLV. Of Salaries.

An Assignment of a Salary.

I *KNOW*, &c. That I *B. S.* &c. (*Describe the Place he is in*) for and in Consideration of, &c. **Have** assigned, transferred and set over, and **Do** hereby, &c. unto the said *J. B.* his, &c. **The** Sum of ——— *l.* being two quarterly Payments for my Fee or daily Value of ——— *s.* per Day, as one of the ——— aforesaid, commencing from the, &c. and which will become due, &c. and all my Interest and Demand of, in and to the same; **To have**, hold and receive the same unto the said *T. B.* his, &c. to his and their own proper Use and Uses: **And** I the said *B. S.* for the better, &c. (*Letter of Attorney, and Covenants not to release, and to do any further Act*). **In Witness, &c.**

An absolute Assignment of a Salary or Debt due from the Charitable Corporation.

Recital.

Considerations.

Assignment of

T *o* all Persons to whom these Presents shall come, *B. S.* Gent. (one of the Attornies of his Majesty's Court of *C. P.* sendeth Greeting. **Whereas** the said *B. S.* in the Year 1721. by an Order of the then Committee of the Company called the *Charitable Corporation*, was appointed Attorney and Solicitor for the said Corporation, to prosecute and defend all their Actions and Suits both in Law and Equity; and the said Committee then agreed to allow the said *B. S.* a Salary of 50 *l.* per Ann. for his Attendance or Trouble, and also all his Disbursements touching the same, to commence from *Christmas* 1721. **And whereas** (by Virtue of the said Appointment and Agreement) on the Day of the Date hereof there is justly due and owing to him the said *B. S.* for his said Salary the Sum of 275 *l.* or thereabouts; and for his Disbursements the Sum of 35 *l.* or thereabouts (making together the Sum of 310 *l.* **Now know ye, and these Presents witness**, that for and in Consideration of the Sum of ——— of, &c. to the said *B. S.* in Hand well and truly paid by *W. J.* of, &c. at, &c. the Receipt, &c. and for divers, &c. **He** the said *B. S.* **Doth**, and by these Presents **Doth** freely, clearly and absolutely bargain, transfer and set over unto and to

(a) See Assignments of Wages, *post*.

and for the Use and Benefit of the said *W. J.* his Executors, Administrators and Assigns, **The** before mentioned Sum of 310*l.* so now due to him the said *B. S.* from the said Company called *The Charitable Corporation*, for his Salary and Disbursements as aforesaid; and all and every Sum and Sums of Money, Allowance, Benefit, and other Advantages whatsoever, which are now due, owing, or any ways belonging to him the said *B. S.* from the said Company or Corporation, by Virtue of the said Order or Agreement of their Committee, as aforesaid, or otherwise howsoever; and all the Right, Interest, Benefit, Advantage, Property, Claim and Demand whatsoever, either at Law or in Equity, of him the said *B. S.* of, in, to and out of the hereby assigned Monies and Premises, and every Part and Parcel thereof: **And** for the better and more effectual enabling him the said *W. J.* his Executors, Administrators and Assigns, to have and receive all and singular the hereby assigned Monies and Premises to and for his and their own Use and Benefit, he the said *B. S.* *Haib*, and by these Presents (as much as in him lieth) *Doth* make, ordain, constitute, authorize and appoint, and in his Place and Stead put the said *W. J.* his Executors, Administrators and Assigns, the true and lawful Attorney and Attornies irrevocable of him the said *B. S.* to ask, demand, sue for, recover and receive of and from the said Company called *The Charitable Corporation*, or their Cashier or Treasurer, and of and from all and every other Person and Persons whomsoever, who are or shall be liable to pay the same, the said Sum of 310*l.* and all and singular other the hereby assigned Monies and Premises, and upon Receipt and Payment thereof, or of any Part thereof, in the Name of him the said *B. S.* or otherwise, to give proper and sufficient Discharges for the same, and upon Non-payment thereof, also in his Name, or otherwise, to commence any Action or Suit, either at Law or in Equity, for the Recovering and Receiving thereof, and the same to carry on to Effect: **And** he the said *B. S.* doth hereby give, *&c.* absolute Power, *&c.* **And** finally, he the said *B. S.* doth hereby ratify, allow and confirm all legal Acts whatsoever, which he the said *W. J.* his, *&c.* shall do or cause to be done touching the Premises, by Virtue of the Power hereby given. **Provided nevertheless**, and so as he the said *W. J.* his Executors and Administrators, shall and do at all Times hereafter save, keep harmless and indemnified the said *B. S.* his Executors and Administrators, and his, their and every of their Real and Personal Estates, of and from and against all Costs, Charges, Damages and Expences whatsoever, which shall or may arise, fall or happen to him, them, or any of them, for, by Reason, Means or Occasion of any Action or Suit which shall be brought or prosecuted in the Name of the said *B. S.* his Executors or Administrators, by Virtue of these Presents, or of any Power or Authority hereby given unto the said *W. J.* his Executors, Administrators or Assigns, *&c.* (*The Assignor covenants that he has not, nor will release, &c. as usual.*) **In Witness, &c.**

Monies and Premises.

Letter of Attorney.

Ratification.

Proviso for indemnifying the Assignor.

An Assignment of a Salary for Security of Money lent on Bond.

T*D* all, *&c.* *S. H.* *&c.* sends Greeting. **Whereas**, *&c.* (*Recite the Bond*): **Now know ye**, That for better Security of Payment of the said Sum of, *&c.* with Interest according to the Condition of the said recited Obligation, and in Consideration of *1 s.* to the said *S. H.* paid before Sealing hereof by the said *T. H.* the Receipt whereof he doth hereby acknowledge, **He** the said *S. H.* hath assigned, *&c.* and by, *&c.* **Doth**, *&c.* unto the said *T. H.* his, *&c.* **All** such Sum and Sums of Money as are now due and in Arrear, and which hereafter shall grow and become due and payable unto the said *S. H.* for his Salary, Fee or daily Value of 12*d.* per Day, as one of the Gunners in Garrison of the Tower of London belonging to his Majesty's Office of Ordnance, and all his Right, *&c.* **To have**, *&c.* **And** for the better Recovery, *&c.* (*Letter of Attorney*). **Provided always**, and these Presents are upon this Condition nevertheless, that if the said *S. H.* his, *&c.* do and shall well and truly pay, *&c.* unto the said *T. H.* his, *&c.* the said Sum of — *l.* with Interest, according to the Condition of the said recited Obligation, then these Presents and every Thing herein contained shall be utterly void and of none Effect; any Thing aforesaid, *&c.* (*A Covenant, that if Default shall be made in Payment of the said Sum, then the said S. H. shall do any further Acts, &c.*) **In Witness, &c.**

XLVI. Of a Covenant Servant.

By Indorsement.

K*N**O**W*, *&c.* that the within named *J. L.* for and in Consideration, *&c.* **Doth** by, *&c.* assign, *&c.* unto *H. L.* of, *&c.* his, *&c.* the within written Indenture, and all his Right, *&c.* of, in and to the same, and to the Service of the within named *T. H.* therein

and hereby agreed and covenanted to be performed by Virtue thereof, or otherwise howsoever, in any Manner of wife, he the said *H. L.* his, &c. paying the Wages of the said *T. H.* and performing the other Matters therein contained, which on the Part of the said *J. L.* are to be paid and performed, as within is mentioned. *In Witness, &c.*

XLVII. Of Statutes of Recognizances.

Assignment of a Statute as a Collateral Security.

Recitals, as to the Statute from *J. L.* *J. G.* and *R. G.* to *E. T.* and his De-feasance thereon. Mortgage from *J. G.* and *R. G.* to *E. T.* for 4500 *l.*

As to the Assignment to Mr. G.

As to previous Agreement.

THIS Indenture Tripartite, &c. Between *C. B.* of, &c. of the first Part, *J. G.* of, &c. and *R. G.* of, &c. of the second Part, and *W. G.* of, &c. of the third Part, *Whereas J. L.* of *F.* in the said County of *N. Gent.* and the said *J. G.* and *R. G.* by their Recognizance or Writing obligatory in the Nature of a Statute-Staple, bearing Date, &c. taken and acknowledged before Sir *R. E.* Knt. then Lord Chief Justice of his Majesty's Court of Common Pleas at *Westminster*, became jointly and severally bound unto the said *E. T.* in the Sum of 9000 *l.* of, &c. which Statute by an Indenture of the same Date was defeasanced and made void on Payment of the Sum of 4500 *l.* and Interest, unto the said *E. T.* his, &c. in such Manner as in the same Indenture is mentioned: **And whereas** by Indenture Tripartite by way of Mortgage, bearing Date, &c. and made between the said *J. G.* of the first Part, the said *R. G.* of the second Part, and the said *E. T.* of the third Part, *In Consideration* of the Sum of 2000 *l.* to the said *J. G.* and of the Sum of 2500 *l.* to the said *R. G.* respectively paid by the said *E. T.* as therein mentioned, the Manor of *B.* &c. therein particularly mentioned and described, were by him the said *J. G.* demised and granted unto the said *E. T.* his, &c. for the Term of 500 Years; and by the same Indenture, the Manor of *E.* &c. and the Appurtenances therein particularly mentioned and demised, were by him the said *R. G.* granted and demised to the said *E. T.* his, &c. for the Term of 1000 Years; **Subject nevertheless** to several Proviso's in the said Indenture of Mortgage contained, for making void thereof, on Payment by them the said *J. G.* and *R. G.* unto the said *E. T.* his Executors or Assigns, of the several Principal Sums of 2000 *l.* and 2500 *l.* together with Interest for the same, in such Manner as therein is mentioned: **And whereas** by Indenture Quadripartite of Assignment, bearing even Date with, and executed immediately before these Presents, and made between the said *C. B.* of the first Part, the said *J. G.* of the second Part, the said *R. G.* of the third Part, and the said *W. G.* of the fourth Part; (*Reciting* the herein above recited Indenture of Mortgage) and that the said several Principal Sums of 2000 *l.* and 2500 *l.* thereby secured to the said *E. T.* (making together the Principal Sum of 4500 *l.*) and the Interest thereof had not been paid; and that the said *E. T.* was dead, and that he by his last Will and Testament had given and devised all his Real and Personal Estates whatsoever to the said *C. B.* his, &c. **Nevertheless** upon the several Trusts, Intents and Purposes in his said Will mentioned and expressed; **And further Reciting** (amongst other Things) that the said *W. G.* had at the Request of the said *J.* and *R. G.* paid the said Sum of 4500 *l.* into the Bank of England, in Pursuance of an Order of the Court of Chancery therein recited; *It is by the said Indenture of Assignment witnessed*, That in Consideration of the said 4500 *l.* so paid by the said *W. G.* into the Bank of England as aforesaid, and for 5 *s.* a-piece to them the said *C. B.* *J. G.* and *R. G.* paid by the said *W. G.* the said several Manors, &c. and all, &c. mentioned and comprised in the said recited Indenture of Mortgage, and which were by them the said *J. G.* and *R. G.* thereby respectively demised to the said *E. T.* his Executors and Assigns as aforesaid, *Are* by the said *C. B.* assigned, and by the said *J. G.* and *R. G.* respectively, (in Pursuance of an Order of the Court of Chancery therein recited) granted, ratified and confirmed unto him the said *W. G.* his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said several Terms of 500 Years and 1000 Years, by them the said *J. G.* and *R. G.* in and by the said recited Indenture of Mortgage respectively granted, of and in the said several Premises as aforesaid; **Subject nevertheless** to a Proviso in the said Indenture of Assignment contained for his the said *J. G.* his Redemption of his Part of the thereby granted and ratified Premises, on Payment by him, his Heirs or Assigns, unto the said *W. G.* his, &c. of the Sum of 2100 *l.* on the several Days, and in Manner as therein is mentioned; and also subject to another Proviso in the same Indenture of Assignment contained, for his the said *R. G.*'s Redemption of his Part of the thereby granted and ratified Premises, on Payment by him, his Heirs or Assigns, unto the said *W. G.* his Executors or Administrators, of the Sum of 2625 *l.* on the several Days, and in such Manner as therein also is mentioned, as in and by the said Statute and Defeasance thereon, and the said several in Part recited Indentures of Mortgage and Assignment (Relation being to them respectively had) more at large may appear: **And whereas** previous to his the said *W. G.*'s advancing and paying the said 4500 *l.* into the Bank of England, (being

(being for the proper Debt of them the said J. and R. G.) and as a Collateral or further Security for Payment of the same, and the Interest thereof, unto the said W. G. according to the several Provisoes in the said recited Indenture of Assignment contained for that Purpose, *It was agreed* between the Parties thereto, that the said herein above recited Statute Staple so given to the said E. T. as aforesaid, and all Monies thereby secured and now vested in the said C. B. as Executor of his said Will, should be by him assigned to the said W. G. *Subject nevertheless* to the several Provisoes in the said Indenture of Assignment contained, and to be defeasanced in such Manner as herein after is mentioned and expressed: **Now this Indenture witnesseth,** Considerations.
that in Pursuance and Performance of the said recited Agreement, and in Consideration of the said Sum of 4500*l.* so by him the said W. G. paid in Manner as aforesaid, and also for and in Consideration of the Sum of 5*s.* of, &c. in Hand paid by, &c. at, &c. the Receipt, &c. **He** the said C. B. at the special Instance and Request, and by the Direction and Appointment of the said J. and R. G. testified, &c. **Hath** assigned, &c. and by, &c. he the said C. B. *Doth,* Assignment.
&c. unto the said W. G. **The** said recited Recognisance or Statute Staple, and all Sum and Sums of Money therein mentioned and thereby secured, and all Benefit and Advantage whatsoever to be had, made, taken or obtained, upon or by Virtue thereof, or of any Process, Extent, or other Execution or Executions whatsoever to be thereupon had, taken, sued out and executed; **To have,** hold, receive, take and enjoy the said hereby assigned Recognisance or *Habendum.*
Statute Staple, Monies, Extents, and all and singular other the herein before mentioned and intended to be hereby assigned Premises, unto and to the Use of the said W. G. his, &c. as and for his and their own proper Monies for ever; **Subject** to the Provisoes aforesaid, **Toge-** Letter of At-
ther with full Power for the said W. G. his, &c. in the Name of him the said C. B. to sue, torney.
&c. any Extent, Writ or Writs of Execution, or other Process upon the said Recognisance or Statute Staple, against them the said J. L. J. G. and R. G. any or either of them, their or any or either of their Real or Personal Estates, for the Recovering and Receiving of all and every the Sum and Sums of Money thereby secured and hereby assigned; and also to release and discharge the same, and to do any Act to vacate or make void the said Recognisance, and that in as full, &c. **Subject nevertheless** to the Proviso herein after contained; **And** the Covenants
said C. B. for himself, his Executors and Administrators, doth covenant and agree, to and with the said W. G. his Executors, Administrators and Assigns by these Presents, in Manner following; that is to say, That he the said C. B. hath not at any Time heretofore, nor shall or will at any Time or Times hereafter (until the said Sum of 4500*l.* and the Interest thereof, *hath not, nor will release till the Money paid to the Assignee.*
shall be fully paid and satisfied unto the said W. G. his Executors, Administrators or Assigns) assign, release or discharge the said hereby assigned Recognisance and Monies thereby secured, or any Part thereof, or any Execution or Process to be sued or taken out by Virtue thereof, without the Consent of the said W. G. his, &c. first had and obtained in Writing for that Purpose: **Provided** always, and it is hereby agreed and declared, that if each of them the said Proviso that
J. G. and R. G. shall and do well and truly pay, &c. unto the said W. G. his, &c. the said if the Monies
several Sums of 2100*l.* and 2625*l.* at the Place on the several Days, and in Manner, as the be paid according to the
same, in and by the two several Provisoes in the said recited Indenture *Quadripartite* of Assign- Provisoes in
ment contained, are mentioned and appointed for Payment thereof, according to the true In- the Mortgage,
tent and Meaning of the same Indenture; that then he the said W. G. his, &c. (at the Request then the As-
and Charge of the said J. G. and R. G. their, &c.) shall and will do any Act to vacate or signee shall do
make void the said Recognisance, or else assign the said hereby assigned Recognisance, and all any Act to
and every Sum and Sums of Money thereby secured, unto the said J. G. and R. G. their Execu- make void
tors or Administrators, or to such other Person or Persons as they shall direct or appoint, so as the assigned
no Person or Persons for the doing thereof be compelled to go from his, her or their then Place Recognisance.
of Habitation or Abode; **And it is hereby agreed and declared** by the said W. G. that Agreement
no Writ of Execution, Process, or any other Advantage whatsoever, shall be had or taken that no Execu-
against them the said J. L. J. G. and R. G. any or either of them, their, any or either of tion till De-
their Heirs, Executors or Administrators, or against their, any or either of their Goods or fault in Pay-
Chattels, Heirs, Executors or Administrators, or against their, any or either of their Goods or ment.
Chattels, Lands, Tenements or Hereditaments, upon the said hereby assigned Recognisance, until Default shall be made in Payment of the said several Sums of 2100*l.* and 2625*l.* or some Part thereof, contrary to the true Intent and Meaning of the said several Provisoes in the said recited Indenture *Quadripartite* of Assignment contained. **And lastly,** the said W. G. for Covenants to
himself, his Heirs, Executors and Administrators, doth hereby covenant and agree to and with indemnify
the said C. B. his Executors and Administrators, that he the said W. G. his Executors, Admi- Mr. B.
nistrators or Assigns, shall and will from Time to Time, and at all Times hereafter, save, defend, keep harmless and indemnified the said C. B. his Heirs, Executors and Administrators, and his, their and every of their Goods and Chattels, Lands and Tenements, of, from and against all Costs, Charges, Expences and Damages whatsoever, which shall or may at any Time hereafter happen or accrue to, or be adjudged, decreed or awarded against him or them, or his
or

or their Real or Personal Estates, for or by Reason of any Writ, Process, Proceeding or Execution, which shall or may be had, sued or taken out upon the said hereby assigned Recognizance for the Recovering and Receiving of the said Sum of 4500 *l.* and the Interest thereof, or of any Part thereof, in the Name of him the said *C. B.* or otherwise touching or concerning the same. *In Witness, &c.*

XLVIII. Of Stocks.

An Assignment of East-India Stock, for the securing of an Annuity for Life payable thereout.

Recital of
Contract for
Purchase of
said Annuity.

Confidera-
tions.

Assignment of
— Credit in
said Company
to the two
Trustees.

Upon the
Trusts, &c.
viz. that
Trustees du-
ring Life of
Annuitant,
shall by Let-
ter of Attorney
impower him
to receive his
Annuity out
of Dividends
when payable;

the first Pay-
ment to be-
gin, &c.
and after
Death of An-
nuitant,
then Trustees
to assign said
Credit free
of Incum-
brances to
Grantor of
Annuity.

A Proviso, and
Grantor of
said Annuities
covenants
with Trustees,
that if Com-
pany during
Life of An-
nuitant, lessen
their Divi-
dends, so that
Stock of Com-
pany shall not
yield sufficient

THIS Indenture made, &c. Between *A. B.* of, &c. of the first Part, and *C. D.* of, &c. of the second Part, and *E. F.* and *G. H.* of, &c. of the third Part. *Whereas* the said *C. D.* hath contracted and agreed with the said *A. B.* for the absolute Purchase of an Annuity, or clear yearly Sum of — *per Ann.* to be paid to him during his the said *C. D.*'s natural Life, for the Sum of — of, &c. which said Annuity is to be secured, paid and payable, in such Manner as herein after is mentioned and expressed: *Now this Indenture witnesseth,* That as well in Pursuance of the said Contract or Agreement, as for and in Consideration of the said Sum of, &c. to the said *A. B.* in Hand at, &c. the Receipt, &c. *He* the said *A. B.* at the special Instance and Request, and by and with the Consent, Direction and Approbation of the said *C. D.* testified by her being made a Party to, and Signing, Sealing and Executing these Presents, *Doth*, &c. unto the said *E. F.* &c. *G. H.* the Sum of — Credit in the Principal Stock and Fund of the United Company of Merchants of *England* trading to the *East Indies*, in the Transfer Books of the said Company, according to the usual Custom and Method of transferring the said Stock, as by the Transfer Books of the said Company, Reference being thereunto had, may appear; *In Trust nevertheless* to and for the several Uses, Intents and Purposes herein after mentioned, expressed and declared, of and concerning the same, and to and for no other Use, Trust, Intent or Purpose whatsoever; (that is to say) Upon Trust that they the said *E. F.* and *G. H.* and the Survivor of them, and the Executors, &c. of such Survivor, shall and do from Time to Time, and at all Times hereafter, during the natural Life of the said *C. D.* well and truly pay unto, or otherwise by a good and sufficient Letter of Attorney or Letters of Attorney, or other lawful and proper Ways and Means, as by the said *C. D.* or his Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required, fully and sufficiently authorise and empower the said *C. D.* and his Assigns, to receive and take the said Annuity or clear yearly Sum of — by equal half-yearly Payments, as the same shall become due and payable, by and out of the Dividends and Profits arising from the said — Credit in the said Stock so transferred unto the said *E. F.* and *G. H.* by the said *A. B.* as aforesaid, and to detain and keep the same to his and their own Use, in full Satisfaction, Payment and Discharge of the said Annuity or clear yearly Sum of — *l.* so contracted and agreed for as aforesaid; the first of which said half-yearly Payments shall begin and be made out of the Dividend arising from the said — Credit in the said Stock, which shall become due and payable at the Feast-Day of — next ensuing the Date hereof, and from and after the Decease of the said *C. D.* *Then upon Trust* that they the said *E. F.* and *G. H.* and the Survivor of them, and the Executors, &c. of such Survivor, shall and do, as soon as conveniently may be, re-assign and transfer, or cause to be re-assigned or transferred unto the said *A. B.* his, &c. the said — Credit in the said Stock, free from all Manner of Incumbrances whatsoever, by them the said *E. F.* &c. and the Survivor and Survivors of them, his Executors, &c. or any of them in the mean Time, had, made, done, committed or suffered: *Provided always nevertheless,* and it is expressly declared and agreed, by and between all the said Parties to these Presents, and particularly the said *A. B.* doth hereby for himself, his, &c. covenant, promise and agree, to and with the said *E. F.* and *G. H.* and the Survivor of them, his, &c. that in case the said Company shall at any Time or Times hereafter, during the natural Life of the said *C. D.* reduce or lessen the Dividend or Dividends payable on their Principal Stock, so as the said — Credit in the Principal Stock of the said Company shall not produce or yield the Annuity or clear yearly Sum of — *per Ann.* so contracted and agreed for as aforesaid, free of all Deductions or Abatements whatsoever; then and in such Case, and as often as the same shall so happen, he the said *A. B.* his, &c. shall and will, before the then next Dividend shall become due and payable, assign and transfer, or cause to be assigned and transferred unto the said *E. F.* and *G. H.* and the Survivor of them, his, &c. upon the like Trusts aforesaid, so much Credit in the said Principal Stock of the said Company, or such other further Security as shall be approved of by the said *C. D.* and his Af-

signs,

signs, which together with the said Sum of — already transferred, shall produce and yield to pay said the Annuity or clear yearly Sum of — *l. per Ann.* at least, and if the said — Credit in Annuity, then the said Stock already transferred as aforesaid, together with such additional Stock or other and so often Security, to be approved of as aforesaid, as shall and may be hereafter transferred to and for he, before next the Uses aforesaid, shall produce or yield more than the Annuity or yearly Sum of — *per* payable, shall *Ann.* so contracted or agreed for as aforesaid, then the Overplus of such Dividend and In- transfer to said tereft, more than the said Annuity or clear yearly Sum of — *l. per Ann.* shall from Time to Trustees fur- Time, as often as the same shall so happen, be paid unto the said *A. B.* his, &c. it being the ther Credit in true Intent and Meaning of these Presents, and of the Parties hereunto, that the clear An- said Compa- nuity or yearly Sum of — *per Ann.* and no more, shall be paid to the said *C. D.* and his ny, as toge- Assigns, during the Term of his natural Life as aforesaid. **Provided always,** and it is ther with pre- hereby declared and agreed by and between all the said Parties to these Presents, that it is sent, shall be shall and may be lawful to and for the said *E. F.* and *G. H.* and the Survivor of them, sufficient to his, &c. to pay and deduct to themselves, and to each of them, by and out of the said and the Over- yearly Annuity, or the Payments to be made thereon, all such Sum or Sums of Money, plus to be paid Charges and Expences whatsoever, which they or either of them shall disburse, expend or to Grantor, be put unto, lay out or sustain, touching or concerning the Trusts hereby in them reposed, Power for or any Thing relating thereunto, and that they shall be only responsible or answerable for deduct their Trustees to their own respective Acts, Receipts, Neglects or Defaults, and not the one for the other, Charges, &c. nor the one for the Acts, Receipts, Neglects or Defaults of the other of them, and that to be answer- neither of them shall be charged or chargeable with any involuntary Loss. **Provided like,** able for re- wise, and it is further declared and agreed, by and between the said Parties to these Presents, spective Acts and the said *A. B.* for himself, his, &c. doth covenant, promise and agree, to and with the chargeable said *E. F.* and *G. H.* and the Survivor of them, his, &c. as followeth, *viz.* that he the said with any in- *A. B.* his Heirs, &c. shall and will pay and satisfy all and every Sum and Sums of Money (if voluntary any) as shall at any Time hereafter, during the natural Life of the said *C. D.* be called in or Loss. ordered to be paid, in Respect or on Account of the said — Stock in the said Company, A Proviso, or any other additional Stock, which may hereafter be transferred to the Use aforesaid, and covenants to that always 10 Days at least before the Expiration of the respective Times limited and ap- pay all Sums pointed by the said Company for paying in the same, and thereof and therefrom indemnify to be called in and keep harmless the said *E. F.* and *G. H.* and the Survivor of them, his, &c. **And the** to be paid on said *A. B.* for himself, his Executors, &c. doth covenant and agree, to and with the said *E. F.* Account of said Stock. and *G. H.* and the Survivor of them, his Executors, &c. that in case the said Company, after As to the the Expiration of their present Charter, (provided the same shall happen in the Life-time of Company's re- the said *C. D.*) shall not renew the same, but shall pay and discharge the said Principal Stock newing their Charter. in the said Company, that then and in such Case, it shall and may be lawful to and for the Then Trustees said *E. F.* and *G. H.* and the Survivor of them, his, &c. to lay out and dispose of the Mo- to dispose of nies so paid unto them by the said Company, in the Purchase of some other Publick or Go- their Monies vernment Security or Securities, as shall be approved of by the said *C. D.* or his Assigns, or in Company his or their Counsel learned in the Law, as shall be sufficient to pay the said Annuity or clear upon some yearly Sum of — *per Ann.* free and clear of all Taxes, Rates, Assessments and Impositions other publick whatsoever, imposed, or which shall be imposed thereon by the Authority of Parliament, or Fund; otherwise howsoever; and in case the Money so paid in as aforesaid, shall not be sufficient to purchase such Annuity as aforesaid, then and in such Case, he the said *A. B.* his, &c. shall and will on Demand make good and pay unto the said *E. F.* &c. and the Survivors and Sur- vivor of them, his, &c. what the same shall so fall short and prove deficient; **And further** and if the that if the said Company shall at any Time hereafter, during the natural Life of him the said Company *A. B.* make Default in the usual Payments of any half-yearly Dividends in Respect of their make Default Principal Stock, or if the said Company shall at any Time hereafter, during the Term afore- in Payment of said, neglect to pay down the Stock, for the Space of six Months after the same shall become Dividends, then Grantor due and payable, according to the usual Custom and Method of paying the said half-yearly to pay the Dividends, *viz.* at the Feast of — and the Feast of — that then and in either of the said same, Cases, he the said *A. B.* his, &c. shall and will (as often as the same shall so happen, during the said Term) well and truly pay, or cause to be paid unto the said *C. D.* or his Assigns, the full Sum of — of, &c. being the Moiety or Half-Part of the said Annuity or clear yearly Sum of — *per Ann.* so contracted and agreed for, as aforesaid, to be paid out of the Divi- dends and Profits arising from the said — Stock in the said Company; **And also** that if and if Annui- the said *C. D.* shall happen to depart this Life, after such half-yearly Dividend shall become tant die be- due and not paid by the said Company, or if the said *C. D.* shall happen to depart this Life tween half- between either of the said half-yearly Feasts or Days of Payment, whereon the said Dividends yearly Pay- usually grow due to be paid as aforesaid; that then and in such Case, they the said *E. F.* &c. then Trustees and the Survivor of them, his, &c. or in Default thereof as aforesaid, he the said *A. B.* his, or the Gran- &c. shall and will well and truly pay, or cause to be paid unto the Executors, &c. of the said tor, to pay so much of An- *C. D.* nuity as shall

be due at the
Annuitant's
Death.
Covenant
from Grantor,
that he hath
good Right,
&c.

Annuitant
covenants,
viz. that his
Executors,
&c. within
14 Days after
his Death,
procure a Cer-
tificate of his
Death, to the
Intent that
Trustees may
re assign, &c.
Covenant
from Trustees
to re-assign ac-
cordingly.

C. D. so much of the said Annuity or clear yearly Sum of — *per Ann.* as from the last half-yearly Payment thereof shall be due and owing unto the Day of his Death; any Thing herein contained to the contrary notwithstanding. And the said A. B. doth for himself, his, &c. covenant, promise and agree to and with the said C. D. E. F. &c. and the Survivors and Survivor of them, his, &c. in Manner following; (that is to say) That for and notwithstanding any Act, Matter or Thing whatsoever, made, done, committed or suffered by him to the contrary, he the said A. B. now on the Day of the Date, and at the Time of the Sealing and Delivery hereof, hath in himself good Right, full Power, true Title, and lawful and absolute Authority to assign and transfer the said — Stock, in Manner aforesaid. And the said C. D. doth hereby for himself, his, &c. covenant, promise and agree to and with the said A. B. his, &c. that the Executors, &c. of the said C. D. shall and will, within the Time and Space of 14 Days next after the Day of the Death of him the said C. D. procure or cause to be procured a proper and legal Certificate of the Death and Burial of him the said C. D. to the Intent and Purpose, that they the said E. F. &c. and the Survivors or Survivor of them, his, &c. do and shall re-assign and transfer unto the said A. B. his, &c. the said — Credit in the Stock, together with such additional Stock, or other Security, as shall or may hereafter be assigned or transferred unto the said E. F. &c. and the Survivors and Survivor of them, his, &c. to the Uses aforesaid, together also with all the Dividends, Interest and Profits due and payable thereon, in Discharge of the Trust reposed in them as aforesaid. And lastly the said E. F. &c. do hereby for themselves severally and respectively, their several and respective Executors, &c. covenant, promise and agree to and with the said A. B. that they the said E. F. &c. and the Survivors and Survivor of them, his, &c. shall and will, within 14 Days after the Decease of the said C. D. having first received a legal and proper Certificate of such his Death, Burial, and not otherwise, re-assign and transfer, or cause to be re-assigned and transferred unto the said A. B. his, &c. the said — Stock in the said Company, together with such additional Stock, or other Security, as shall and may hereafter be assigned and transferred as aforesaid, free of all Incumbrances whatsoever by them, or either or any of them, in the mean Time had, made, done, committed or suffered, together also with all the Dividends, Interest and Profits due and payable thereon, in Discharge of the Trusts aforesaid, to the only proper Use and Behoof of the said A. B. his, &c. for ever, and to and for no other Use, Trust, Intent or Purpose whatsoever. **In Witness, &c.**

Assignment of South-Sea Stock and Annuities made by the acting Executor, by Direction of the Residuary Legatee, to a Trustee nominated by her, the Debts and Legacies having been paid, with Power reserved to the Executor to retain 200l. for his future Indemnity.

THIS Indenture Tripartite made, &c. **Between** N. P. of — Esq; of the first Part, M. B. of — Spinster, of the second Part, and F. B. Spinster, Sister of the said M. B. of the third Part. **Whereas**, &c. (*Recital of a Devise and Bequest of the Residue of both Real and Personal Estate, after other Legacies, &c. paid*): **And whereas** all the Debts of the said G. W. and the Legacies given by the said Will, are presumed to have been paid and satisfied; and there now remains the Personal Estate of the said G. W. in the publick Funds, in the Name of the said N. P. in Trust for the said M. B. as follows, viz. in the Books of the Governor and Company of Merchants of Great Britain, trading to the South-Sea and other Parts of America, and for Encouraging the Fishery, &c. 517l. 5s. 4d. Capital and Principal Stock in the Joint Stock of the said Company, South-Sea Annuities 2666l. 6s. 1d. and in the new Joint Stock of the said Company, South-Sea Annuities 1551l. 15s. 11d. and the said M. B. has requested the said N. P. to assign and transfer all the said Stock and Annuities, (200l. in the said Joint Stock of South-Sea Annuities, which the said M. B. doth hereby agree shall remain in the Name of the said N. P. in the said Company's Books, to indemnify him against all Claims or Demands that may at any Time hereafter be brought against him by any Creditors or Legatees of the said G. W. and against all such Costs, Charges and Expences as he hath, or shall be put unto in the Execution of the Trust in him reposed by the said Will of the said G. W. only excepted) unto the said F. B. her Executors, Administrators and Assigns, in Trust for the said M. B. her Executors, Administrators and Assigns: **Now this Indenture witnesseth**, that the said N. P. at the Request and by the Direction of the said M. B. testified by her being Party to, and Signing and Sealing these Presents, **hath** granted, bargained, sold, assigned, set over and transferred, and by these Presents **Doth**, &c. unto the said F. B. the said 517l. 5s. 4d. Capital South-Sea Stock, the said 1551l. 15s. 11d. New Annuities, and 1866l. 6s. 1d. Part of the said 2066l. 6s. 1d. Joint Stock of South-Sea Annuities, together with all the Interest and Dividends now due, or

hereafter

hereafter to grow due for the same; **To have**, hold, perceive, receive and enjoy the said Capital Stock and Annuities hereby assigned, as aforesaid, unto the said *F. B.* her Executors, Administrators and Assigns; **In Trust** nevertheless for the said *M. B.* her Executors, &c. **And**, &c. (Covenant from *M. B.* that *N. P.* shall retain 200*l.* to indemnify and reimburse himself Expenses, &c. and from *N. P.* to *M. B.* that he will transfer the Stock and Annuities. See Tit. Covenants.) **In Witness**, &c.

XLIX. Of a Trade.

An Assignment of a (a) Trade, and the Benefit of the Service of Apprentices.

Articles, &c. Between *J. M.* Citizen and Coach-maker and Coach-harness-maker of *London*, of the one Part, and *R. E.* also Citizen and Coach-maker and Coach-harness-maker of *London*, of the other Part, in Manner as follows, viz.

Whereas the said *J. M.* hath for some Time past used, exercised, followed and carried on the Trade or Business of a Coach-maker and Coach-harness-maker in the Messuage or Tenement wherein he the said *J. M.* now dwells or lately dwelt, situate, &c. **And** whereas the said *J. M.* being minded intirely to leave off his said Trade and Business, the said *R. E.* for the Consideration herein after mentioned, is to have and enjoy the same to his own Use and Benefit: **Now these Presents witness**, that for and in Consideration of the Sum of 100*l.* of, &c. (as and for a full Premium or Consideration to him the said *J. M.* for the Relinquishing and Leaving off such his Trade or Business to him the said *R. E.*) in Hand well and truly paid to the said *J. M.* by the said *R. E.* at, &c. the Receipt, &c. and also in Consideration that the said *R. E.* hath bought of the said *J. M.* the Coaches, Chariots, Harness, Timber, Implements of Household and several other Goods, Materials and Things, particularly mentioned in a Schedule or Inventory annexed to a Bill of Sale, bearing even Date herewith, and which have been appraised by two indifferent Persons, whereof each of the Parties hereto did chuse one, and for which the said *R. E.* hath well and truly paid unto the said *J. M.* the full Sum of 185*l.* 9*s.* of like Money, the Receipt, &c. and also in Consideration that he the said *R. E.* hath taken a Lease from the said *J. M.* of the said Messuage or Tenement, for the Term of 39 Years, at the yearly Rent of 55*l.* **He** the said *J. M.* hath, and by these Presents **Doth**, as much as in him lies, or he may or can do, relinquish and quit-claim unto him the said *R. E.* his Executors and Administrators, **All** his Interest, Benefit, Profit and Advantage whatsoever to be by him from henceforth had, made or obtained by Virtue of the said Trade, or of any of the Customers now belonging thereto; **And** also all the Benefit of the Services of all and every such Person or Persons, as now are or which shall be the Apprentices of him the said *J. M.* for and during such Term as every such respective Apprentice by his Indenture of Apprenticeship is obliged to serve; he the said *R. E.* during such Service, finding them with Meat, Drink, Washing and Lodging. **Provided** always, and it is the true Intent and Meaning of these Presents, and of the Parties hereunto, that the said *J. M.* is to have, receive and keep to his own proper Use, all and every such Sum and Sums of Money as hath been or shall be paid unto him the said *J. M.* with any Apprentice or Apprentices that the said *J. M.* hath now or shall hereafter take. **Provided** also, that in Case any such Apprentice or Apprentices shall before the Expiration of their Time quit or desert the Service of the said *R. E.* or misdeemean themselves therein, the said *J. M.* is in no Sort to be answerable for the same, but only the said *J. M.* at the proper Costs of the said *R. E.* shall and will attend in his own proper Person before the Chamberlain of *London* with such respective Indentures of Apprenticeship, at any Time to appear against any such Apprentice or Apprentices. **And** also he the said *J. M.* for the Considerations aforesaid, doth for himself, his Executors and Administrators, and for every of them, covenant, promise and agree, to and with the said *R. E.* his Executors and Administrators, by these Presents, in Manner, &c. that he the said *J. M.* shall not nor will at any Time from henceforth during the Term or Space of ——— Years now next ensuing, either by himself, or for, by or with any other Person or Persons whatsoever in Trust for him, or to or for his Use, Benefit or Advantage, take any House, Shop, or other Place whatsoever within the Cities of *London* and *Westminster*, or in any Place within the Bills of Mortality, wherein or whereby to set up, exercise, or in any Sort or Manner of

(a) Note; The Stock in Trade, Household Goods, &c. were conveyed by a Bill of Sale.

of wife howsoever to use or follow the said Trade, Business or Employment of a Coach-maker or Coach-harness-maker, unless it be by and with the Consent of him the said R. E. his Executors, Administrators and Assigns, (such Consent to be in Writing under his or their Hands); **And also** that it shall and may be lawful to and for him the said R. E. his Executors, Administrators and Assigns, at all Times from henceforth, as well to have and take to and for his and their own Use and Benefit, all the Profit, Proceed, Gain and Advantage that shall or may arise, or be had or made by Virtue or Means of any the Customers now or at any Time hereafter belonging to him the said J. M. or to the Shop of the said Messuage, or to the said Trade thereof; as also all Benefit, Profit and Advantage whatsoever to be had or made by Virtue of the Services of the said several now Apprentices of the said J. M. during the Time of their respective Apprenticeships as aforesaid, without paying, rendering or giving any Account for the same unto the said J. M. his, &c. and that in as full and ample Manner as he the said J. M. could or might have enjoyed the same in Case these Presents had not been made; **And further also**, that he the said J. M. shall and will, at all Times from henceforth during the Space of one Year, to the utmost of his Power, promote and encourage all the now present or late Customers of him the said J. M. to become and be the Customers of him the said R. E. in his said Trade of a Coach-maker and Coach-harness-maker, and also endeavour to procure and obtain, that all and every such Customers of him the said J. M. shall from henceforth remain, continue and be the Customers of him the said R. E. **And further also**, that he the said J. M. during the Space of 30 Years, shall not by himself, or by or with any others, do or cause to be done any wilful Act, Matter or Thing whatsoever, whereby to disoblige, hinder or deprive him the said R. E. of any such Customer or Customers which now do, or which shall or may at any Time hereafter come or belong to the said Shop or Trade, or whereby to obstruct or prejudice him the said R. E. in his said Trade or Business of a Coach-maker and Coach-harness-maker, (except that it shall and may be lawful for the said J. M. at any Time to sue for any Debt due to him from such Customer or Customers): **And for the more effectual establishing and confirming him the said R. E. in the said Trade and Business in the Messuage or Tenement aforesaid, It is hereby mutually declared and agreed** by and between the said Parties to these Presents, for themselves, their Executors and Administrators, that to the Intent the said Trade may be the better carried on for the Benefit and Advantage of him the said R. E. it shall and may be lawful to and for the said R. E. at any Time during the Term aforesaid, to wait upon any such Customer or Customers in the Name of him the said J. M. or as if he were sent by him, or were his Partner, as often as he shall find Occasion so to do; and that he the said J. M. during the said Term of one Year, at the Request of the said R. E. shall and will, when and as often as Occasion shall be or require, go, come or appear in his own proper Person to any such Customer or Customers, which now do, or which shall or may, at any Time hereafter during the same Term of one Year, happen to come to the said Trade; **For which Purpose, and for the better Conveniency of him the said J. M. so to do, It hath been and is hereby further mutually agreed**, that he the said J. M. shall have the full and free Liberty, Use and Benefit of enjoying the Chamber or Fore Garret of the said Messuage or Tenement for himself and his Wife to lodge and dwell in for the Space of — next ensuing the Date hereof, together with the Use of the Kitchen there, without rendering or paying any Rent for the same, together with free Liberty of Ingress, Egress, Regress, Way and Passage for him the said J. M. his Wife, Servants and Friends, at all seasonable Times, to resort thereto during the same Term, without any Let or Hindrance of the said R. E. his Executors, Administrators or Assigns. **And it is further agreed** between the said Parties to these Presents, that the said J. M. shall forthwith assign and set over unto the said R. E. one Instrument or Policy of Insurance relating to the said Messuage or Tenement wherein the said J. M. now or late dwelled, and all Benefit and Advantage which may accrue to the said J. M. thereby.

(a) **In Witness, &c.**

That the Assignee shall have the Profits of the Trade, &c.

That the Assignor shall during one Year promote Customers;

and for 30 Years shall not hinder any.

Agreement that the Assignee may wait on Customers in the Name of the Assignor, and that the Assignor, if required, shall wait on them.

The Assignor to have a Room and the Use of the Kitchen.

Agreement to assign a Policy.

Recital.

L. Of Trusts.

Assignment and Discharge, &c. touching Devises and Trusts in a Will, &c.

THIS Indenture, &c. Between R. B. of &c. (one of the Devises and Legatees named in the last Will and Testament of R. B. late of, &c. deceased) of the one Part, and J. W. of, &c. (only acting Executor of the last Will and Testament of the said R. B. deceased) of the other Part. **Whereas** the said R. B. deceased, by his last Will, &c. (Recital of the Will) **And** the said Testator did thereby appoint the said R. W. T. S. and J. W.

(a) Mr. M. to give a Bond in the Penalty of — for Performance of these Articles.

Executors

Executors of his said Will, and desired them to take the Guardianship of the said *R. B.* Party hereto, and of the Estates thereby devised to him, until he attained his Age of 24 Years, as in and by the said in Part recited Will duly proved by them the said *T. S.* and *J. W.* in the proper Ecclesiastical Court, Relation, &c. **And whereas** the said *R. W.* one of the said Executors, being dead as aforesaid, and the said *T. S.* one other of the said Executors, not having acted in the said Executorship other than in joining with the said *J. W.* in proving of the said Will, he the said *J. W.* hath since alone only acted in the said Executorship, and took upon him the Guardianship of the said *R. B.* Party hereto, and hath paid and applied the Rents and Profits of the Premises so devised, *In Trust* as aforesaid, according to the Trusts in the said recited Will, as by a stated Account thereof made bearing even Date herewith, and allowed and signed by the said *R. B.* Party hereto, Relation, &c. **And whereas** the same *R. B.* hath attained to his full Age of 24 Years, and he the said *J. W.* before the Executing of these Presents, hath delivered to the said *R. B.* Party hereto, the said, &c. so given to him as aforesaid: **And whereas** the said *J. W.* having discharged the Trusts in him reposed by the said Will on the Behalf of the said *R. B.* Party hereto, to be performed, *He* the said *J. W.* at the Request of the same *R. B.* *Hath* agreed to assign and release to him all his Right and Interest of and in the Trust Premises, in such Manner as herein after is mentioned, and he the same *R. B.* *In Consideration* thereof, *Hath* agreed to give such Release and Covenant to indemnify the said *J. W.* in Manner as herein after also is mentioned: **Now this Indenture** Assignment: **witneseth,** That the said *J. W.* in Pursuance of his said Agreement, and for and in Consideration of the Sum of 10 s. of, &c. the Receipt, &c. *He* the said *J. W.* as far as in him lies, or can lawfully do, **Hath,** and by these Presents **Doth** bargain, sell, assign, alien and release unto the said *R. B.* Party hereto, **All** and every the herein before mentioned Messuage or Tenement, and the Rents, Issues and Profits thereof, and all and singular other the Hereditaments and Premises, which in and by the said in Part recited Will were thereby given or devised, *In Trust*, or to or for the Use and Benefit of the said *R. B.* Party hereto, as aforesaid, *And* all the Estate, &c. by Virtue of the said Will, or otherwise howsoever; **To have and to hold** all and singular the herein before mentioned and intended to be hereby assigned and released Messuages or Tenements, Rents and Premises, with their Appurtenances, unto and to the Use of the said *R. B.* Party hereto, his Heirs, Executors and Assigns from henceforth, for and during all such Estate and Estates and Interests, as he the said *J. W.* now hath, or can or may claim therein by Virtue of the said Will or otherwise; **Subject nevertheless** to the Payment of the before mentioned Annuity of 5 l. and Weekly Sum of 5 s. to the said *W. B.* during his Life, and also to such Uses, and that in such Manner as in the said in Part recited Will are mentioned and expressed, and which by Virtue of — now remains in Force, and not performed touching the same Premises: **And, &c. (Covenants, done no Act).** **And this Indenture further witneseth,** That to the Intent the said *J. W.* may be released and discharged from his Trust aforesaid, and in Consideration that the before mentioned — hath been so delivered to him as aforesaid, the Receipt whereof is by him hereby acknowledged, and he thereof doth acquit, &c. and also in Consideration of the Assignment so hereby made to him as aforesaid, and also in Performance of his before mentioned Agreement, *He* the said *R. B.* Party hereto, **Hath,** and by these Presents for himself, his Heirs, Executors and Ad- Release. ministrators, **Doth** absolutely remise, release, discharge and for ever quit-claim unto the said *J. W.* his Heirs, Executors and Administrators, all and every Sum and Sums of Money, Actions and Suits, Claims and Demands whatsoever, both in Law and Equity, which he the same *R. B.* by Virtue of the said Will, now hath, or can or may have, claim, challenge or demand against the said *J. W.* for, upon Account, or by Reason or Means of his acting in or of any Breach or Non-performance made by him of any of the Trusts thereby in him so reposed as aforesaid, and which were by him the said *J. W.* thereby to be paid, done and performed to the said *R. B.* Party hereto, or for, by Reason or on Account of any other Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date of these Presents: **And** the said *R. B.* Party hereto, for himself, his Heirs, Executors and Administrators, and A Covenant to indemnify, &c. for every of them, doth covenant with the said *J. W.* his Heirs, Executors and Administrators, by these Presents, that he the same *R. B.* Party hereto, his Heirs, Executors and Administrators, shall and will at all Times hereafter save, keep harmless and indemnified the said *J. W.* his Heirs, Executors and Administrators, and his, their and every of their Lands, Tenements, Goods and Chattels, of and from all Costs, Charges and Damages, which shall or may at any Time hereafter arise, happen, come or fall upon him, them, or any of them, or which he, they, or any of them shall or may pay, sustain, suffer or be put unto, for, by Reason or on Account of the Trust so reposed in him as aforesaid, or the Assignment and Release by him hereby made, or any Thing herein contained, other than and except — or any Breach of his Covenant herein contained. (*Covenant, done no Act to incumber the said Premises*). **In Witness, &c.**

An Assignment of the Moiety of two Trust Terms, in order to sever the Jointenancy of the Trustees.

THIS Indenture, &c. Between the Right Honourable Sir J. T. Knt. Master of the Rolls, and one of her Majesty's most Honourable Privy Council, of the one Part, and J. T. Esq; Son of the said Sir J. T. and E. L. of the Rolls in the County of Middlesex, Gent. of the other Part. **Whereas** by Virtue of one Indenture of seven Parts, bearing Date, &c. All that, &c. are vested in the Right Honourable T. Lord Viscount W. and the said Sir J. T. for the Residue and Remainder of a certain Term of 500 Years in the same Indenture mentioned, and which commenced from the making of a certain Indenture of Mortgage of the same Premises bearing Date the, &c. In Trust nevertheless for the Honourable H. L. J. an Infant therein named: **And whereas** also, by Virtue of the same Indenture of seven Parts, All that, &c. are vested in the said T. Lord Viscount W. and Sir J. T. for the Term of 1500 Years, commencing from the Day next before the Day of the Date of the same Indenture of seven Parts; In Trust also for the said H. L. J. Both which said Terms of 500 Years and 1500 Years are vested in the said Trustees, as and for a Security for the Principal Sum of 10700*l*. (being the proper Monies of the said H. L. J.) and all Interest due or which shall grow due for the same, as by the said Indenture of seven Parts, Relation, &c. **Now this Indenture witnesseth**, that to the Intent to sever the Jointenancy of and in the said several Terms of 500 Years and 1500 Years, so vested in the said T. Lord Viscount W. and Sir J. T. as aforesaid, and to prevent any Right of Survivorship taking Place as to the same, and for and in Consideration of the Sum of 5*s*. of lawful British Money to the said Sir J. T. in Hand paid by the said J. T. and E. L. at, &c. the Receipt, &c. **He** the said Sir J. T. hath assigned, transferred and set over, and by, &c. Doth, &c. unto the said J. T. and E. L. One full undivided Moiety or Half-Part (the Whole into two equal Parts to be divided) of all and every the said several and respective Manors, &c. and all and singular other the Premises so vested in the said T. Lord Viscount W. and Sir J. T. for the Residue and Remainder of the said several and respective Terms of 500 Years and 1500 Years as aforesaid, and every Part and Parcel of them, and of every of them, with their and every of their Rights, Members and Appurtenances, and the Reversion, &c. and all the Estate, &c. of him the said Sir J. T. in, to or out of the same Premises, or any and every Part or Parcel thereof; **To have and to hold** the said undivided Moiety or Half-Part (the Whole into two equal Parts to be divided) of all and every the said several and respective Manors, &c. and all and singular other the Premises herein before mentioned and intended to be hereby assigned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said J. T. and E. L. their Executors, Administrators and Assigns from henceforth, for and during the Rest, Residue and Remainder of the said several and respective Terms of 500 Years and 1500 Years therein respectively yet to come and unexpired; **In Trust nevertheless** for, and to and for the only Use and Benefit of the said H. L. J. her Executors, Administrators and Assigns. **In Witness**, &c.

LI. Of (a) Wages.

An Assignment of Sailor's Wages due for his Service on Board a Merchant Ship and Ship of War, for Payment of a Debt.

TO all, &c. H. S. of, &c. sends Greeting. **Know ye**, that for and towards Payment of the Debt or Sum of Money which the said H. S. oweth and is indebted to T. S. of, &c. at the Sealing hereof, **He** the said H. S. hath assigned and set over, and by, &c. Doth, &c. unto the said T. S. All such Sum and Sums of Money as now are due and payable to him for his Wages, for his Service on Board the Ship G. O. C. Master, and his Majesty's Ship the C. and all his Right, Title, Claim and Demand, of, in and to the same; **To have**, hold and receive the same unto the said T. S. his, &c. to his and their own Use and Uses, for and towards Payment of the said Debt as aforesaid: **And** for the better Recovery and Receiving the same, the said H. S. doth hereby make, &c. the said T. S. his, &c. his true and lawful Attorney irrevocable to demand, sue for, recover and receive as well of and from the Owners

(a) See Assignment of Salaries and Sailors Tickets, *antea*.

of the said Ship G. as of and from the Right Honourable the Treasurer of his Majesty's Navy, and all others whom it may concern, all the said Wages so due and payable to him for his Service in the said Ships respectively herein before assigned, and upon Recovery, &c. and to do, &c. and doth thereby ratify, &c. And the said H. S. &c. (Covenants, has not released, and to do any further Act). In Witness, &c.

(b) Attornments.

For one Tenant, attested by Witnesses.

By (c) Indorsement.

Memozandum, That after the Sealing and Delivering of the within written Deed (or Grant, &c.) the within named A. B. being Tenant for Term of Life, (&c.) (or being present Tenant, &c. as the Case requires) of the Lands, Tenements and Hereditaments, &c. within mentioned, having heard the said Deed read, and having taken particular Notice and Knowledge of the Contents thereof, (or understanding the Effect of the within written Deed (Grant) thereof made unto the within named C. D.) Did on the — Day of — in the Year — assent and agree to the same Deed (Grant, &c.) in every Respect as the same is within written; and Did therefore attorn Tenant to the within named C. D. (or to him the said C. D. if mentioned before) upon the said Deed (Grant) and in Testimony thereof did give 6d. of lawful British Money unto him the said C. D. in the Name of Attornment, in the Presence of us whose Names are hereunto subscribed.

A. B.
C. D.
E. F. &c.

Or say thus:

— Did the, &c. in the Year, &c. attorn Tenant unto the within named C. D. upon the said Grant, according to the Form and Effect thereof, by the Payment of 6d. of lawful, &c. in the Name of Attornment, in the Presence, &c.

An Attornment subscribed by several Tenants, and attested.

WE whose Names are hereunder subscribed, being the present Tenants, (&c.) of, &c. understanding, &c. Do assent, &c. and Do therefore attorn, &c. and in Testimony of such Attornment, each and every of us Did give, &c. and also have hereunto subscribed our Names the — Day of, &c.

Witness,
Y. Z.
X. Y.

A. B.
C. D.
E. F.

Another.

Memozandum, That the Persons whose Names are under written, Did the — Day of — attorn and become Tenants unto the above named A. B. according to the Purport of the Lease within mentioned, having Notice of the said Grant; And for Proof thereof every one of them Did give unto the said A. B. 1d. in the Name of Attornment.

Witnesses hereto,
G. H.
T. R.
N. O.

A. B.
C. D.
E. F.
Tenants Names.

(b) See Tit. Libery of Heiſſin.

(c) An Attornment must be indorsed on the Deed, or else declared in a separate Deed. But Attornments are not so much in Use as in former Times. See the First Part, p. 677. for the Law relating to this Title.

An Attornment of several Tenants, and only attested by Witnesses.

Memorandum, That *A. B. C. D. E. F. &c.* the Tenants and Farmers of the within mentioned Premises, by Virtue of several Leases made unto them by the within named *J. F.* having all of them had perfect Notice of the within written Grant, **Do** severally attorn and become Tenants of and for their several and respective Interest in the Premises, to the within named *B. A.* this present — Day of, *&c.* and the said Tenants have every of them given unto the said *B. A.* 1 *d.* in the Name of Attornment. **In the Presence** of, *&c.*

For an Attornment and Livery together in one Memorandum, see Tit. Livery of Seisin.

An Attornment declared by Deed Poll.

T*O* all, &c. I *A. B.* of, *&c.* send Greeting. **Whereas** I the said *A. B.* Have and Hold for the Term of, *&c.* one Tenement, *&c.* of *C. D.* and being at present satisfied that *C. D.* hath by his Deed bearing Date, *&c.* granted, *&c.* unto *E. F.* of, *&c.* the, *&c.* as by, *&c.* **Now know ye,** that I the said *A. B.* Tenant of the said Tenement, of my free Will have attorned Tenant unto the said *E. F.* by Payment unto him of 1 *d.* in the Name thereof, **And do** by these Presents consent to such Grant, and, as much as in me lies, ratify and confirm the same. **In Witness,** &c.

Another by Indenture.

T*HIS* Indenture, &c. **Between** *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part. **Whereas** the said *A. B.* is Tenant, *&c.* of, *&c.* by Virtue of, *&c.* **And whereas** the said *J. F.* by his Deed indented, *&c.* hath granted unto the said, *&c.* to the said *C. D.* As in and by, *&c.* **Now this Indenture witnesseth,** that the said *A. B.* for divers good Causes, *&c.* hath consented, agreed, attorned and become Tenant, and by, *&c.* **Doth** consent, agree and become Tenant to the said *C. D.* and to the said Grant to him made of the said, *&c.* **And** in the Name of Attornment and Seisin of the Rent reserved upon the said Lease thereof, hath at and before the Sealing of these Presents paid to the said *C. D.* one Half Year's Rent due at, *&c.* which the said *C. D.* hath accepted of and from the said *C. D.* as from his Tenant, in the Name of Seisin thereof, and Attornment of the said Grant to him thereof made as aforesaid. **In Witness,** &c.

An Order for a Tenant to attorn and pay his Rent to a Purchaser.

To *W. W.* at *F.* House in the Parish of *C.* in the County of *O.*

I*N*asmuch as we *E. N.* Widow, *T. C.* Watchmaker, and *E.* my Wife, *A. M. G.* Widow, and *W. S.* Surgeon, and *M.* my Wife, Have by divers good and sufficient Conveyances in the Law, for divers good and valuable Considerations, well and truly satisfied to us by the Right Honourable *S.* Lord Viscount *H.* sold and conveyed unto and to the Use of the said Lord Viscount *H.* and his Heirs for ever, the Messuage, Farm and Lands, called *F. House* Farm lately rented by you of us, or some or one us, and the Reversion and Reversions thereof, and all the yearly Rent or other Rents, issuing out of or payable for the same: **We do therefore hereby direct** and require you to attorn Tenant for the said Farm to the said Lord Viscount *H.* and his Heirs, the Half-Year's Rent which shall be due from you for the said Farm at *Michaelmas-Day* next. **In Witness** whereof we have hereto set our Hands this — Day of, *&c.*

*A Direction for Tenants to attorn as a Collateral Security upon a Mortgage.**By Indorsement.*

— **And** for the better and more effectual securing Payment of the said Sum of — together with Interest and Charges as aforesaid, unto the said *B.* his Executors, *&c.* in Manner as aforesaid, and according to the true Intent and Meaning of these Presents; **He** the said *A.* **Doth**

Doth hereby direct **All** and every the present Tenants of the within and above demised Premises, to attorn and become Tenants to the said C. during the Life of him the said A. and from henceforth during his Life (after deducting thereout the Land-Tax payable for the said Premises) to pay to the said C. his Executors or Assigns, as well the said Arrears of Rent, as also all the Residue of their respective yearly Rents from henceforth to become due and payable; **Nevertheless** upon the several Trusts and Purposes aforesaid, for and during and until such Time only as the said Sum of — Interest and Charges shall be fully paid and satisfied, to the said B. his Executors and Assigns, in Manner as aforesaid; **And** that the Receipts of him the said C. or of the said B. their respective Executors, Administrators and Assigns, for all and every the said Rents, shall be as good and sufficient Discharges to all and every the said Tenants for their respective Rents, as if the same had been actually given and signed by him the said A. **In Witness** whereof the said A. B. and C. have hereunto set their Hands and Seals this — Day of, &c.

Attornment thereon.

WE the several Persons whose Names are hereunder (Tenants of the above demised and assigned Premises) by Virtue of and in Pursuance of the Direction in the above written Indorsement mentioned, **Do** hereby attorn Tenants to the above named C. **And** we do hereby severally agree with him to pay our respective Rents according to the said Direction; **And** in Part of Payment thereof, we now severally give unto the said C. the Sum of 6d. a-piece as Part of our respective Rents, and in the Name of such Attornment; **As Witness** our Hands this — Day of, &c.

An Attornment by a Tenant to the Agent of a Person, pursuant to an Order for that Purpose.

WHEREAS A. by Writing under his Hand, bearing Date, &c. *Hath* desired and empowered me to attorn Tenant for the Lands I hold of him in H. unto C. by the Acceptance of her Agent D. and to pay her the Rent to grow due for the same; a Copy of which Order is indorsed on the Backside of these Presents, and which I have attested to be a true Copy: **Now** I the said B. in Pursuance thereof, **Do** this — Day of, &c. attorn and become Tenant to the said C. for the Lands at H. which I hold of the said A. as aforesaid, by the Acceptance of the said D. **And** in Token of such my Attornment, I have paid unto the said D. for the Use of the said C. 12d. in Part of the Rent which will become due for the said Premises at *Michaelmas* next; **And**, in Pursuance of the Direction aforesaid, agree that I will pay the growing Rent of the said Premises to the said C. or to her Order or Use. **Witness** my Hand, &c.

An Attornment of Tenants to a Mortgagee, by the Direction of the Mortgagor.

TO all, &c. P. G. of — Esq; (Mortgagor) R. N. Yeoman, W. A. J. P. and J. H. Yeomen (Tenants) send Greeting. **Whereas** the said R. N. holds of, and rents of the said P. G. a certain Farm called W. Farm, and the said W. A. rents Part of T. Farm, and J. P. other Part thereof, and the said J. H. rents a Farm called P. **And whereas** the said Farms are in Mortgage to R. R. of — Esq; and his Trustees for — l. Principal Money, on which Mortgage there is a great Arrear of Interest: **And whereas** the said P. G. is willing and desirous that the said R. R. should have the Possession of the said Premises, and receive the Rents thereof; and to that End hath agreed, that the said respective Tenants shall attorn and become Tenants to the said R. R. and from henceforth pay their respective Rents to him the said R. R. and his Assigns: **Now know ye**, that the said R. N. W. A. J. P. and J. H. by the Direction of the said P. G. testified by his being Party to, and Signing and Sealing this present Writing, **Have** attorned and become Tenants, and by these Presents **Do** attorn and become Tenants to the said R. R. and in Testimony of this Attornment have and each of them hath paid to the said R. R. 6d. **And** the said R. N. W. A. J. P. and J. H. for themselves severally, and each apart for himself and not jointly, and for their several and not joint Heirs, Acts, Executors and Administrators, do hereby covenant and agree to and with the said R. R. that they will from henceforth respectively pay their respective Rents due and payable for their respective Farms, to the said R. R. or his Assigns, and shall not, nor will deliver Possession of the said Farms to any other Person, unless thereunto compelled

pelled by Law or Equity. In Witness whereof the said R. N. W. A. J. P. and J. H. have, &c.

Awards.

By two Arbitrators.

TO all to whom these Presents shall come, we J. F. of — and R. C. of — send Greeting: **Whereas** divers Suits, Variances, Controversies, Strifes and Debates, have been and yet are depending between R. D. of — and M. C. of — for the appealing, pacifying, ordering and determining whereof the said R. D. and M. C. have submitted themselves, and are become bound each to the other by their several Obligations, dated the — in the Sum of — with Conditions thereunder written, to stand to, obey, abide, observe, perform, fulfil and keep the Award, Order, final End, Arbitrament, Determination and Judgment of us the said J. F. and R. C. Arbitrators indifferently elected and chosen, as well on the Part and Behalf of the said R. D. as on the Part and Behalf of the said M. C. to award, order, arbitrate, determine and judge of and concerning all and all Manner of Actions, Suits, Judgments, Executions, Accounts, Reckonings, Trespasses, Controversies and Demands whatsoever, had, made, moved, stirred and depending between the said R. D. and M. C. from the Beginning of the World, until the Day of the Date of these Presents; so always as the said Award, Arbitrament, Determination and Judgment of us the said J. F. and R. C. for and concerning the Premises, be made and put in Writing under our Hands and Seals, on or before the — as by the said Obligations and Conditions doth more fully appear: **Now know ye**, that we the said J. F. and R. C. Arbitrators as aforesaid, taking upon us the Charge of the said Award and Arbitrament, and having deliberately and at large heard, examined and considered the Allegations, Witnesses and Evidences of both the said Parties concerning the Premises, and being minded to settle Unity and Friendship between them concerning the same, **Do** thereupon make and put into Writing this our Award, Arbitration and Judgment between the said Parties, for and concerning the Premises, in Manner and Form following; to wit, **First** we do award, arbitrate and determine by these Presents, that the said R. D. his Executors, Administrators or Assigns, shall and will well and truly pay, &c. — **And** we the said Arbitrators do also award, &c. that he the said R. D. shall also on the — sign and seal, and as his Act and Deed, deliver unto the said M. C. or to her Use, a general Release in Writing, of all Manner of Actions, Suits, Causes of Action, Bonds, Bills, Covenants, Controversies and Demands whatsoever from the Beginning of the World, unto the Day of the Date of the Obligations aforesaid: **And further** we do award, arbitrate and determine, that the said M. C. shall well and truly pay, &c. **And** also sign, seal, &c. — a Release, &c. — **In Witness**, &c.

Another.

TO all, &c. to whom this present Writing of Award indented shall come, A. B. C. D. and E. F. of, &c. send Greeting. **Whereas** divers Suits, &c. between T. W. and J. S. of, &c. for pacifying, &c. whereof he the said T. W. and J. S. have bound themselves either to the other, in, &c. several Obligations, &c. with Conditions thereunder written to stand to, &c. of the said A. B. C. D. and E. F. Arbitrators indifferently elected and chosen, as well on the Part and Behalf of the said J. S. as of the said T. W. to award, &c. all Manner of Actions, &c. depending, &c. between the said J. S. and the said T. W. so that the said Award were made, &c. on or before, &c. at or in, &c. as by the said Obligations and Conditions, amongst other Things, doth and may appear: **Now know ye**, that the said A. B. C. D. and E. F. taking upon them, &c. and having deliberately, &c. do by these Presents arbitrate, &c. of and concerning the Premises, in Manner, &c. **First** they do award, &c. by, &c. that the said J. S. his, &c. or some of them, shall well and truly pay or cause, &c. unto the said T. W. or his certain Attorney, Executors, Administrators, or some of them, on, &c. at, &c. 200*l.* of, &c. and on, &c. other 200*l.* of, &c. in full Satisfaction of 400*l.* for Payment whereof the said J. S. stood bound to the said T. W. in and by, &c. as thereby may appear; **Also** the said Arbitrators do award, &c. that the said J. S. his Executors and Administrators, or some of them, at their or some of their Costs and Charges, shall before the, &c. cause and procure that all Suits, Bills and Informations heretofore commenced against the said

To pay
Money.

Actions to
cease.

said *T. W.* in any Court or Courts whatsoever, either by or in the Name of the said *J. S.* or by or in the Name of *H. S.* his Son, or by or in the Name of our Sovereign Lord the King, that now is, and of every or any of them, or by or in the Name of any other Person or Persons, by the Consent, Means and Procurement of them, or any of them, shall thenceforth cease and be no further proceeded in by them, or any of them, or by the Means, Consent or Procurement of them, or any of them, and before the, &c. be utterly discontinued and made void; **And** the said Arbitrators do further award, &c. by, &c. that for the true Payment of the said Sum of 400*l.* the said *J. S.* and *G. S.* within two Days next after Tender or Delivery of the one Part, of this present Award to the said *J. S.* shall well and sufficiently make, seal and deliver as their Deeds to the said *T. W.* in, &c. one Obligation or Writing obligatory, wherein and whereby the said *J. S.* and *G. S.* shall acknowledge themselves, or either of them, to be jointly and severally bounden to the said *T. W.* in the Sum of, &c. with Condition thereupon, in due Form of Law indorfed or underwritten, for the sure Payment of the said Sum of, &c. the said Arbitrators do further award, &c. that the said *J. S.* his Executors or Administrators, or some of them, shall and will before, &c. at his and their own proper Costs and Charges, cause and procure to be cancelled and made void, one Recognisance of 200*l.* bearing Date the, &c. acknowledged and inrolled in the King's Majesty's High Court of Chancery, wherein and whereby the said *T. W.* stands bounden to the said *J. S.* in the said Sum, with Condition thereunto annexed, that if the said *T. W.* his Heirs, Executors and Administrators, and every of them, should well and truly observe, perform, fulfil and keep all and singular the Covenants, Grants, Articles and Agreements, which on his or their Parts are to be observed, &c. contained and specified in one Indenture, bearing Date the, &c. had and made between the said *T. W.* of the one Part, and the said *J. S.* of the other Part, concerning the Marriage of *M. M.* Son and Heir apparent of the said *T. W.* and *A. S.* Daughter of the said *J. S.* according to the true Intent, Purport and Effect of the said Indenture; that then the said Recognisance to be void and of no Effect, or else to stand, &c. as by the said Recognisance and Indenture, Relation, &c. **And also** that the said *J. S.* his, &c. or some of them, shall and will before the Feast of, &c. deliver or cause to be delivered up unto the said *T. W.* the said Indenture of Covenant, his Executors or Administrators, or any of them, in the said now Dwelling-House of the said *T. W.* the said Indenture of Covenant concerning the aforesaid Marriage cancelled or to be cancelled; **In Consideration** whereof it is further ordained, &c. by the said Arbitrators, that he the said *T. W.* do and shall within two Days next after, &c. at, &c. make, &c. to the said *J. S.* **In Witness** whereof the said Arbitrators to both Parts of this present Award indented have set their Hands, &c.

That a Bond shall be given for Payment of the Money.

That a Recognisance in Chancery shall be cancelled.

To cancel Marriage Articles.

An Award pursuant to a Clause in Articles of Agreement for Repairing a House, whereby all Differences were agreed to be determined by Arbitration.

To all, &c. *We B. T.* of, &c. Carpenter, and *M. R.* of, &c. Carpenter, send Greeting. **Whereas** by certain Articles of Agreement, bearing Date, &c. and made between *A. Y.* Widow, *W. B.* Esq; and *T. B.* Soapmaker, of the one Part, and *J. L.* Carpenter, of the other Part, *He* the said *J. L.* in Consideration of 120*l.* to be paid to him as therein after mentioned, *Did* covenant with the said *A. Y. W. B.* and *T. B.* that he the said *J. L.* at his Charge, would on or before, &c. in a compleat and Workmanlike Manner, and with good substantial Materials of all Sorts, make the several Alterations, Reparations and Amendments to a Messuage, situate, &c. in such Manner as therein is particularly mentioned and set forth; **In Consideration** whereof they the said *A. Y. W. B.* and *T. B.* did thereby covenant with the said *J. L.* that they the said *A. Y. W. B.* and *T. B.* should and would pay by equal Proportions unto the said *J. L.* the said Sum of 120*l.* in Manner as follows, *viz.* the Sum of 50*l.* Part thereof, on the, &c. then next, and the Sum of 70*l.* Residue thereof, within 14 Days next after the said Messuage should be compleatly repaired and amended in Manner as therein before mentioned, and that it should be lawful for the said *J. L.* to have the old Materials as should not be used in Repairing the Premises to his own Use; **And** it was thereby mutually agreed between the said Parties, that if any Dispute should arise between them relating to the Performance of the said Articles, that then the same should be forthwith left to the Determination of two indifferent Persons as Arbitrators; the one to be named by the said *A. Y. W. B.* and *T. B.* and the other by the said *J. L.* or to an Umpire to be chosen by the said Arbitrators in case of their Disagreement, and what Award or Umpirage should be made in Writing under their Hands and Seals should be final; *Provided* the same be so made within 14 Days next after the said Persons should be so named and chosen, *As* by, &c. **And whereas** the said *J. L.* hath at his Charge made such Alterations, Reparations and Amendments

Recital of Articles of Agreement for Repairing a House.

with Covenant, that if any Disputes should arise, they should be referred to Arbitrators.

Repairs done.

Money received in Part.
Money remaining.
Disputes about the Repairs.
Award.

Amendments of the said Messuage, pursuant to his Covenant contained in the said Articles for that Purpose with the said *A. T. W. B.* and *T. B.* and he the said *J. L.* hath received of the said *A. T.* the Sum of 50*l.* being the first Payment in the said Articles, and also the further Sum of 15*l.* (making together the Sum of 65*l.*) which exceeds the said *A. T.*'s third Part and Proportion of the Sum of 120*l.* mentioned in the said Articles, by the Sum of 25*l.* and there now remains to be paid to the said *J. L.* by the said *W. B.* and *T. B.* according to the said Articles, the further Sum of 55*l.* And whereas some Disputes having since arose touching his the said *J. L.*'s making such Reparations as aforesaid, the same were on the, &c. referred to us the said *B. T.* and *M. R.* as Arbitrators indifferently named and chosen by and between the said Parties respectively, to make our final Determination therein: Now know ye, that we the said Arbitrators having carefully inspected and viewed the several Alterations, Reparations and Amendments done in and to the said Messuage or Tenement by the said *J. L.* Have thought fit, and we Do hereby award that the Sum of 5*l.* shall be deducted out of the said Sum of 55*l.* so remaining to be paid to the said *J. L.* as aforesaid, and that the said 5*l.* shall be forthwith laid out in further Repairs of the said Messuage; And we the said Arbitrators Do hereby agree and declare, award, adjudge and determine, that there is now justly due and ought to be paid unto the said *J. L.* (exclusive of the said Sum of 65*l.* so paid to him, and of the said Sum of 5*l.* hereby agreed by us the said Arbitrators to be so deducted as aforesaid) the full Sum of 50*l.* of, &c. Which said Sum of 50*l.* we do hereby order and award shall be paid by them the said *W. B.* and *T. B.* unto the said *J. L.* at, &c. on, &c. next, between the Hours of 10 and 11 o'clock in the Forenoon of the same Day; And we do hereby further Award that the Sum of 4*l.* 5*s.* 6*d.* being the Expences and Charges incident to this Arbitration, shall be paid by them the said *A. T. W. B. T. B.* and *J. L.* in equal Shares. In Witness whereof we the said *B. T.* and *M. R.* the said Arbitrators, have to this our Award set our Hands and Seals this, &c.

An Award to end Differences brought into Chancery and submitted to Arbitration by Agreement, which Agreement on Motion was made an Order of Court.

Cordage found for a Ship.
Differences between him and the Part-owners.
Bill in Chancery.
Answer.
Interrogatories.
Submission to Arbitration.
Order in Chancery, setting forth Agreement of Reference.

Subsequent Agreement for further Time,

whereby said Agreements were made an Order of Court.

Tall, &c. we *J. H.* and *J. M.* of London, Merchants, send Greeting: Whereas *G. W.* of, &c. Did provide Cordage for the Use of the Ship called the *B. Gally*: And whereas Differences and Disputes having afterwards arisen betwixt the said *G. W.* and *J. W.* of, &c. Esq; *R. B.* of, &c. Shipwright, and *T. H.* of, &c. Merchant, Part-owners of the said Ship, concerning the paying the said *G. W.* for the said Cordage, and concerning the Proportions each of them the said *J. W. R. B.* and *T. H.* should contribute towards the same: And whereas the said *G. W.* exhibited his Bill of Complaint in the High and Honourable Court of Chancery, against the said *J. W. R. B.* and *T. H.* for the Recovery of the Money due to the said *G. W.* for the said Cordage, and after Answer put in by the said Defendant to the said Bill, and divers Witnesses examined in the said Cause, the said Parties, Plaintiff and Defendant, did submit the Premises to the Arbitration, final End and Determination of *W. P. W.* Esq; and of the said *J. H.* and *J. M.* And whereas afterwards by an Order made in the said Court of Chancery by the Right Honourable Sir *J. T.* Knt. Master of the Rolls, bearing Date, &c. thereby mentioning or setting forth (among other Things) that upon Motion made the said — Day of, &c. unto the said Court by Mr. *T.* of Counsel for the said *G. W.* and upon producing of an Agreement signed by the said Parties Plaintiff and Defendants, and their respective Clerks in Court and Solicitors, dated the, &c. whereby it was agreed, that all the Matters in Difference between or among the said Parties, or any of them, mentioned or set forth in the Bills exhibited in the said Cause and a Cross Cause, wherein the said *T. H.* was Plaintiff, and the said *J. W. R. B.* and *G. W.* were Defendants, or either of said Causes were left and referred to the Arbitration, final End and Determination of the said *W. P. W. J. H.* and *J. M.* or any two of them, so as the said Arbitrators, or any two of them, should make their Award in Writing under their Hands and Seals, ready to be delivered to the said Parties in Difference, or such of them as should desire the same, before the, &c. and that upon producing of a subsequent Agreement, signed by the Parties aforesaid, dated the, &c. whereby it was agreed, that the Time limited by the aforesaid Agreement for the aforesaid Referees, or any two of them, to make their Award pursuant to the aforesaid Agreement, be enlarged unto the first Day of the next Term, and that any Award to be made by the said Referees, or any two of them, in the Manner before mentioned, was to be as good and effectual as if made on or before the third Instant; it was prayed that the said Agreement might be made an Order of the said Court, which his Honour was pleased to order accordingly, as by the said Order, duly entered in the said Court, may more fully appear: And whereas we the said *J. H.* and *J. M.* two of the said Arbitrators, in Pur-

suance

fuance of the said Submission and Order, have taken upon us the Charge of the said Arbitra- Consideration
 ment, and have deliberately heard, examined and considered all Matters in Difference between of the Arbi-
 or amongst the said Parties, and their Allegations, Answers and Proofs in that Behalf alledged, trators as to
 made and produced: **Now therefore** we the said *J. H.* and *J. M.* by this present Writing the Premises.
 under our Hands and Seals, **Do** make, deliver and give up our final Award, Arbitrament, Award.
 Ordinance and Judgment, concerning the Premises to us submitted as aforesaid, in Manner
 and Form following; that is to say, First we do by these Presents award, arbitrate and or-
 dain, that all the said Suits between the said Parties (other than upon the said Order or Orders
 of Reference, and for the compelling the Performance of the Award hereby made) shall from
 henceforth utterly cease and determine; **And** in Regard that we find that there is due to the
 said Plaintiff *G. W.* for the said Cordage, provided by him for the said Ship, the Sum of
 216*l.* and that he the said *G. W.* in suing for and in Defence of the same, has expended up-
 wards of the Sum of 70*l.* both which said Sums amount in the whole to the Sum of 286*l.*
We do by these Presents award, arbitrate and ordain, that the said *J. W.* his Executors and
 Administrators, shall well and truly pay, or cause to be paid unto the said *G. W.* his Execu-
 tors, Administrators or Assigns, the Sum of, *£c.* (being 13 16th Parts of the said Sum of,
£c.) in Manner, *£c.* and that upon full Payment of the said Sum of, *£c.* in Manner as
 aforesaid, we do hereby award, arbitrate and ordain, that the said *G. W.* and *J. W.* do respec-
 tively seal, execute and deliver to each other mutual General Releases of all Actions, Cause
 and Causes of Action and Actions, Suits, Quarrels, Accounts, Demands whatsoever, any
 ways relating or concerning the Premises to us submitted as aforesaid, from the Beginning of
 the World until the said, *£c.* being the Time of the Submission; **And** we do hereby further
 award, arbitrate and ordain, that the said *R. B.* his Executors and Administrators, shall well
 and truly pay, or cause to be paid unto the said *G. W.* his Executors, Administrators or Assigns,
 the Sum of, *£c.* (being, *£c.*) upon the, *£c.* and that upon full Payment of the said Sum
 of, *£c.* at the Time aforesaid, **We** do hereby award, arbitrate and ordain, that the said
G. W. and *R. B.* do respectively seal, *£c.* mutual General Releases of all Actions, *£c.* **And**
 also we do hereby further award, arbitrate and ordain, that the said *T. H.* &c. (as before).
In Witness, &c.

An Award made by Order of Chancery to be confirmed by a Decree.

T**O** all, &c. *A. B.* of, *£c.* and *C. D.* of, *£c.* send Greeting. **Whereas** by an Order Order;
 of the High Court of Chancery, bearing Date, *£c.* between *E. F.* *£c.* Plaintiff, and
G. H. *£c.* Defendant, also between the said *G. H.* Plaintiff, against the said *E. F.* Defendant,
 It was ordered by and with the Consent of all the said Parties, that all the Matters and Diffe-
 rences contained and mentioned in the said several Suits, as they then stood in Court, should
 stand referred to us the said *A. B.* and *C. D.* and what Order or Award we should make
 therein, should be final and concluding to all Parties, so as the said Award were published
 under our Hands and Seals before the, *£c.* as by the said Order, Relation, *£c.* (amongst
 other Things) it doth, *£c.* **Know ye**, that we the said *A. B.* and *C. D.* having divers
 Times heard the Parties to the said several Suits, and examined the several and respective Alle-
 gations and Pretences therein contained, to the Intent, and that final End and Conclusion may
 be of the said several Suits and Controversies, to every Matter and Thing in Difference relating
 thereunto between the said Parties, do hereby make and publish our Award touching and con-
 cerning all and singular the Matters to us referred as aforesaid, in Manner and Form following;
 that is to say, **Whereas** the said *E. F.* did, *£c.* First we do order and award, that all and To execute
 every the Plaintiffs and Defendants in the said several Suits to us referred, shall seal and execute Releases.
 to each other Releases touching all and every the Matters and Things contained or mentioned
 in the said several Suits, as by any of the said Parties to the said Suits shall at any Time within
 a Year next ensuing be reasonably required; **And secondly**, to be at the only Costs and
 Charges of such of the said Parties, in whose Behalf the same shall be required, so the said
 Releases do not extend to bar or discharge any Matter or Thing hereby awarded to be done or
 performed; **Thirdly we do award**, that all and every the Suits between the said Parties to Causes to
 us referred, shall cease, and that no other or further Proceedings, Prosecutions in Law or cease, and Bills
 Equity, be at any Time hereafter had, commenced or prosecuted by them, or any of them, be dismissed
 their Heirs, Executors or Assigns, for or concerning any the Matters or Things in the said without Costs.
 several Suits contained, and that the Bills now depending against each other, shall be dismissed
 without Costs of either Side. **In Witness, &c.**

Upon a Rule of Reference made at the Trial of a Cause.

Whereas at a Sitting of *Nisi Prius* held at *Westminster-Hall* for the County of *Middlesex*, before the Right Honourable Sir *R. E. Knt.* Lord Chief Justice of his Majesty's Court of Common Pleas at *Westminster*, the — Day of — last, a Cause came on then to be tried, wherein *R. F.* was Plaintiff, and *W. T.* of — Defendant, and on such Trial by Consent of both Parties, their Counsel and Attornies, an Order or Rule was then made, that the said Cause, and also one other Cause depending between the same Parties in the Court of Common Pleas, should be referred to *T. B. B. J.* and *N. C.* the three Foremen of the Jury impanelled and sworn to try the said Cause, or any two of them, to hear and determine all the said Differences, so as the said *T. B. B. J.* and *N. C.* or any two of them, should make and publish their Award in Writing, on or before the — Day of — next: **Now** we the said *T. B. B. J.* and *N. C.* in Pursuance of the said Order or Rule of Reference having heard both the said Parties, their Allegations and Answers, touching the Matters in Difference between them, and having thoroughly considered of the same, **Do award**, order and adjudge of and upon the Premises, in Manner and Form following. **Imprimis**, we do award and order, that the said *R. F.* shall consent that the Sum of — paid him into the said Court of Common Pleas, be received out of the said Court by him the said *W. T.* to the proper Use of him the said *W. T.* **Item**, we do award and order, that the said *R. F.* shall well and truly pay, or cause to be paid unto the said *W. T.* the Sum of — on the — Day of — next, at the House of *T. R.* situate in — commonly called — between the Hours of — and — of the Clock of the same Day: **Item**, we do award and order, that the said *W. P.* shall upon the Receipt of the said — out of the said Court of *C. P.* and on Payment of the said Sum of — execute unto the said *R. F.* a * General Release of the Matters to us referred, and that the said *R. F.* shall at the same Time execute unto the said *W. T.* the like Release. **In Witness, &c.**

* See the
Form under
Tit. Release.

An Award by an Umpire who was nominated in the Bond of Arbitration.

T**O** all, &c. I *J. K.* of — send Greeting: **Whereas** divers Suits, &c. (as in the first Precedent to) Determination and Judgment of *J. F.* and *R. R.* Arbitrators, &c. (as in the same to) under our Hands and Seals, on or before — and if the said Arbitrators should not make their said Award in Writing aforesaid, on or before the said — then the said Parties are to stand to, obey, abide, observe, perform and keep the Award, Umpirage, final End and Judgment of me the said *J. K.* Umpire, indifferently chosen between the said Parties for ending the Differences aforesaid, so as my said Award and Umpirage was made in Writing under my Hand and Seal, ready to be delivered to the said Parties at, &c. on, &c. as by the said several Obligations and Conditions thereof may appear: **And whereas** the said *J. F.* and *R. R.* did not make their Award between the said Parties by the Time limited by the said Bonds of Arbitration as above mentioned, whereby the Composing, Pacifying and Ordering the said Differences and Matters and Disputes, depends wholly upon me: **Now know ye**, that I the said *J. K.* having taken upon me the Charge and Business of the said Award, and being willing to set the said Parties at Peace and Concord, by making a final End of the Controversies between them, and having by good Advice and Deliberation heard and examined the Titles, Allegations and Proofs of both the said Parties, concerning the said Premises in Dispute, do, with the Consent of both the said Parties, make, publish, declare and deliver this my Award concerning the said Premises, in Manner and Form following, (to wit) **First**, I finally award, judge and determine, that, &c. **Secondly**, &c. **In Witness, &c.**

The Nomination of an Umpire by two Arbitrators, who could not conclude the Differences to them referred.

T**O** all, &c. we *A.* and *B.* of, &c. send Greeting. **Whereas** *C.* and *D.* of, &c. by Obligation bearing Date, &c. have bound themselves reciprocally to stand to the Award of us the said *A.* and *B.* to be given up in Writing, of all Differences depending between them on or before the Day of the Date hereof, and in Case no Award should be made by us the said Arbitrators on or before the said Day in Conclusion of the Premises, then to stand to the final Determination of such Person that should be chosen Umpire by us the said Arbitrators, for the final Conclusion of the Premises to be given up by the said Umpire on or before, &c. as by the said Obligation and Condition thereof more plainly may appear: **Now know ye**, that we

we the said *A.* and *B.* Arbitrators aforesaid, having not concluded and agreed upon the Premises to us referred as aforesaid, and also desiring that a full End and final Conclusion may at length be made between the said Parties concerning the Premises, **Do** hereby, according to the Power to us granted by the said Obligation, nominate, determine and appoint *F.* of, &c. to be the sole and only Umpire in the Premises to conclude, end, determine and finally to finish all the Matters, Demands and Differences in Controversy between the said Parties; **Which** Umpirage and final Conclusion of the Premises to be given up by the said *F.* in Writing indented under his Hand and Seal, ready to be delivered unto the said Parties in Controversy at the Shop of *J.W.* in, &c. on or before, &c. **In Witness,** &c.

An Award of an Umpire chosen by the Arbitrators.

TO all, &c. I *S. C.* of, &c. send Greeting. **Whereas** some Differences have arisen, and do now depend undecided between *H. A.* of, &c. and *M. R.* of, &c. touching, &c. **And whereas** the said *H. A.* for his Part, and the said *M. R.* for his Part, did refer all Differences concerning the said, &c. to the Arbitration and Ending of *R. K.* and *W. W.* of London, Merchants, who not agreeing in their Award, were to chuse an Umpire to set a final End to the said Differences: **And whereas** the said *R. K.* and *W. W.* did give a Meeting to the said Parties about the said, &c. but could not agree to make their Award therein, and therefore have made choice and named me the said *S. C.* to be Umpire in the Premises, as the said Parties themselves have acquainted me, at whose Request I have heard what each Party have alledged against the other touching the said Bargain, and being willing, as much as in me lies, to set the said Parties at Unity and good Accord therein, I do hereby declare and set down my Award and Umpirage between them, (that is to say) **Know ye**, that I the said *S. C.* do award, that the said *M. R.* shall pay unto the said *H. A.* or his Assigns, the said Sum of, &c. **Also,** &c. **In Witness,** &c.

(a) **Bargain and Sale.**

First, **Of Lands,** &c.

Note; In all Bargains and Sales of Lands there must be some Consideration given, or expressed to be given: For if Money, or other Thing, be indeed given, though not expressed, it may be averred in Pleading; and if so proved, the Bargain, &c. will be good: And if it be expressed in the Deed, that Money is paid as the Consideration, no Averment will lie against it.

An Indenture of Bargain and Sale, with good Covenants.

THIS Indenture made, &c. the 13th Day of *S.* in the second Year of the Reign of our Sovereign Lord *George,* &c. **Between** *J. K.* the Elder, of *H.* in the County of *M.* Gent. *J. K.* the Younger, Son and Heir apparent of the said *J. K.* the Elder, and *J. M.* Gent. Son and Heir of *J. M.* late of *T.* in the County of *S.* Gent. deceased, of the one Part, and *E. R.* of *L.* in the said County of, &c. of the other Part, *Witnesseth*, That for and in Consideration of the Sum of 300 *l.* of lawful Money of Great Britain to the said *J. K.* the Elder, in Hand paid by the said *E. R.* at or before the Enfealing and Delivery of these Presents (the Receipt and Payment whereof the said *J. K.* the Elder, doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth clearly exonerate, acquit and discharge the said *E. R.* his Heirs, Executors, Administrators and Assigns, and every of them, for ever, by these Presents;) and for the several Sums of 5 *s.* of like lawful Money of Great Britain to the said *J. K.* the Younger, and *J. M.* in Hand paid by the said *E. R.* at and before the Enfealing and Delivery of these Presents (the Receipt whereof the said *J. K.* the Younger, and *J. M.* do also hereby severally acknowledge, &c.) *They* the said *J. K.* the Elder, *J. K.* the Younger, and *J. M.* Have granted, bargained, sold, aliened, enfeoffed and confirmed, and by these Presents *Do,* &c. unto the said *E. R.* his Heirs and Assigns for ever, *All that* Messuage or Tenement and Farm called *H.* Farm, with the Appurtenances, situate, lying and being in *H.* aforesaid, in the said County of *M.* and all those thirty Acres of Land and Pasture, and all those eight Acres of Meadow lying

Words of Grant.
Parcels to be particularly described with such General Words as relate thereto.
For General Words, see

(a) For the Law concerning Bargains and Sales, see the First Part, p. 650.

inclosed

Lease and Re- inclosed in several Parcels in the common Fields of *H.* aforesaid, in the said County of *M.*
 lease. now or of late Parcel of the Honour and Manor of *M.* by whatsoever Name or Names, or
 howsoever the same or any of them are called or known, with their and every of their Rights,
 Members and Appurtenances whatsoever, (which said Messuage, Farm and Premises were by
 the late King *Charles* the Second, by Letters Patent under the Great Seal of *England*, bearing
 Date the, &c. in the 14th Year of his Reign, granted (amongst other Things) to *W. C.*
 and *E. F.* and their Heirs, in Fee-farm, in Trust for *W. R.* at the Rent of, &c. *per Annum*,
 and were by the said *W. R. W. C.* and *E. F.* by their Deed inrolled in the High Court of
Chancery, bearing Date on or about the, &c. in the, &c. Year of the said late King, bar-
 gained, sold and conveyed to *J. M.* and *W. H.* therein named, and their Heirs and Assigns
 (in Trust for the said *J. K.* the elder,) and were by *J. M.* Party to these Presents, Son and
 Heir of the said *J. M.* deceased (who survived the said *W. K.*) granted and conveyed to the
 said *J. K.* the elder, his Heirs and Assigns, (as by the Conveyances thereof may appear) and
 And the Re- the Reversion and Reversions, Remainder and Remainders of all and singular the said Mes-
 version, &c. suage, Farm, Lands, Tenements, Hereditaments and Premises hereby granted, or men-
 tioned to be hereby granted, and of every Part and Parcel thereof; and all Rents, Issues,
 Services and Profits to them or any of them, or any Part or Parcel of them or any of them,
 and all the incident, belonging or appertaining; And also all and every the Estate and Estates, Rights,
 Estate, &c. Titles, Claims, Interests and Demands whatsoever of them the said *J. K.* the elder, *J. K.*
 the younger, and *J. M.* or either of them, in, to or out of the same Messuage, Lands, Te-
 and all Deeds. nements, Hereditaments and Premises, and every Part and Parcel thereof; And all and every
 the Deeds, Charters, Writings and Muniments whatsoever touching or concerning the said
Habendum. Messuage, Lands, Tenements or Hereditaments and Premises whatsoever hereby granted, or
 mentioned to be granted, or any of them, or any Part or Parcel thereof; To have and to hold
 the said Messuage or Tenement, Farm, Lands, Meadow, and all other the Premises hereby
 granted, bargained and sold, or mentioned or intended to be hereby granted, bargained and
 sold, and every Part and Parcel thereof, with their and every of their Appurtenances, unto
 the said *E. R.* his Heirs and Assigns for ever, to the only and proper Use and Behoof of him
 Warranty. the said *E. R.* his Heirs and Assigns for ever: And the said *J. K.* the elder doth hereby grant
 for him and his Heirs, that he the said *J. K.* and his Heirs, the Messuage, Farm, Lands,
 Tenements, Hereditaments and Premises, and all and singular other the Premises hereby
 granted or mentioned to be granted, and every Part or Parcel thereof, with all and singular
 their and every of their Rights, Members and Appurtenances, unto the said *E. R.* his Heirs
 and Assigns, against him the said *J. K.* and his Heirs, and against all and every other Person
 and Persons whatsoever, shall and will warrant, and for ever defend, by these Presents. And
 Covenant to the said *J. K.* the elder, and *J. K.* the younger, do for themselves severally, and for their
 levy a Fine. several Heirs, Executors and Administrators, and for every of them, covenant and grant to
 and with the said *E. R.* his Heirs, Executors and Administrators, and to and with every of
 them, by these Presents, that they the said *J. K.* the elder, and *J. K.* the younger, and the said
J. M. shall and will before the, &c. next ensuing the Date hereof, before the Justices of the
 Court of Common Pleas at *Westminster*, in due Form of Law, levy to the said *E. R.* and his
 Heirs, one Fine *Sur Cognizance de droit come ceo*, &c. with Proclamations to be thereupon
 had according to the Form of the Statute in such Case made and provided, of all and singular
 the Messuage, Lands, Tenements, Hereditaments and Premises aforesaid, by such apt Names,
 Quantities and Qualities, and Number of Acres, and in such Sort, Manner and Form, as by the
 said *E. R.* his Heirs or Assigns, or by his or their Counsel learned in the Law shall be reason-
 ably devised or advised and required. And the said *J. K.* the elder, for himself, his Heirs,
 Executors and Administrators, and for every of them, doth covenant and grant to and with
 the said *E. R.* his Heirs and Assigns, and to and with every of them, by these Presents, in
 Manner and Form following, that is to say, that the said *J. K.* the elder now is true and
 lawful Owner of the said Messuage, Farm, Lands, Tenements and Hereditaments, and all
 That Grantor and singular other the Premises hereby granted, or mentioned to be hereby granted, and of
 is right every Part or Parcel thereof, with their and every of their Appurtenances, and is rightfully
 Owner, and absolutely seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute
 and lawfully and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Trust,
 seized; Contingent, Covenant, Proviso, or Limitation of Use or Uses, or other Restraint, Matter or
 Thing whatsoever, to alter, change, charge, determine, incumber, defeat or evict the same;
 and will con- And that he shall and will continue to be seised thereof, and of every Part and Parcel thereof,
 tinue seised, until a good, perfect and absolute Estate in Fee-simple shall be thereof vested in him the said
 until, &c. *E. R.* and his Heirs, according to the true Intent and Meaning of these Presents; And that
 and hath good he the said *J. K.* now hath good Right, lawful and absolute Power and Authority in himself,
 Rights to grant, alien and convey all and singular the said Messuages, Lands, Tenements, Heredita-
 ments and Premises hereby granted, or mentioned to be hereby granted as aforesaid, and

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every Part and Parcel thereof, with the Appurtenances, unto the said *E. R.* his Heirs and Assigns, to the only Use of him the said *E. R.* his Heirs and Assigns, in Manner and Form aforelaid; And that the said *E. R.* his Heirs and Assigns, and every of them, shall or lawfully may, from Time to Time, and at all and every Time and Times hereafter, have, hold, occupy, use, possess and enjoy all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be hereby granted, and every Part and Parcel thereof, with all and singular their and every of their Appurtenances, and all and every the Rents, Issues, and Profits and Commodities thereof arising, accruing and growing, to have, receive and take, without any Manner of Let, Suit, Trouble, Vexation, Eviction, Disturbance, or other Hindrance or Molestation whatsoever, of or by the said *J. K.* the elder, his Heirs or Assigns, or any other Person or Persons whatsoever, lawfully claiming or to claim the said Messuage, Lands and Premises, or any Part or Parcel thereof (except as herein after is excepted); And that the said Messuage, Farm, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned or intended to be hereby granted, as aforelaid, and every Part and Parcel thereof, with all and singular their and every of their Appurtenances now are and be, and from henceforth for ever hereafter shall continue, remain and be, unto the said *E. R.* his Heirs and Assigns, free and clear, and freely and clearly, and absolutely freed and acquitted, exonerated and discharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Jointures, Dowers, Inails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Issues, Fines, Post-Fines, Amerciaments, Debts, Duties, Judgments, Executions, Statutes-Merchant and of the Staple, and all Debts of Record, Extents, *Liberates*, Seizures, Charges, Titles, Troubles, Forfeitures, Annuities and Incumbrances whatsoever, had, made, committed, done, acknowledged or suffered, or caused to be had, made, committed, done, acknowledged or suffered, by the said *J. K.* the elder, or by any other Person or Persons whatsoever, (one Lease of the Premises heretofore granted by the late King *Charles* the Second to *J. T.* and *T. L.* their Executors and Assigns, for the Term of 40 Years, beginning, &c. now in Being, and upon which is reserved the yearly Rent of, &c. which said Rent from henceforth, during the Residue of the said Term, shall be payable to the said *E. R.* his Heirs and Assigns; as also the Fee-farm Rent of, &c. reserved by the said Letters Patent, and yearly to be paid to the said late King, his Heirs and Successors, for the said Premises for ever, only excepted and fore-prized.) And the said *J. K.* the elder, for himself, his Heirs, Executors and Administrators, and for every of them, doth further covenant and grant to and with the said *E. R.* his Heirs and Assigns, and to and with every of them by these Presents, that he the said *J. K.* the elder, his Heirs and Assigns, and *J. K.* the younger, and all and every other Person and Persons whatsoever, having or lawfully claiming, or which shall or may at any Time or Times hereafter have or lawfully claim any Estate, Right, Title or Interest of, in or to the said Premises hereby granted, or mentioned to be granted, or of, in or to any Part or Parcel thereof, shall and will, from Time to Time, and at all Times hereafter, at and upon the reasonable Request, and at the Costs and Charges in the Law of the said *E. R.* his Heirs and Assigns, or some of them, make, do, levy, execute, acknowledge and suffer, or cause to be made, done, acknowledged, executed and suffered, all and every such further and other reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the better and more perfect Assurance, Surety, and Sure-making and Conveying, Settling, Establishing, or Confirmation of the said Messuage, Farm, Land or Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be hereby granted, or any of them, and of every or any Part or Parcel thereof, with all and singular their and every of their Appurtenances, unto the said *E. R.* his Heirs and Assigns, according to the true Intent and Meaning of these Presents, (be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds indented or poll, inrolled or not inrolled), the Inrollment of this present Indenture, common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation, and by all and every of the said Ways and Means, or any other Ways or Means in the Law whatsoever, as by the said *E. R.* his Heirs or Assigns, or any of them, or by his, their or any of their Counsel learned in the Law shall be reasonably devised, or advised and required; so as the said further Assurances to be made, or any of them, do not, nor shall not, contain any further Assurance or Warrant than for enjoying them only against the Parties thereunto respectively, and their respective Heirs, and touching Acts and Deeds done or suffered by them or any of them; and so as for the Acknowledging and Executing of such further Conveyances and Assurances, or any of them, the Persons that shall be required to make or execute the same, be not compelled nor compellable, for the doing thereof, to travel further, or elsewhere, than to the City of *L.* or *W.* or one of them. And it is declared, concluded and agreed by and between all and every the said Parties to these Presents, that the Fine so as aforelaid to be levied, and

for quiet Enjoyment,

free from Incumbrances,

For further Assurance,

The Uses of the Fine, &c. all declared to be

to the Use of
the Bar-
gainee.

That Bar-
gainor hath
done no Act
to incumber,
&c.

all and every other Fine and Fines, Feoffment and Feoffments, Conveyance and Assurance in the Law whatsoever heretofore had and executed, or hereafter to be had, made, levied and executed by and between the said Parties to these Presents, or any of them, or by them or any of them, with any other Person or Persons, of the Premises, or any Part or Parcel thereof, shall be and enure, and shall be adjudged, deemed and taken to be and enure, to the only and proper Use and Behoof of the said *E. R.* his Heirs and Assigns, and to and for no other Use, Intent or Purpose whatsoever. And the said *J. M.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant and grant to and with the said *E. R.* his Heirs and Assigns, and to and with every of them, by these Presents, that he the said *J. M.* hath not done, committed, executed or suffered any Act or Acts, Thing or Things whatsoever, whereby the said Messuage, Farm, Lands, Tenements and Premises, or any Part thereof, now are or at any Time hereafter shall or may be impeached or incumbered in Title, Charge, Estate, or otherwise: (The Conveyance and Estate thereof made and granted by him the said *J. M.* to the said *J. K.* the elder, and his Heirs, herein before-mentioned, only excepted and foreprised.) **In Witness, &c.**

N. B. A Bargain and Sale is often-times had (in order that the same may be inrolled), together with a Lease and Release for the Conveyance of the same Estate; in which Case it is usual to omit in the Bargain and Sale all the Covenants after the Covenant of Warranty, and to place them in the Release.

A Bargain and Sale of Land in L. by the Mother, who hath a Freehold therein for her Life, and the Son in whom the Reversion is after her Decease.

Recital of
their being
seised, &c.

Consideration.

Parcels.

Habendum.

Covenant that
the Mother is
sole seised for
Life;

THIS Indenture, &c. Between *V. L.* of *L.* Widow, late the Wife of *G. B.* &c. deceased, and *R. B.* one of the Sons of the said *G.* of the one Party, and *W. R.* &c. of the other Party. **Whereas** the said *V. L.* is and standeth seised for the Term of her Natural Life, of and in all that great Messuage or Tenement, and Garden, with the Appurtenances, &c. the immediate Reversion whereof, after the Death of the said *V.* the said *G. B.* by his last Will and Testament made in Writing, did wholly devise and bequeath unto *G. B.* his Son, and to his Heirs for ever: And whereas the said *G. B.* the younger, hath given, granted, bargained, aliened, sold, confirmed and released to the said *R. B.* and to his Heirs for ever, all that the said great Messuage, with the Appurtenances, and the Reversion and Reversions, Remainder and Remainders, present and future Estate, Right, Title, Use, Interest and Demand of the said *G. B.* the younger, of, in and to the said great Messuage, with the Appurtenances, as by one Indenture bearing Date, &c. inrolled in the High Court of Chancery, made between the said *G. B.* the younger, of the one Party, and the said *R. B.* by the Name of, &c. of the other Party, Relation being thereunto had, may more at large appear. All which said great Messuage, with the Appurtenances, sometime were Parcel of the Possessions of *M. D.* of *L.* Now this Indenture witnesseth, that the said *V. L.* and *R. B.* for and in Consideration of the Sum of, &c. to them before, &c. whereof and wherewith they, &c. and thereof and therefore, &c. have bargained, sold, granted, aliened and confirmed, and by these Presents do clearly and absolutely bargain, &c. to the said *W. R.* and to his Heirs for ever, All the said great Messuage and Gardens, with the Appurtenances, and all Grounds, Yards, Lights, Shops, Cellars, Sollars, Warehouse, Buildings, Easements and Commodities whatsoever to the said great Messuage or Tenement belonging or appertaining, or as any Part or Parcel thereof demised, occupied, used, reputed or taken; and all the Estate, Right, Title and Interest, Reversion, Remainder and Demand of the said *V.* and *R.* and either of them, of, in and to the said Premises, or any Part or Parcel thereof, except one Piece of a Cellar, one Buttery, one Piece of a Compung-house, and three little Rooms over them, which are Parcel of the Possessions of the Parish-Church of, &c. and now are occupied with the said great Messuage, by Virtue of a Lease thereof had from the said Parish-Church, dated, &c. To have and to hold the said great Messuage and Garden, with the Appurtenances, and all and singular other the Premises, with their Appurtenances, (except before excepted) to the said *W. R.* his Heirs and Assigns for ever, to the only Use and Behoof of the said *W. R.* and of his Heirs and Assigns for ever. And the said *V.* for herself, &c. covenanteth, &c. that she the said *V.* is lawfully sole seised of the said great Messuage and Garden, with the Appurtenances, of a good and lawful Estate of Freehold for the Term of her Life; And that the said Messuage and Garden, with the Appurtenances, are and from henceforth shall stand and continue clearly discharged and acquitted, or upon reasonable Request and Notice thereof given, sufficiently saved harmless by the said *V.* her Executors or Administrators, of and from all and singular former Bargains, Sales, Leases, Grants, Estates, Titles, Charges

Charges or Incumbrances whatsoever had, made, caused or agreed unto by the said *V.* or any other for her, by her Means, Consent or Procurement. *And also*, That for the better Assurance and will join rance of all and singular the Premises, with their Appurtenances, to be had and made sure to in a Fine. the said *W.* his Heirs and Assigns, for the only Use of the said *W.* and of his Heirs and Assigns, for ever; the said *V.* at the reasonable Request and Charges in the Law of the said *W.* his Heirs, Executors or Assigns, shall join with the said *R. B.* and any others in a Fine to be levied in due Form of Law to the said *W.* and his Heirs, of all and singular the Premises, according to the usual Manner of Fines. *Provided always*, that the Warranty to be made in the said Fine by the said *V.* be solely of herself, and only against her, or against her and her Heirs; And that for the acknowledging of the Concord thereof, she shall not be compelled to travel any further than to the said great Messuage, without her own good Will and Consent to the contrary. *And* the said *R. B.* for him, *&c.* covenanteth, *&c.* in Form, *&c.* that he the said *R.* now is lawfully and solely seised to the Use of him and his Heirs, of the immediate Reversion or Remainder of the said great Messuage and Garden, with the Appurtenances, from and after the Decease of the said *V.* *And* he the said *R. B.* and *S.* now his Wife, and the said *G. B.* the younger, and *M.* now his Wife, at all Times from Time to Time, during the Space of two Years next ensuing the Date of these Presents, at and upon the reasonable Request, and Costs and Charges in the Law only of the said *W. R.* his Heirs, Executors or Assigns, shall and will make, do, acknowledge and suffer, or cause, *&c.* all and every such reasonable Act and Acts, Thing and Things in the Law, with Warranty only against themselves and their Heirs, or otherwise without Warranty, as by the said *W.* his Heirs or Assigns, or his or their Counsel learned in the Laws of this Realm, shall be lawfully devised or advised and required, for the better Conveyance, Assurance, and Sure-making of all and singular the Premises, with their Appurtenances, to be had and made sure to the said *W. R.* his Heirs and Assigns for ever, for the only Use, *&c.* *And also*, that all the said Premises, and every Part thereof, with their Appurtenances, now are, and at the making of the said further Assurance, shall be, and from henceforth shall continue, clearly and freely acquitted and discharged, or otherwise by the said *R. B.* his Heirs or Executors, upon reasonable Request, and Notice thereof given, saved harmless at all Times of and from all and singular former Bargains, *&c.* had, made, done, caused or agreed unto, or to be had, *&c.* by the said *R. B.* and *G. B.* the younger, or either of them, or by any other Person or Persons, by the Commandment, Privy or Procurement of the said *R.* and *G.* the younger, or either of them. *And further*, The said *R. B.* covenanteth, *&c.* that he the said *W. R.* his Heirs and Assigns, shall or lawfully may from henceforth for ever well and quietly have, hold and enjoy to the only Use and Behoof of the said *W.* his Heirs and Assigns, for ever, as well the said great Messuage and Garden, with the Appurtenances, as all other the Premises, with their Appurtenances, (except only before excepted) and from Time to Time have, take, receive and enjoy the Rents, Issues and Profits thereof, for the only Use and Behoof of the said *W. R.* his Heirs and Assigns, without any Contradiction, Impeachment, Let or Impediment of the said *R.* and *G.* the younger, or of either of them, or of any other Person or Persons, by the Commandment, Consent, Means, Privy or Procurement of either of them. *And also* the said *R. B.* covenanteth, *&c.* that the intire Benefit of all such Bonds as *R. H.* made to the said *G. B.* deceased, and as *J. D.* Merchant, made to the said *R. H.* for or touching the Premises, or any Part thereof, and all Advantages, Recompences and Sums of Money to be gotten of or by the said Bonds, or any of them, shall be and continue to the only Profit, Interest and Behoof of the said *W. R.* his Executors and Assigns, without any Let or Contradiction of the said *R. B.* and *G. B.* or either of them, or the Executors or Administrators of either of them. *And also*, That the said *R.* and *G.* and the Survivor of them, and the Executors and Administrators of the same Survivor, shall always hereafter justify and avow all and every such Suits, Processes, Pleas and Recoveries, as the said *W. R.* his Executors or Assigns, at their own Costs and Charges shall bring or pursue upon the said Bonds, or any of them, in the Name or Names of the said *R.* and *G.* or either of them, or of the Executors or Administrators of either of them, against any Person or Persons chargeable, or to be charged for the same. *And lastly*, That the said *R.* and *G.* or either of them, or the Executors or Administrators of either of them, shall not at any Time hereafter wittingly or willingly suffer to be done any Act or Acts, *&c.* without the special Consent of the said *W. R.* his Executors or Administrators, which shall or may discharge, suspend or determine the Penalties or Forfeitures of any of the said Bonds, or any Execution to be had by Reason of the same Bonds, or any of them, or any Suit or Judgment to be had or given in any Action to be brought, as aforesaid, upon the said Bonds, or any of them. *In Witness, &c.*

Covenant that the Son is seised, *&c.*

for further Assurance, *&c.*

For quiet Enjoyment,

that all Bonds made concerning the Premises, shall be to the Use of the Bargainee.

Bargainor will avow all Suits, *&c.*

and will do no Act to discharge, *&c.*

Bargain and Sale to make a Tenant in Order to suffer a common Recovery with Double Voucher, for the Use of the Creditors of a Bankrupt.

The Considerations.

The Premises, being several Parcels of Ground, Messuages, &c.

THIS Indenture Quadripartite made the, &c. Day of, &c. Between the Right Honourable R. Earl of S. and the Right Honourable F. Countess of S. his Wife, sole Daughter and Heir of Sir H. J. late of A. in the County of O. Knt. deceased, of the first Part; Sir J. T. of I. in the County of M. Knt. who survived Sir R. B. Sir E. B. and G. C. Gent. who together with the said Sir J. T. were Trustees for the said Countess of S. of the second Part; G. W. of London, Esq; R. P. J. C. and J. T. of London, Merchants, Assignees under a Commission of Bankrupt lately awarded against Sir J. S. Knt. B. H. and H. R. late of London, Goldsmiths and Copartners, and also the said Sir J. S. on the third Part; and T. G. of the Inner Temple, London, Gent. on the fourth Part, **Witnesseth**, That for and in Consideration of 5s. of lawful British Money in Hand paid by the said T. G. to each of them the said R. Earl of S. and F. Countess of S. his Wife, and the said Sir J. T. at or before the Sealing and Delivery of these Presents, the several and respective Receipts whereof are hereby acknowledged, and for the further and better Assuring and Confirming of the several Pieces or Parcels of Ground, Messuages or Tenements, and other Hereditaments, with their Appurtenances herein after particularly mentioned and expressed, unto the said G. W. R. P. J. C. and J. T. their Heirs and Assigns for ever, which said Pieces or Parcels of Ground, Messuages or Tenements and Hereditaments, were in the Year of our Lord, &c. purchased by the said Sir J. S. by the Name of J. S. of London, Goldsmith, of the said R. Earl of S. and were conveyed, or are mentioned to be conveyed to him and his Heirs, by Indentures of Lease and Release, Bargain and Sale, inrolled in the High Court of Chancery, made between the said Earl and his two Trustees, the Honourable E. R. Esq; second Son of the Right Honourable W. Earl of B. and C. B. of the Parish of, &c. Esq; of the one Part, and the said Sir J. S. of the other Part, and were afterwards in the Year of our Lord, &c. by Indenture Quadripartite of Bargain and Sale, inrolled in the High Court of Chancery, conveyed or assigned by Virtue of the said Commission of Bankrupt to the said G. W. R. P. J. C. and J. T. their Heirs and Assigns, upon the Trusts therein and herein after mentioned, they the said Earl and Countess, and also the said Sir J. T. by the Direction and Appointment of the said Earl and Countess, testified by their being Parties, and their Signing and Sealing to these Presents, at the Request and Nomination of the said G. W. R. P. J. C. J. T. and Sir J. S. testified as aforesaid, **Have** bargained and sold, and by these Presents do, and each and every of them doth, bargain and sell unto the said T. G. **All** that Piece or Parcel of Ground, whereon one old House formerly stood, sometime in the Possession of T. D. situate in the Parish of, &c. in the said County of, &c. and lying over against, &c. containing in Front thirteen Feet and nine Inches of Assize, more or less, and in Depth 158 Feet of Assize, more or less, together with all the Ground, then or late belonging to the said R. Earl of S. as far as the Ground, &c. let to one, &c. which said old House had been then lately new built, and then or late was in the Possession of the said T. D. **And** all that Parcel of Ground, whereon one other old House formerly stood, some time in the Possession of one T. J. situate in the said Parish of, &c. and lying over against, &c. aforesaid, containing by Estimation in Front thirteen Feet and nine Inches of Assize, more or less, and in Depth one hundred fifty-one Feet of Assize, more or less, together with all the Ground then or late belonging to the said Earl, as far as the Ground let to the said, &c. which last mentioned old House had been then lately new built, and was then or late in the Possession of the said T. J. his Assignee or Assigns; **And** also all that double Messuage or Tenement, with the Appurtenances thereto erected and built of Brick by one R. N. some time in the Occupation of one W. K. and then or late of one J. S. and adjoining to O. Alley on the East, containing ten Rooms, being two on a Floor, lying directly one over another, with a little Yard and a Party-Pump, and an House of Office lying behind the same Messuage, situate and being in the said Parish of, &c. and, &c. or one of them, near the, &c. in the said County of, &c. in a certain Street or Lane called, &c. **And** also all that other Messuage or Tenement, built by the said R. N. then or late in the Possession of the said J. S. containing also ten Rooms, two on a Floor, lying directly one over another, with a Yard, Back-side, Garden or Garden-Plot, situate, lying and being in the said Parish of, &c. and, &c. or one of them, on the North-side to, &c. aforesaid; **And** also all that third Messuage or Tenement then or late in the Possession or Occupation of the said J. S. or his Assigns, containing also ten Rooms, two on a Floor, lying directly one over another, with Yard, Back-side, Garden or Garden-Plot, on the South-side, containing sixty-eight Feet in Length, and twelve Feet in Breadth, be the same more or less, situate, lying and being in the said Parish of, &c. and, &c. or one of them, and all and singular Houses,

Houses, Outhouses, Shops, Cellars, Sollars, Chambers, Rooms, Warehouses and Stables thereupon erected, together with the Yards, Gardens, Back-fides, waste Grounds, Lights, Easements, Ways, Passages, Profits, Commodities, Hereditaments and Appurtenances whatsoever, to the same Premises belonging, or in any wise appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part thereof, and all the Estate, Right, Title, Interest, Use, Trust, Property, Profit, Benefit, Claim and Demand whatsoever, of them the said Earl and Countess, and the said Sir J. T. or any of them, of, in, to or out of the Premises, or any Part or Parcel thereof, in any wise howsoever; **To have and to hold** the said Pieces or Parcels of Ground, Messuages or Tenements, and all and singular other the Premises herein before mentioned, or intended to be hereby bargained, sold or conveyed, with their and every of their Rights, Members and Appurtenances unto the said T. G. his Heirs and Assigns for ever, to the Use of the said T. G. his Heirs and Assigns for ever, to the Intent and Purpose, that by Virtue hereof the said T. G. may be and become a good and perfect Tenant of the immediate Freehold and Inheritance of all and singular the said Premises, against whom one or more Common Recovery or Recoveries may be had, perfected and executed, to the several Uses, Intents and Purposes herein after mentioned, expressed and declared, and to or for no other Use, Intent or Purpose whatsoever; **And** thereupon it is covenanted, concluded and agreed by and between all the said Parties to these Presents that before the End of *Easter* Term next one or more Writ or Writs of Entry *Sur Disseisin en le poit* shall be brought and prosecuted in the Names and at the Charge of the said G. W. R. P. J. C. and J. T. as Plaintiffs or Demandants therein, against the said T. G. as Tenant or Defendant of and for all and singular the said Pieces or Parcels of Ground, Messuages or Tenements, and all and singular other the Premises with their Appurtenances, herein before mentioned, or intended to be hereby granted and sold, by such Names, Quantities, Qualities, Numbers of Messuages, and other Certainities and Descriptions as shall be apt and convenient in that Behalf, to which Writ or Writs the said T. G. shall appear *Gratis* in his proper Person, and shall and will vouch to warrant the Premises, the said R. Earl of S. and F. his Wife, who shall likewise appear in their proper Persons, and shall vouch to warrant the common Vouchee, and such further and other Proceedings shall be therein, so that one or more good and perfect Common Recovery or Recoveries, with double Voucher, shall or may be had, perfected and executed in all Things according to the usual Form of Common Recoveries, with double Voucher for Assurance of Lands, in such case used and accustomed. **And** it is hereby covenanted, agreed and declared by and between all the said Parties to these Presents, that such Recovery or Recoveries so as aforesaid, or in any other Manner to be suffered, executed and perfected, whereto the Parties to these Presents, or any of them, are or shall be Parties, of or concerning the Premises, shall be and enure, and shall be adjudged, construed, deemed, and taken to be and enure, and the said T. G. and his Heirs, and all and every other Person and Persons, which shall then, or at any Time thereafter stand seised of the Premises, or any Part thereof, by Virtue of these Presents, or of the said Recovery or Recoveries shall so stand and be seised thereof, and of every Part thereof, to the only proper Use and Behoof of the said G. W. &c. their Heirs and Assigns for ever. **In Trust nevertheless** for them the said G. W. &c. and all other the Creditors of the said Sir J. S. and B. H. and R. H. or any of them who already have, or shall at any Time hereafter in due Time, come in and seek Relief, by Virtue of the said Commission, and contribute towards the Charges thereof, according to the true Intent and Meaning of the several Statutes in that case made and provided, and to and for no other Use, Intent or Purpose whatsoever. **In Witness, &c.**

The *Habendum* in Fee.

To the End the Bargaine may become a perfect Tenant of the Freehold of the Premises. Covenant to bring a Writ of Entry in Order to suffer a Common Recovery.

Declaration of the Uses of the Recovery.

Another to make a Tenant to the Præcipe, in order to the Suffering a Common Recovery.

THIS Indenture Tripartite, made, &c. **Between, &c. Witnesseth**, that the said J. A. and M. his Wife, and G. A. for the barring all Estates-Tail and Remainders over, of and in the Messuages, Lands, Tenements and Hereditaments herein after mentioned, and for and in Consideration of the Sum of 5 s. of lawful, &c. to them in Hand paid by the said J. H. at or before, &c. the Receipt, &c. and for divers other good Causes and Considerations them the said J. A. and M. his Wife, and G. A. thereunto moving, **Have** bargained and sold, and by these Presents **Do, &c.** unto the said J. H. his Heirs and Assigns, **All** that Messuage or Tenement, &c. (as before) **To have and to hold** the said Messuages, Buildings, Lands, Tenements, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, unto the said J. H. his Heirs and Assigns, **To the Use** and Behoof of him the said J. H. his Heirs and Assigns for ever, **To the Intent** and Purpose nevertheless, that the said J. H. may be perfect Tenant of the Freehold and Inheritance of all and singular the aforesaid Premises, with the Appurtenances, against whom a Common

PART II.

8 A

Recovery

Recovery of the said Messuages, &c. may be had, suffered and perfected, as of — Term next ensuing the Day of the Date of these Presents, in which said Common Recovery it is hereby agreed, that the said *E. A.* shall be Demandant, and the said *J. H.* Tenant; and the said *J. A.* and *M.* his Wife, and the said *G. A.* shall be Vouchees, and they shall vouch over the Common Vouchee, after the Manner and Course of a Common Recovery for Assurance of Lands, (or thus, after the Words may be had, suffered and perfected, say, And to that End and Purpose it is agreed by and between the Parties to these Presents, that the said *E. A.* shall, before the End of — Term, prosecute and sue out a Writ of Entry *Sur disseisin in le Post*, returnable the last Return of — Term before the Justices of the Lord the King of the Bench at *Westminster*, whereby the said *E. A.* shall demand against the said *J. K.* the said Messuage, &c. and Premises, with their and every of their Appurtenances, by such Name and Names, and other Additions and Descriptions, to ascertain the same, as shall be thought fit, to which Writ the said *J. H.* shall appear *gratis*, and vouch to Warranty the said — who shall likewise appear *gratis*, and enter into Warranty, and vouch the said — and — who shall appear *gratis*, and enter into Warranty, and vouch over the Common Vouchee, who shall likewise appear *gratis*, and enter into Warranty and imparl, and afterwards make Default, whereby a Common Recovery may be had and suffered in the said Court of Common Pleas, of all the said Messuage, Lands, &c. according to the Course of Common Recoveries used): **And** it is hereby further covenanted, concluded, declared and fully agreed, by and between all the said Parties to these Presents, that the said Common Recovery, so or in any other Manner to be had and suffered as aforesaid, of the aforesaid Premises, with the Appurtenances, between the said Parties to these Presents, shall enure and be, and shall be construed, deemed and taken to enure and to be to the several Uses, Intents and Purposes herein after mentioned and declared, (that is to say) **To the Use** and Behoof of the said *J. A.* and his Assigns during the joint Lives of him and the said *M.* his Wife; and if the said *M. A.* shall survive the said *J. A.* then to the Use and Behoof of the said *E. A.* and his Heirs during the Life of her the said *M. A.* **Upon Trust**, that he the said *E. A.* and his Heirs do and shall convey and assure the same Premises, and every or any Part thereof, to such Person and Persons, and for such Intents and Purposes as she the said *M. A.* by herself alone, during the Life of her said Husband, or after his Death, by any Writing or Writings under her Hand and Seal, executed in the Presence of two or more credible Witnesses, shall direct and appoint, and until such Appointment, in Trust for the said *M. A.* and from and immediately after the Decease of the said *M. A.* then to the only proper Use and Behoof of the said *G. A.* and his Heirs and Assigns for ever. **In Witness, &c.**

Deed inrolled for suffering a Recovery to make good a Defect in Title on Account of the Trustee's not joining.

THIS Indenture Quinquepartite, &c. Between C. of the first Part, the said *B.* (Widow, Relict and Devisee of *A.* late of, &c. deceased, and only Daughter and Heir of *B. B.* late of, &c. deceased) of the second Part, the Reverend *R. S.* Clerk and Rector of, &c. of the third Part, *H. J.* of, &c. of the fourth Part, and *J. S.* of, &c. of the fifth Part, **Witnesseth**, that for the Barring and Docking of all Estates-Tail in the Messuage, &c. herein after mentioned, and all Reversions and Remainders expectant thereupon, and for and in Consideration of the Sums of *5 s.* a-piece by the said *H. J.* in Hand paid unto the said *C. B.* and *R. S.* at or before, &c. the Receipt whereof is by them hereby respectively acknowledged, **He** the said *C.* and at his Request and by his Direction, testified by his being a Party to and Executing of these Presents, they the said *B.* and *R. S.* **have**, and each of them **hath** granted, bargained and sold, and by, &c. unto the said *H. J.* his Heirs and Assigns, **All** that Messuage, &c. and all other the Messuages, &c. which were lately the Estate of the said *B.* in *I.* &c. aforesaid, and lately sold and conveyed by the said *B.* in Consideration of the Sum of *813 l.* paid unto or to the Use of the said *B.* by the said *C.* unto and to the Use of the said *C.* and his Heirs, by Indentures of Lease and Release, bearing Date respectively the 23d and 24th Days of *March* now last past before the Date of these Presents, and made between the said *B.* of the one Part, and the said *C.* of the other Part; and all Ways, &c. and the Reversion, &c. and all the Estate of three Grantors; **To have**, &c. to and to the Use of the said *H. J.* his Heirs and Assigns for ever, **To** the Intent and Purpose only to make the said *H. J.* perfect Tenant of the Freehold of the said Messuage, and all and singular the said Hereditaments and Premises, to the End one or more good and perfect Common Recovery or Recoveries thereof may be had and suffered and executed of the said Premises before the End of *Trinity* Term now next ensuing, in which Common Recovery the said *J. S.* shall be Demandant, and the said *H. J.* Tenant to the *Præcipe*, who shall vouch to Warranty the said

faid B. and she shall vouch the Common Vouchee after the Manner and Course of Common Recoveries for Assurance of Lands in such Cases used: **And it is hereby agreed and declared** by and between all the said Parties to these Presents, and the true Intent and Meaning of them and of these Presents is, that the said Common Recovery herein before covenanted to be suffered as aforesaid, and from and after the Perfecting thereof, then all and every Fine and Fines, Recovery and Recoveries, and all and every other Conveyances and Assurances in Law whatsoever, either already had, made, done, acknowledged, levied, executed or suffered, or hereafter to be made, done, acknowledged, levied, executed or suffered by or between the said Parties to these Presents, or any of them, or any other of the said Premises, or any Part thereof, shall be and enure, and shall be adjudged, deemed and taken to be and enure, and was and were intended, and is and are hereby declared shall be and enure to the Use and Behoof of the said C. his Heirs and Assigns for ever, and to and for no other Use, Trust, Intent or Purpose whatsoever. (a)

Deed to suffer a (b) Recovery in the County Palatine of Chester.

THIS Indenture Tripartite, made, &c. **Between** Sir O. B. of, &c. Bart. F. B. Esq; eldest Son of the said O. B. begotten on the Body of Dame S. his Wife, of the first Part, C. F. of, &c. Gent. of the second Part, and T. K. of W. in the County of Chester, Gent. of the third Part, **Witnesseth**, that the said Sir O. B. and F. B. for and in Consideration of the Sum of 5s. a-piece of, &c. at, &c. the Receipt, &c. and for divers, &c. **Have** granted, bargained, sold, and by these Presents, **Do**, &c. unto the said C. F. **All** that, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said Manor, &c. unto the said C. F. and his Heirs, to the Intent and Purpose that he the said C. F. may be seised of the Freehold of the said Premises, and may become a good and perfect Tenant thereof against whom one or more Common Recovery or Recoveries may be had and perfected at the next Court of Assize to be held in and for the County Palatine of Chester; **In which** Common Recovery or Recoveries the said T. K. shall be Demandant, and the said C. F. Tenant, who shall vouch to Warranty the said Sir O. B. who shall vouch the said F. B. who shall vouch over the Common Vouchee: **And it is hereby declared and agreed** by and between all and every the said Parties to these Presents, and their true Intent and Meaning is, that from and after the Suffering and Perfecting of the said Common Recovery or Common Recoveries so to be had and suffered as aforesaid, the same shall be and enure, and be construed, deemed and taken to be and enure, to the Use and Behoof of the said Sir O. B. and his Assigns, for and during his natural Life; and from and after the Death of the said Sir O. B. then to the Use and Behoof of the said F. B. his Heirs and Assigns for ever, and to, for or upon no other Use, Trust, Intent or Purpose whatsoever. **Provided nevertheless**, that it shall and may be lawful to and for the said Sir O. B. by any Deed or Deeds indented, under his Hand and Seal to be executed, from Time to Time to make any Lease or Leases in Possession, but not in Reversion or Remainder, by way of future Interest, of all or any of the said Premises, or of any Part or Parts thereof, unto any Person or Persons for and during the Life or Lives of one, two or three Persons, or for any Term or Number of Years not exceeding 21 Years, so as no such Lease or Leases, by any express Words to be therein contained, be made dispunishable of Waste, and so as upon every such Lease and Leases there be reserved to continue payable during the respective Continuance of such Lease and Leases, the best and most improved yearly Rents that can be reasonably had or obtained, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income for the same, and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved, and so as the Lessee and Lessees, to whom such Lease or Leases shall be made as aforesaid, seal and deliver Counterparts thereof. **In Witness, &c.**

(a) Note; In the above Title, it being B.'s Estate, &c. there was a Fine by A. her Husband, and she levied Note; on to the first Mortgagees, at the End of his other Covenants; two Trustees, whereof the above named S. was the Survivor, the Uses whereof as follows, viz. To enure in the first Place to the Use of Mortgagee, her Executors, &c. Payment of for the said Term, (sans Waste) subject to and under the above mentioned Proviso or Condition; and from and after Monies in Consideration the Determination of the said Term of 500 Years, to the Use of the said A. and R. S. and their Heirs, in Trust the Term of 500 Years to be void.

(b) Q. What is necessary to be done for barring the Uses and Limitations in the Marriage Settlement of the 14th of April, &c. and for Sir O. B. and his Son to make a good Title in Fee of the *Cheshire* Estate.

Let Sir O. and F. B. his Son suffer a Recovery of the *Cheshire* Estate, in which Sir O. must be first vouched, and then his Son, who must vouch the Common Vouchee. It is absolutely necessary for Sir O. to be vouched, because the Intail which descended to him from Sir O. his Father doth not appear to have been ever barred for Want of a Tenant in the Recovery *primo Anna*, and when this be done effectually, I conceive a good Title may be made to these Premises in Fee.

W. R. 16 March 1736.

Bargain and Sale of an Advowson.

THIS Indenture, made, &c. **Between** A. of, &c. (eldest Son and Heir of J. H. late of, &c.) of the one Part, and B. of, &c. Gent. of the other Part, **Witnesseth**, That for and in Consideration of the Sum of 417*l.* 10*s.* of, &c. to the said A. in Hand, &c. at or before the Executing of these Presents, (in full for the absolute Purchase of the Advowson and Hereditaments herein after mentioned and intended to be hereby granted, bargained and sold, and of the Fee-simple and Inheritance thereof) the Receipt, &c. and for divers, &c. **He** the said A. **hath** granted, aliened, bargained and sold, and by these Presents **Doth** freely, clearly and absolutely grant, &c. unto the said B. and to his Heirs and Assigns, **All** that the Patronage, Advowson, Donation, Presentation and free Disposition of the Vicarage of the Church of O. &c. aforesaid, with its Rights, Members and Appurtenances, and also all, &c. **To have and to hold** the said Patronage, Advowson, Donation and free Disposition of the said Vicarage, and all and singular other the Hereditaments and Premises herein before mentioned and intended to be hereby granted, bargained and sold, with their and every of their Rights, Members and Appurtenances, unto the said J. H. of T. his Heirs and Assigns, to the only Use and Behoof of the same B. his Heirs and Assigns for ever. **And**, &c. (*Covenants lawfully seised. Right to sell. Peaceable Enjoyment, free, &c. Further Assurance, &c.*) **In Witness**, &c.

Of a Rectory, &c. for the Consideration in a Release of the Premises of equal Date, declaring the Uses of a Fine (mentioned in the Release) to the Bargainee in Fee.

To be inrolled in Chancery.

THIS Indenture, made, &c. **Between**, &c. **Witnesseth**, that for and in Consideration of, &c. in Hand paid, &c. at or before, &c. being the same Consideration mentioned in a certain Indenture of Release, bearing equal Date herewith, and made between the same Parties as are Parties to these Presents, and being the full Consideration Money for the absolute Purchase, as well of the Rectory, &c. herein after by these Presents mentioned to be bargained and sold, as of certain Copyhold Lands in the said Indenture of Release covenanted to be surrendered; the Receipt and Payment of which said Sum of, &c. and for divers other, &c. **he** the said D. H. **hath** bargained, &c. unto the said R. B. his Heirs and Assigns, **All**, &c. (*the Parcels in the Release*); **To have and to hold**, &c. **To** the only Use, &c. **And** it is hereby declared, &c. (*See Tit. Declarations.*) **In Witness**, &c.

Of Messuages, &c. in Consideration of Money paid into Chancery, and other Considerations in a Release of equal Date, to a Purchaser and his Trustee, with Covenant to levy a Fine, declaring the Uses thereof to the Bargainees in Fee, in Trust for the Purchaser only.

To be inrolled in Chancery.

* J. R. is joined with M. W. to prevent M. W.'s Wife of her Dower.

THIS Indenture **Tripartite**, made, &c. **Between** S. P. of — and E. his Wife, of the first Part, J. S. of — and R. his Wife, of the second Part, and M. W. of — and J. R. * of — of the third Part, **Witnesseth**, that for and in Consideration of the Sum of 800*l.* of — paid into his Majesty's High Court of Chancery, pursuant to an Order of the said Court, bearing Date on or about — by and with the Direction of the said S. P. and T. S. and R. his Wife, testified by their Signing and Sealing these Presents; and of the further Sum of, &c. by the said M. W. to the said S. P. at or before, &c. which said Sums of — amount together to the Sum of — the Receipt whereof (as the full Consideration Money for the absolute Purchase of the — herein after mentioned to be granted, bargained and sold; and being the same Consideration mentioned in a certain Indenture *Tripartite* of Release, bearing equal Date herewith, and made between the same Parties as are Parties to these Presents) the said S. P. doth hereby acknowledge, and thereof, and of and from every Part, &c. doth hereby acquit, &c. the said W. M. his Heirs, &c. and of the Sum of 10*s.* of, &c. to the said S. P. T. S. and R. his Wife, in Hand also paid by the said M. W. and J. R. at, &c. the respective Receipts, &c. and for divers other, &c. they the said S. P. and E. his Wife, and T. S. and R. his Wife, **Have** and each of them hath bargained

gained and sold, and by, &c. unto the said *M.W.* and *J.R.* their Heirs and Assigns, **All** that, &c. (*as in the Release*); **To have and to hold**, &c. unto the said *M.W.* and *J.R.* their Heirs and Assigns, **To the Use** of the said *M.W.* and *J.R.* their Heirs and Assigns; **In Trust** nevertheless for the said *M.W.* his Heirs and Assigns for ever; **And**, &c. (See Tit. Declaration of Uses.) **In Witness**, &c.

An absolute Conveyance from a Roman Catholick (by Bargain and Sale inrolled and Fine) and by their Trustee for securing to a Mortgagee 300l. and Interest.

THIS Indenture Quinquartite, &c. Between J. B. of, &c. Esq; (Son and Heir of J. B. late of, &c. Esq; deceased, by M. his late Wife also deceased, who was the Daughter of Sir J. C. Bart. deceased), and Nephew and Heir at Law of T. B. late of, &c. Esq; deceased, and also Brother and Heir at Law of M. B. and E. B. both deceased, who were two of the Daughters of the said J. B. deceased, by the said M. his Wife, and also two of the Nieces and Devisees of the last Will and Testament of the said T. B. of the first Part, C. B. S. B. and P. B. Spinsters, the four surviving Daughters of the said J. B. deceased, by the said M. his late Wife, and also the four surviving Nieces and Devisees of the said Will of the said T. B. of the second Part, Sir F. C. of, &c. Bart. (surviving Trustee named and appointed in and by the said Will of the said T. B.) of the third Part, H. J. of, &c. Gent. of the fourth Part, and S. B. of, &c. Esq; and N. M. of, &c. Gent. of the fifth Part.

Whereas the said T. B. (being seised in Fee-simple of and in the several Messuages or Tenements, Lands and Hereditaments herein after mentioned) in and by his last Will and Testament in Writing, bearing Date, &c. *Did* (subject to several Estates thereby limited and since determined, and upon the Contingencies therein mentioned, and which have since happened and taken Effect) give all and singular his Messuages, &c. herein after particularly mentioned (amongst other Things) to the said Sir J. C. Sir F. C. (then F. C. Esq;) and T. R. Esq; (since deceased) and their Heirs; *In Trust* that they the said Sir J. C. Sir F. C. and T. R. and the Survivors and Survivor of them, and his Heirs, (after Payment of his Debts and Legacies therein mentioned) should by Sale or Mortgage of such of the said Premises thereby given unto them, as they should think fit, levy, raise and pay to the Testator's Niece the said F. B. her Executors or Administrators, the Sum of 2000*l.* *And upon further Trust*, that after Payment of the said Testator's Debts and Legacies; and of the said Sum of 2000*l.* they the said Sir J. C. Sir F. C. and T. R. and the Survivors and Survivor of them, and his Heirs, should stand and be seised of all the said Premises, *In Trust* for the said Testator's Niece F. B. and for all other the Daughters of the said J. B. deceased, by his said late Wife M. equally to be divided between them, and for the respective Heirs of the said F. B. and all and every such other Daughters, as by the said recited Will may more fully and at large appear: **And whereas** the said T. B. sometime afterwards departed this Life, without altering or revoking the said Will, or any Part thereof: **And whereas** the said J. B. deceased, did leave Issue by the said M. his Wife, living at the Time of his Death, seven Children, *viz.* one Son, the said J. B. Party, &c. and six Daughters, the said C. B. F. B. S. B. P. B. M. B. and E. B. which said M. and E. died seised of or intitled to their Right, Shares or Interest in the said devised Premises, and both Intestate and without Issue; whereby the same descended to the said J. B. Party to these Presents, as their Brother and Heir at Law: **And whereas** by Indenture *Quadrupartite* of Bargain and Sale duly inrolled in his Majesty's Court of King's Bench at *Westminster*, bearing Date on, &c. and made or mentioned to be made between the said J. B. Party, of the first Part, the said C. B. F. B. S. B. and P. B. of the second Part, J. W. Gent. and K. W. Gent. of the third Part, and the said H. J. and D. T. Gent. of the fourth Part, Reciting as therein is recited, and for the Considerations therein mentioned, they the said J. W. and K. W. (at the Request of the said J. B. F. C. B. A. A. S. B. and P. P.) and also the said J. B. Party, C. B. F. B. S. B. and P. B. *Did* grant, bargain and sell unto the said H. J. his Heirs and Assigns, *All* and singular the said Messuages or Tenements, Lands and Hereditaments; *To hold* the same Premises unto and to the Use of the said H. J. and his Heirs; **And whereas** by Indenture *Tripartite*, bearing Date the said, &c. made or mentioned to be made between the said H. J. of the first Part, the said J. B. Party, of the second Part, and the said C. B. F. B. S. B. and P. P. of the third Part; *All* the said Premises are made redeemable upon Payment of the Sum of 460*l.* 15*s.* and the Interest thereof, at 5*l.* *per Cent.* by the said J. B. Party, &c. C. B. F. B. S. B. and P. P. their or any of their Heirs, Executors, Administrators or Assigns, o the said H. J. at the Time therein mentioned and long since past: **And whereas** by a Decree pronounced on or about the 20th Day of, &c. in the High Court of Chancery, and afterwards duly inrolled in the same Court, in a certain Cause then there depending, wherein the said C. B. F. B. S. B. and P. P. were Plaintiffs, and the said

To be inrolled, being a Roman Catholic's Estate. Heirs.

Trustee. Prior Mortgagee. New Mortgagee and his Trustee Recitals, *viz.* As to the Will whereby Premises devised, &c.

To his Nieces;

As to Testator's Death without revoking, &c. As to the Nieces Names and two of their Deaths, whereby their two Shares descended to their Brother as Heir at Law. As to the prior Mortgagee paying off an Incumbrance and making a Bargain and Sale inrolled for Security to him thereof. As to the Deceasedance thereon.

As to a Decree in Court for Sale of Premises.

8 L

J. B. misses.

*J. B. Party, &c. Sir F. C. and T. R. Esq; (Son and Heir of the said T. R. deceased) were Defendants, It was ordered that the said Premises in the said County of K. should be sold either Intire or in Parcels to the best Purchasor or Purchasors, to be approved of by Mr. E. one of the Masters of the said Court, and out of the Monies arising by Sale, to pay the said F. B. the Sum of 2000 l. with Interest, and the Rest of the Money arising by the said Sale, to be divided into six equal Parts, whereof the said C. B. F. B. S. B. and P. B. are each to have one sixth Part, and the said S. B. Party, &c. the other two sixth Parts: And whereas by a subsequent Order of the said Court in the same Cause, and made on or about the, &c. thereby taking Notice that no Purchasor had offered for the said Premises, and that the said C. B. F. B. S. B. P. B. and J. B. Party, were desirous to raise a Sum of Money by Mortgage of the said Premises, in Order to pay off the said 2000 l. to the said F. B. and some other Incumbrances which did affect the same Premises; It is ordered that the said C. B. F. B. S. B. P. B. and J. B. Party, &c. should be at Liberty in the mean Time, until a Purchasor can be got, to make a Mortgage of the said Premises, with the Approbation of the said Master, for raising such Sum of Money as should be necessary, As by the said several recited Indentures and Decretal Orders and subsequent Orders, Relation being thereunto respectively had, may more fully and at large appear: And whereas there is now justly due and owing to the said H. J. from the said J. B. Party, C. B. F. B. S. B. and P. B. by Virtue of or under the said Indenture *Quadripartite*, the Principal Sum of 460 l. 15 s. and the Sum of 67 l. 4 s. 3 d. for the Interest thereof; and there is also due from them to the said H. J. the further Sum of 260 l. for Fees, Costs and Disbursements, in carrying on and soliciting the said Cause in the said Court of Chancery, and for other Business done by him for the said J. B. Party, C. B. F. B. S. B. and P. B. which said Sum of 460 l. 15 s. 67 l. 4 s. 3 d. and 260 l. do in the whole amount to the Sum of 787 l. 19 s. 3 d. And whereas R. H. of — Clerk, is intitled to a Debt from the said T. B. to the Sum of 365 l. for Principal, Interest and Costs; and the Representatives of the Reverend Mr. L. deceased, are intitled to a Debt, amounting to the Sum of 200 l. from the said B. which said Sum of 365 l. and 200 l. are all the Debts of the said T. B. that remain unsatisfied: Now this Indenture witnesseth, That for and in Consideration of the said Sum of 365 l. and 200 l. by the said S. B. (by and with the Direction and Consent of the said J. B. Party, C. B. F. B. S. B. and P. B. testified by their being Parties to and Sealing these Presents) to be paid to the said R. H. and the said Representatives of the said Mr. L. the Receipt for which same several Sums are indorsed on these Presents; and for and in Consideration of the said Sum of 787 l. 19 s. 3 d. of, &c. by the said S. B. (by and with such Consent and Direction as aforesaid) now in Hand paid to the said H. J. at, &c. the Receipt whereof, &c. and thereof doth acquit, release and discharge the said S. B. his Heirs, Executors and Administrators; and also in Consideration of the further Sum of 1647 l. 9 d. of like, &c. by the said S. B. now in Hand paid to the said J. B. Party, &c. C. B. F. B. S. B. and P. B. in the several Shares, Manner and Proportions following, viz. the Sum of 9 l. 11 s. 10 d. Part of the said Sum of 1647 l. 9 d. to the said J. B. Party, &c. the Sum of 160 l. other Part thereof to the said C. B. the Sum of 160 l. other Part thereof, to the said S. B. the Sum of 160 l. other Part thereof, to the said P. B. and the Sum of 115 l. 7 s. 8 d. (greatest Part) Residue of the said Sum of 1647 l. 9 d. to the said F. B. the Receipt and Payment of which said Sum of 1647 l. 9 d. in the several Shares and Proportions aforesaid, the said J. B. Party, doth hereby acknowledge, and thereof, &c. the said S. B. his Heirs, Executors and Administrators, (which said several Sums of 365 l. 200 l. 787 l. 193 l. and 1647 l. 9 d. do in the whole amount to the Sum of 3000 l.) and also for and in Consideration of the Sum of 5 s. a-piece, of like lawful Money to the said Sir F. C. H. J. J. B. Party, C. B. F. B. S. B. and P. B. at, &c. in Hand paid by the said S. B. and N. M. the Receipt, &c. by the said Sir F. C. as well in Pursuance of the Trust in him reposed by the said Will of the said T. B. as also in Pursuance of and Obedience to the said Decree and subsequent Order of the Court of Chancery, (and at the Request and by the Direction of the said J. B. Party, C. B. F. B. S. B. and P. B. testified as aforesaid, and by the Nomination of the said S. B. testified by his Sealing these Presents) and the said H. J. (by the like Direction and Nomination) and also the said J. B. Party, C. B. F. B. S. B. and P. B. Have, and each and every of them Hath bargained, sold and confirmed, and by these Presents Do, and each and every of them Doth bargain, &c. unto the said S. B. and N. M. and the Heirs of the said S. B. All that Capital Messuage, &c. All which said Messuages or Tenements, Lands, Hereditaments and Premises, are situate, &c. and now are or late were in the several Tenures or Occupations of, &c. at and under several yearly Rents, amounting in the whole to 185 l. and 10 s. per Ann. and upwards, and all other the Messuages, &c. in the said County of K. which were devised to the said Sir J. C. Sir F. C. and T. R. deceased, and their Heirs, in and by the said Will of the said T. B. deceased, together with all and singular Ways, &c. And the Reversion, &c. And all the Estate, &c. of them the said Sir F. C.*

And as to every Person's Part.

As to a subsequent Order thereon, whereby Parties have Power before Sale to mortgage Premises.

As to what now due to prior Mortgagee for Principal and Interest, and also a further Sum of — for carrying on said Cause and other Business.

As to the only two Debts now due from Testator.

Considerations, viz. As to the Debts paid to the Testator's Creditors.

As to the prior Mortgagee.

As to the Heirs, the Sums in several Parts and Proportions, viz.

And of 5 s. a-piece to the Trustees, to be paid by new Mortgagee and his Trustee.

Bargain and Sale. Premises.

C. (all the Grantors) or any of them, of, in, to or out of the said Capital, and other Messuages, Lands, Tenements, Hereditaments and Premises, and every or any Part and Parcels thereof; **To have and to hold** the said Capital and other Messuages, &c. herein before mentioned and intended to be hereby bargained and sold, with their and every of their respective Appurtenances, unto the said S. B. and N. M. and the Heirs and Assigns of the said S. B. to the Use of the said S. B. and N. M. and the Heirs and Assigns of the said S. B. nevertheless as to the Estate and Interest of the said N. M. in Trust for the said S. B. his Heirs and Assigns, (subject nevertheless in the first Place to the Debts of the said T. B. and to the Liabilities charged on the said Premises by the said recited Will of the said T. B.) (Covenant from the Trustee that he has done no Act; the like from Prior Mortgagee; Covenant from the Heirs to levy a Fine; Declaration of the Use thereof; Covenant, viz. seised; good Right; quiet Enjoyment; free from Incumbrances; further Assurance.) (a) **In Witness, &c.**

These Words may be omitted if Sir T. C. is satisfied they are paid, otherwise must stand.

Bargain and Sale as a further Assurance, pursuant to a Covenant in a former Deed.

THIS Indenture Sextipartite made the, &c. **Between** Sir W. D. of, &c. Bart. and Dame A. his Wife, (eldest Daughter of W. P. W. of Gray's Inn in the County of Middlesex, Esq;) of the first Part, J. B. Serjeant at Law, of the second Part, J. L. of, &c. in the Isle of Wight, Esq; R. P. of, &c. Esq; and R. H. of, &c. Esq; of the third Part, E. P. of, &c. Esq; of the fourth Part, H. W. Esq; (eldest Son of the said W. P. W. of Gray's Inn) and W. P. W. of the Inner Temple, London, Esq; (second Son of the said W. P. W. of Gray's Inn) of the fifth Part, and the said W. P. W. the Father, of the sixth Part, **Witnesseth**, that the said Sir W. D. in Pursuance of certain Covenants and Agreements made by the said Sir W. D. and comprised and specified in one Indenture *Sextipartite*, bearing Date, &c. and made between the same Parties as are to these Presents, touching and concerning his the said Sir W. D.'s making such further Assurances and Conveyances of the several and respective Manors, Lordships, Messuages, Lands, Tenements, Advowsons and Hereditaments herein after mentioned and intended to be granted, bargained and sold, as should be reasonably advised or required; and in Consideration of the Payment, or of undertaking the Payment of the Debts of the said Sir W. D. in a Schedule to the same Indenture *Sextipartite* annexed specified, amounting to the Sum of — by them the said W. P. W. the Elder, and W. P. W. Junior, and for and in Consideration of the Sum of 5s. of, &c. to him in Hand paid by the said E. P. at, &c. the Receipt, &c. **Doth** (with Consent of the said W. P. W. the Elder) **Sale:** granted, bargained, sold and confirmed, and by these Presents **Doth** grant, &c. unto the said E. P. his Heirs and Assigns for ever, **All** that House, &c. **To have and to hold** all and singular the said Premises, with their and every of their Appurtenances, unto the said E. P. his Heirs and Assigns, **To the Use** of the said E. P. his Heirs and Assigns for ever; **In Trust nevertheless** for the said W. P. W. the Elder, his Heirs and Assigns for evermore: **And this Indenture also witnesseth**, that in further Pursuance of his the said Sir W. D.'s Covenants for further Assurance, and for the Considerations aforesaid, and also in Consideration of the Sum of 10s. of like, &c. to him the said Sir W. D. in Hand paid by the said J. L. R. P. and R. H. at, &c. the Receipt, &c. and for divers, &c. **Doth** the said Sir W. D. **Doth** granted, bargained, sold and confirmed, and by these Presents **Doth** grant, &c. unto the said J. L. R. P. and R. H. and their Heirs, **All** that the Manor, &c. and all other the Manors, &c. and the Reversion, &c. **To have and to hold** all and singular the said last mentioned Premises, with their Appurtenances, unto the said J. L. R. P. and R. H. their Heirs and Assigns for ever, **To** and for the several Uses, Intents and Purposes, and subject to such Estates, Trusts, Powers, Provisoes and Limitations, as are thereof herein after limited, expressed, declared, reserved, given and provided; (that is to say) **As** to, for and concerning all such of the said last mentioned Premises as were lately held by or to the Use of, or in Trust for the late Dame M. D. (Widow and Relict of Sir W. D. Knt. and Bart. deceased, late Father of the said Sir W. D. (Party to these Presents) for or as her Jointure, to this Intent and Purpose, that they the said J. L. R. P. and R. H. and their Heirs, by, with and out of the Rents, Issues and Profits of the same Premises, shall and do pay, or cause to be paid unto the said Dame A. D. for her sole and separate Use, the yearly Sum of 50 l. free and clear of and from all and all Manner of Rates, Taxes, Impositions and Deductions whatsoever,

Consideration;

Habendum;

Second Consideration.

Sale of other Premises.

Habendum.

To Uses, subject, &c.

Jointure;

2. If necessary to have the Master to approve of this Conveyance, the Parties being all of Age?

A. It is not.

2. If necessary that all the Deeds upon the Transferring this Mortgage should be inrolled?

A. All by which the Papists convey must be inrolled, but the Defeasance from the Mortgagee does not need.

John Ward.

Live separate. soever, by quarterly Payments, at the Feasts called *Lady-Day, Midsummer, Michaelmas* and *Christmas*, during the Joint natural Lives of them the said Sir *W. D.* and Dame *A.* his Wife (if they shall so long continue to live separate and a-part, as they do now) for which her Receipt shall be a sufficient Discharge, the said yearly Sum of 50*l.* being an Addition to another yearly Sum of 100*l.* provided heretofore for her separate Use, in and by a Settlement made by the said Sir *W. D.* of the Premises, and other Lands upon his Intermarriage with the said Dame *A.* then *A. W.* Daughter of the said *W. P. W.* the Elder, and subject and chargeable to and with the Payment of the said yearly Sum of 50*l.* to the Use of the said *W. P. W. Junior*, his Heirs and Assigns for ever; but from and after the Decease of the said Sir *W. D.* the said Use and Estate of the said *W. P. W. Jun.* shall remain subject and chargeable, to and with the Payment of a due Proportion of a certain yearly Sum of 500*l.* provided for the Jointure of the said Dame *A. D.* in and by the said Marriage Settlement, and also subject and charged to and with a certain Term of 600 Years limited and raised in and by the said Marriage Settlement; **In Trust** for the Levying, Raising and Paying of certain Portions and Maintenances for such of the Children of the said Sir *W. D.* and Dame *A.* his Wife, for whom the same are thereby provided; **And subject** and charged to and with the several Uses and Estates in and by the said Marriage Settlement limited to the first and every other Son of the said Sir *W. D.* on his said now Wife begotten successively in Tail Male; and in Default of such Issue, to the said Dame *A. D.* for her Life; **And as to**, for and concerning the said Barton and Demesnes of, &c. except, &c. subject and charged to and with a Term of 99 Years, limited and raised in and by the said Marriage Settlement; in Trust for the Levying, Paying and Disposing of the said yearly Sum of 100*l.* for the separate Use of the said Dame *A. D.* during the Joint natural Lives of her and the said Sir *W. D.* and as to the same Premises so charged with the said Term of 99 Years, from the Expiration or other sooner Determination of the same Term, or the Ceasing of the Trusts thereof; **And as to**, for and concerning the said Capital Messuage and Gardens, and all other the said last mentioned Manors, &c. hereby granted, bargained and sold, or mentioned, &c. unto the said *J. L. R. P.* and *R. H.* to the Use of him the said Sir *W. D.* and his Assigns, for and during the Term of his natural Life, with such Power of making Leases, as is to him reserved and directed in and by the said Marriage Settlement; and from and after the Decease of the said Sir *W. D.* to the Use and Behoof of the said *W. P. W. Junior*, his Heirs and Assigns for ever; but in case the said Sir *W. D.* shall survive the said Dame *A.* his Wife, without Issue by him on her Body begotten, then upon any future Marriage of him the said Sir *W. D.* and upon his the said Sir *W. D.*'s first paying, or well and sufficiently securing to be paid unto the said *W. P. W.* the Elder, his Heirs, Executors or Administrators, the Sum of 1386*l.* 7*s.* 6*d.* with Interest at 5*l.* per Cent. per Ann. for the same, from the 24th Day of December last past, and also of the Sum of 4000*l.* with Interest for the same at 5*l.* per Cent. per Ann. from the 24th Day of December last past (which said Sums of 1386*l.* 7*s.* 6*d.* and 4000*l.* are the same Sums of 1386*l.* 7*s.* 6*d.* and 4000*l.* as are mentioned in the said Indenture *Scutiparite*, bearing Date, &c.) then he the said Sir *W. D.* shall have full Power, and it shall be lawful for him to limit and appoint any Parts or Parcels of the said last mentioned Premises, to or to the Use of any such after-taken Wife or Wives, for her or their Life or Lives, by Way of Jointure, so as the Lands so to be limited in Jointure, do not exceed in Value 100*l.* per Ann. for every 1000*l.* Portion, which he the said Sir *W. D.* shall receive with such Wife, and so in Proportion, or Lands not exceeding 150*l.* per Ann. for any lesser Portion than 1500*l.* and likewise to subject and charge all or any Part of the same Premises, to and with the Payment of any Sum or Sums of Money not exceeding 6000*l.* in the whole, for the Portion and Portions of the younger Sons and Daughters of such future Marriage, or for the Daughter or Daughters of such future Marriage, in case of no Son of such future Marriage; and moreover to limit and appoint all or any Part of the same Premises, unto the first and every other Son of such future Marriage successively in Tail Male, and so subject to the said Estate for Life of the said Sir *W. D.* and his Power of Leasing; and to the several other contingent Powers, which may arise and accrue to the said Sir *W. D.* as aforesaid, and from and after the Decease of the said Sir *W. D.* in the Life-time of the said Dame *A.* his Wife, subject and chargeable to and with a due Proportion of the said yearly Sum of 500*l.* provided for the Jointure of the said Dame *A.* as aforesaid, and also subject and charged to and with the said Term of 600 Years, and the Trusts thereof above mentioned, and subject and charged to and with the said Uses and Estates, to the first and every other Sons of the said Sir *W. D.* on the Body of the said Dame *A.* his Wife, begotten in Tail Male; and in Default of such Issue, then subject and charged to and with the said Use and Estates so limited, unto the said Dame *A. D.* for her Life, and when and as the said several Uses and Estates of and in the Premises shall cease and determine, or the Trusts thereof shall be duly executed and performed, and the said several Powers now in Being, and those which shall arise, shall be duly served, then and from thenceforth all and

and singular the said Premises shall continue, remain, and be to the Use and Behoof of the said *W. P. W.* the Son, his Heirs and Assigns for ever, and to and for no other Uses, Intents or Purposes, nor subject to any other Trusts or Powers whatsoever. **And this Indenture** Third Con- **further witnesseth**, that the said Sir *W. D.* for and in Consideration of the Sum of 155*l.* of sideration. like, &c. to him in Hand paid by the said *H. W.* and *W. P. W.* the Sons, at, &c. the Receipt, &c. and for divers other, &c. **Hath** granted, bargained, sold and confirmed, and by these Sale of two Presents doth, &c. unto the said *H. W.* and *W. P. W.* the Sons, and their Heirs, all that one Moiety of a Moiety of the Rectory or Parsonage of *A.* in the said County of *D.* with its Rights, Members Rectory. and Appurtenances, now held by Lease for the Term of the natural Life of *N. W.* of, &c. and all that the other Moiety of the said Rectory or Parsonage of *A.* with its Rights, Members and Appurtenances, now held by Lease for the Term of the natural Lives of him the said Sir *W. D.* and of *J. P.* and *J. T.* and the Life of the longer Liver of them, and the Reversion, &c. of both the said Moieties; **To have and to hold** the same unto the said *H. W.* and *W. P. W.* the Sons, and their Heirs, to the Use of the said *W. P. W.* the Son, his Heirs and Assigns, subject to the Payment of the yearly Sum of 10*l.* unto the said Dame *A. D.* for her separate Use, by quarterly Payments from *Christmas* last past, during the natural Life of the said Sir *W. D.* (if the said Separation between them so long continue) and subject to the Payments of the several Rents reserved to the respective Lessors thereof, and to the several Trusts for Renewing the Lease of the same, and other the Trusts thereof declared in and by the said Marriage Settlement, other than and except the Trusts thereof thereby declared for the said Sir *W. D.* and the Heirs of his Body, and in Default of such Issue, for the said Sir *W. D.* his Heirs and Assigns, which said excepted Trusts are hereby intended and agreed to be discharged; but in case the said Sir *W. D.* shall survive the said Dame *A.* his Wife, without Issue on her Body by him begotten, that then the said Trust of the said Rectory and Parsonage herein and hereby intended to be declared for the said *W. P. W.* Junior, and his Heirs, shall be subject and liable unto the like Powers in him the said Sir *W. D.* as are herein before limited and reserved unto him in the said Freehold Manors, Messuages, Lands, Tenements and Hereditaments of him the said Sir *W. D.* **And it is hereby** declared and agreed, Declaration. that the several yearly Sums of 50*l.* and 10*l.* herein before mentioned and provided for the separate Use of the said Dame *A. D.* are the same yearly Sums of 50*l.* and 10*l.* as are mentioned and provided for her separate Use in and by the above mentioned Indenture *Sextipartite*, bearing Date, &c. **And whereas** the said Sir *W. D.* hath agreed and doth intend to Agreement to levy a Fine *sur Conusance de droit come ceo*, &c. of the Freehold Premises (except the two levy a Fine. Moieties of the said Leasehold Premises) as of next *Hilary* Term, unto the said *J. L. R. P.* and *R. H.* and their Heirs, or the Heirs of one of them: **Now it is hereby declared** and Declaration of agreed by and between the said Parties to these Presents, that such Fine and all and every the Uses. other Fine and Fines levied or to be levied by or between the said Parties, or any of them, of or comprising the same Premises (except as aforesaid) or any of them, shall be and enure, and is and are hereby intended, declared and agreed to be and enure, to and for the several Uses, Intents and Purposes, and subject to the Trusts, Powers, Provisoos and Limitations herein before expressed and declared of and concerning the same Premises respectively: **And** Fourth Con- **this Indenture further witnesseth**, that for and in Consideration of the Sum of 400*l.* sideration. paid or to be paid and applied by the said *W. P. W.* the Elder, towards Satisfaction of the Debts of the said Sir *W. D.* due at the Time of his making his said Marriage Settlement, which then affected his Estate, (which Sum of 400*l.* is the same Sum of 400*l.* which is mentioned in the said Indenture *Sextipartite*, bearing Date the said 24th Day of *December* last past, as the Consideration of his the said *J. B.*'s Grant and Releafe, unto the said *E. P.* and his Heirs, of the Lands and Tenements herein after mentioned) and for and in Consideration of the Sum of 5*s.* of like, &c. unto him the said *J. B.* now in Hand paid by the said *E. P.* the Receipt, &c. **He** the said *J. B.* (by the Direction and Appointment of the said Sir *W. D.* Sale. and that upon the Nomination of the said *W. P. W.* the Father, testified by their being respectively Parties to these Presents and their respective Executions hereof,) **Hath** granted, bargained, sold and confirmed, and by these Presents doth grant, bargain, sell and confirm unto the said *E. P.* his Heirs and Assigns for ever, **All** that the fourth Part of the said Manor of, &c. which hath not heretofore been sold by him the said *J. B.* to any other Person, and the Reversion, &c. **To have and to hold** all and singular the said last mentioned Premises, with their Appurtenances, unto the said *E. P.* his Heirs and Assigns, **To** the Use of the said *E. P.* his Heirs and Assigns for ever; **In Trust nevertheless** for the said *W. P. W.* the Father, his Heirs and Assigns for evermore. **In Witness, &c.**

A Bill of Sale of a Rent-Charge payable out of a Manor, &c. by a Mother to her Son, who is intitled to the Manor, to prevent a Forfeiture.

THIS Indenture Tripartite, made the, &c. **Between** the Right Honourable E. Viscountess Dowager J. (Widow and Relict of the Honourable J. N. late of, &c. Esq; deceased) of the first Part, and J. N. of, &c. Esq; eldest Son and Heir of the said J. N. deceased, by the said Viscountess his Mother, of the second Part, and A. B. of the third Part, **Whereas** by Virtue of a certain Indenture bearing Date, &c. made between the said J. N. the Father, deceased, (by such Addition as therein mentioned) and the said Viscountess his Wife, of the one Part, and L. C. jun. Esq; and C. S. Clerk, (by such other Additions as therein also mentioned) of the other Part, for the Considerations therein expressed, she the said E. Viscountess Dowager, is now intitled to one Annuity or yearly Rent-Charge of 250*l.* per Ann. for and during her Life, issuing and payable out of **All** that the Manor, &c. in the said Indenture mentioned, situate, &c. payable in Manner as therein is expressed, to which said Manor and Premises so charged, as aforesaid, he the said J. N. (Party hereto) is now intitled: **Now this Indenture witnesseth**, that for and in Consideration of the great Love and Affection which the said Viscountess J. hath and beareth unto her said eldest Son J. N. and also in Consideration of the Sum of 5*s.* of, &c. to her the said Viscountess in Hand paid by the said A. B. at, &c. the Receipt, &c. and for divers, &c. **She** the said E. Viscountess Dowager J. **hath**, and by these Presents **Doth** grant, bargain and sell unto the said A. B. **All** that the before mentioned Annuity or yearly Rent-Charge of 250*l.* per Ann. so issuing and payable to her the said Viscountess out of the said Manor, &c. and also all the Estate, &c. **To have and to hold** the said Annuity or yearly Rent-Charge of 250*l.* per Ann. hereby bargained and sold unto the said A. B. his Executors, Administrators and Assigns from henceforth, for and during the full End and Term of 99 Years, from henceforth to be computed, and fully to be compleat and ended, if the said Viscountess Dowager J. shall so long live; **In Trust nevertheless** for the Use and Benefit of the said J. N. (Party hereto) his Heirs and Assigns, and to be conveyed, assigned and disposed of as he or they shall direct or appoint; **And in Trust** to defend and protect the Title which he the said J. N. (Party hereto) his Heirs or Assigns, hath, have or shall have to the said Manor, Hereditaments and Premises, out of which the said yearly Rent-Charge is so issuing as aforesaid. **In Witness, &c.**

The Mother
intitled to a
Rent-Charge;

the Son inti-
tled to the
Lands.

A Bargain and Sale (to be inrolled) of an undivided fourth Part of a Plantation in Nevis; also an Assignment of a fourth Part of Negroes and Stock, &c.

THIS Indenture, &c. Between W. D. of, &c. (Son and Heir of W. D. who was the Son and Heir of C. D. and M. his Wife, heretofore called M. N. one of the four Aunts and Coheiresses of E. M. deceased, the late Wife of Captain W. M. also deceased, which said E. M. was the only Child and Heir at Law of W. N. late of the Island of Nevis in America, who was the only Brother of the said M. N. and her three Sisters) and E. the Wife of the said W. D. Party hereto, of the one Part, and T. W. of London, Merchant, of the other Part, **witnesseth**, that for and in Consideration of the Sum of — of, &c. to the said W. D. Party hereto, in Hand well and truly paid by the said T. W. at, &c. (in full for the absolute Purchase of his the said W. D.'s full undivided fourth Part of and in the Plantation, Lands, Hereditaments and Negroes, and the Fee-simple and Inheritance thereof herein after granted, bargained and sold) the Receipt, &c. And in Pursuance and Conformity of an Act of the Commander in Chief, General Council and General Assembly of his Majesty's *Leward Caribbee Islands in America*, made the 4th Year of the Reign of her late Majesty Queen Anne, for the supplying the want of Fines and Recoveries in those Islands, and for making any Deed or Deeds duly executed and acknowledged before any of the Justices of the Court of Common Pleas in the Kingdoms of England or Ireland, or any of those Islands, equivalent to a Fine and Recovery, or Fines and Recoveries, duly and regularly levied and suffered in any of the Courts of Record at *Westminster*; and to the End and Intent that all Right of Dower, and all Estates-Tail, Reversions and Remainders thereupon expectant or depending of and in the said Hereditaments and Premises, may be fully and effectually extinguished, barred, docked and destroyed, and for other good Causes and valuable Considerations them moving, they the said W. D. and E. his Wife **have**, and each of them **hath** granted, bargained, sold, released and confirmed, and by these Presents **Do**, and each of them **Doth** freely, clearly and absolutely grant, &c. **All** that his the said W. D.'s, Party hereto,

Consideration
Money.

As to an Act
whereby pre-
sent Deed be-
ing acknow-
ledged, &c.
to be an equi-
valent as to a
Fine, &c.

hereto, full undivided fourth Part of and in all that Plantation or Tract of Land commonly called or known by the Name of *Nareen's Plantation*, situate, lying and being in the said Island of *Nevis*, containing by Estimation 30 Acres; be the same more or less, (which Plantation was heretofore the Estate of Inheritance of the said *W. N.* and descended from him to his only Child the said *E. M.* and now is or late was in the Tenure or Occupation of — his Under-tenants or Assigns, and also his the said *W. D.*'s, Party hereto, full undivided fourth Part of and in all Houses, Out-houses, Edifices, Buildings, Sugar-works, Mills, Stills, Coppers, Negroes and Ways, Paths, Passages, Easements, Profits, Commodities, Liberties, Privileges, Advantages, Hereditaments and Appurtenances whatsoever to the said Plantation or Tract of Land belonging or in any wise appertaining, or therewith used or enjoyed, or accepted, reputed, deemed, taken or known as Part or Parcel thereof, or to be Freehold, or of the Nature of Freehold, and to go with or as Part of the Inheritance of the said Plantation, according to the Laws, Custom or Usage of the said Island of *Nevis*, and also all and every other the Plantation, Lands, Messuages, Tenements and Hereditaments whatsoever of him the said *W. D.* Party hereto, or of any Person or Persons in Trust for him, situate, lying and being in the Island of *Nevis* aforesaid, and the Reversion, &c. and all the Estate, &c. together with all and every the Deeds, &c. **To have and to hold** the said undivided fourth Part of the said Plantation or Tract of Land, and all and singular other the Hereditaments and Premises herein before mentioned and intended to be hereby granted, bargained and sold, with their and every of their Appurtenances, unto the said *T. W.* his Heirs and Assigns, to the only Use and Behoof of the said *T. W.* his Heirs and Assigns for ever: **And this Indenture further witnesseth**, that the said *W. D.* (for the Considerations aforesaid, and of the further Sum of 5*s.* to him also paid by the said *T. W.*) **Hath**, and by these Presents **Doth** freely, clearly and absolutely grant, bargain, sell and assign unto the said *T. W.* **All** that his the said *W. D.*'s full fourth Part of and in all and every the Negroes and other Slaves, and their Offspring, and of and in all Horses, and other Cattle and Beasts, and also of and in all Mills, Stills, Works, Tools, Utensils, Materials, Provisions, Accommodations, Stock, and other Things to the said therein before granted, bargained and sold Plantation or Tract of Land and Premises, belonging or in any wise appertaining, or therewith or with any Part thereof now or late used, occupied, employed or enjoyed, and which, according to the Laws, Custom or Usage of the said Island of *Nevis*, are considered or deemed to be Chattels or Personal Estate; and all the Estate, Right, Title, Interest, Possession, Property, Claim and Demand whatsoever or howsoever of him the said *W. D.* of, in and to the same Premises; **To have**, hold, receive, take and enjoy all and singular the last herein before mentioned and intended to be hereby bargained, sold and assigned Premises, unto and to and for the only Use and Benefit of the said *T. W.* his Executors, Administrators and Assigns for ever.

Assignment of
4th Part of
Negroes,
Stock, &c.

A Bargain and Sale of Timber, &c. to Trustees, for Payment of several Mortgages, &c.

THIS Indenture, made, &c. **Between** *A. H.* of, &c. Esq; of the one Part, and the Honourable *J. B.* Esq; (only Brother of the Right Honourable *G. Earl of C. H. H.* of, &c. Esq; and *R. H.* of, &c. Esq; of the other Part. **Whereas** the said *A. H.* is now seised of an Estate in Fee-simple of and in *The several Manors and Lordships of, &c.* and in certain Farms, Woods and Lands in, &c. and also of the several Manors, &c. in, &c. and of divers Messuages, &c. **And whereas** there are great Quantities of Wood and Timber now growing in and upon the aforesaid Manors, Woods and Lands, which are now and have been for several Years past of full Growth, and if not speedily felled and cut down, will perish and decay; and there are other Woods and Hedge-rows within several of the Inclosures or Fields, wherein the Timber-Trees grow so thick or near each other, that unless Part thereof be felled and cut down, the Growth of the Whole will be spoiled or greatly diminished: **And whereas** the said *A. H.* hath lately intermarried with the Right Honourable the Lady *E. B.* (only Daughter of the Right Honourable the Earl of *B.*) and in Consideration of the said Marriage, and 1000*l.* the said Lady *E.*'s Portion, **Hath** agreed to settle the said Manors and Premises in Jointure, and on the Issue of that Marriage, in common Form of Settlement; but in Regard the said Manors and Premises so agreed to be settled are charged with several Mortgages, it is agreed that all Wood and Timber now growing on the same, and now fit to be cut and felled, (except as herein after is expressed) shall be totally excepted out of the said intended Settlement, and be assigned to Trustees in order to sell the same, and by the Money arising by such Sale and Sales, to discharge the said Manors and Premises so agreed to be settled as aforesaid: **Now this Indenture witnesseth**, and to the End,

Recitals, viz.
That Grantor
is seised in
Fee of several
Manors, &c.
As to Quantity of Timber, Thickness, full Growth, &c.
As to a Marriage had, and of settling said Manors, &c.
and Mr P.'s Agreement touching selling and selling Timber, to discharge Pre-Intent miffes, &c.

Testificand. Intent and Purpose, that by Cutting and Sale of Wood and Timber only of and from the before and herein after mentioned Manors, Lands, Hereditaments and Premises, the several Debts and Incumbrances set forth in the Schedule hereunder written may be paid off and discharged in such Manner as herein after is mentioned, and also for and in Consideration of the Sum of 10 s. of, &c. to the said *A. H.* in Hand paid by the said (*three Trustees*) at or before, &c. the Receipt, &c. and for divers, &c. **He** the said *A. H.* hath granted, bargained and sold, and by these Presents **Doth**, &c. unto the said (*three Trustees*) their Executors, Administrators and Assigns, **All** and every the Timber-Trees and Woods now fit to be felled and cut, of him the said *A. H.* standing, growing and being in or within the before mentioned several and respective Manors of, &c. together with full Power and free Liberty of Ingress, Egress and Regress, Way and Passage to and for them the said (*Trustees*) and the Survivors and Survivor of them, and the Executors, Administrators and Assigns of such Survivor, and to and for their and every of their Agents and Servants, with Workmen, Horses, Carts and Carriages, to enter and come in and upon and through all or any Part or Parts of the before mentioned Manors, Hereditaments and Premises, or any of them, at all seasonable Times, to view, fell, cut down, grub up, hew, saw, square, work out, cord, stack, cart and carry away all the said Timber and Trees and Woods, and also to sell and dispose of the same, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as he the said *A. H.* could or might have done the same in Case these Presents had not been made, and all the Right, Title, Interest, Property, Claim and Demand whatsoever of the said *A. H.* of, in or to the said hereby bargained and sold Timber, Trees, Woods and Premises; **Except** and always reserved out of this present Grant, all Saplings of Oak, Ash and Elm, and all Hedges and Hedge-rows, and all Trees in any regular Walk, or which serve for Ornament or Shelter, or are near to or commodious for the said Capital Messuage or Manor-house called the *G. To have* and to hold the said Timber, Timber-Trees, Woods, and all and singular other the Hereditaments and Premises herein before mentioned, and intended to be hereby granted, bargained and sold, with their and every of their Appurtenances, (except as is herein before excepted) unto and to the Use of them the said (*Trustees*), their Executors, Administrators and Assigns for ever; **Nevertheless upon the several Trusts, Ends, Intents and Purposes**, and under and subject to the several Provisoes and Agreements herein after mentioned, expressed and declared of and concerning the same, *viz.* **Upon this special Trust**, that they (*the Trustees*) the said *J. B. H. H. H.* and *R. H.* and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, shall and may from Time to Time by themselves, their Agents and Workmen, enter and come into and upon all and singular the said Manors and Premises, to view the said Woods, Timber and Trees, fit to be cut, and to fell, cut down, grub up, measure, square, cord, stack and carry away the same with Carts and other Carriages, and for the best Price that can be got to sell and dispose of all or any Part of the said Wood and Timber: **And upon this further Trust**, that they the said Trustees and the Survivors and Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and do (after Deduction of all Costs and Charges touching the same, in Manner as herein after is mentioned) pay and apply all and every the Sum and Sums of Money to be raised and paid by such Sale of the said Timber and Timber-Trees and Woods as shall be felled, cut and sold as aforesaid, to and for Payment to the several Mortgagees and Bond-Creditors, and their respective Assigns and Representatives, the said several Debts and Incumbrances in the said Schedule hereunder written, particularly mentioned and set forth, together with all Interest Monies now due and to incur due for the same respectively, and together also with all Costs and Charges which shall or may arise or happen for or by Reason of Non-payment of any of the said Debts and Incumbrances, or for or by Reason of transferring, assigning, discharging, or otherwise touching or concerning the same, or any of them; **The said several Debts and Incumbrances**, to be paid to the said several Mortgagees and their respective Assigns, in Order and Course according to their Priority, or else in such other Manner as they the said Trustees, or the major Part of them, shall at any Time think most proper and convenient; **And from and after Payment and Satisfaction of all the said several Debts and Incumbrances**, and also of all Interest Monies, and likewise of all Costs and Charges touching the same in Manner as aforesaid, **Then as** to all Surplus Monies to arise and be made by the Sale of such Wood and Timber to be so cut and felled as aforesaid (if any such Surplus Monies there shall be) **In Trust** for the said *A. H.* (if living) and his Assigns; **But** if dead, **Then** to and for such Person or Persons, and on such Uses and Trusts, as he the said *A. H.* shall by any Deed or Will in Writing, executed in the Presence of three or more credible Witnesses, have directed, limited or appointed; and in Default of such Appointment, then to and for the Executors or Administrators of the said *A. H.* and to, for and upon no other Trust, Intent or Purpose whatsoever; **Provided always**, and it is hereby expressly agreed and declared by and between all the Parties hereunto, and the true Intent and Meaning of them and of these Presents

Grant. The Timber, &c. in the Manors, &c. Liberty.

Exception.

Habendum.

Trusts, viz.

To enter and view, and fell and cut, &c.

To fell at best Price.

Further Trust. After Deduction of all Charges, &c. to apply the Monies for Payment of the Debts in Schedule, and of all Interest and Costs, &c. touching the same. Said Debts to be paid according to Priority, or as major Part of Trustees should think proper.

The Surplus Monies (if any) to the Grantor if living, but if dead, then as he by Will, &c. shall direct, and on

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is, that it shall and may be lawful to and for them the said J. B. H. H. H. and R. H. (by and with the Approbation and Consent of the said A. H. during his Life, and afterwards at their own Discretion) from Time to Time, and at all Times, to place and put out at Interest all the Monies by them received that shall be so raised and paid for Sale of the said Wood and Timber, upon any Mortgage or Mortgages, or into any publick Bank or Fund, or upon any other Securities, either Real or Personal, as they, or the major Part of them, shall think fit, until such Time and Times only as the said Debts and Incumbrances, or any of them in the said Schedule mentioned, shall become payable, according to their Priority as aforesaid, or shall have been paid, according to the true Intent and Meaning of these Presents: **And also** that they the said Trustees shall and may from Time to Time, and at all Times, until such Mortgage or Mortgages, or Security or Securities can be found, to pay and deposit the Monies arising by such Sale as aforesaid, or of any Part or Parts thereof, unto and with such Person or Persons, or in such Place or Places for safe Custody, as they, or the major Part of them, shall agree, direct and appoint; and further, that they the said Trustees, and the Survivors and Survivor of them, or the Heirs, Executors, Administrators or Assigns of such Survivor, or any or either of them, shall not be answerable for or liable to make good the Loss of any Money that shall or may happen in the Sale of any Wood or Timber, or in any such Mortgaging, Placing out, Disposing or Depositing as aforesaid, unless it be by or through their wilful Act, Neglect or Default: **And** that it shall and may be lawful to and for them the said Trustees, and every of them, in the first Place out of the said Trust Monies and Premises to deduct, reimburse and repay themselves respectively all such Costs, Charges, Damages and Expences, as they, or any of them, shall or may expend or be put unto in or about the Execution of the Trusts hereby in them reposed, or any Thing relating thereunto: **And** that they shall not be answerable or accountable for one another's Acts, Receipts, Payments, Defaults or Miscarriages; any Thing to the contrary thereof notwithstanding. **And lastly**, that they the said J. B. H. H. H. and R. H. and the Survivors and Survivor of them, or the Heirs, Executors, Administrators or Assigns of such Survivor, shall and do pay and apply the said Monies so to be raised as aforesaid, and the Interest and Proceed thereof, after such Deduction of their Costs and Charges, in Manner as aforesaid, according to the several Trusts herein before mentioned and expressed touching and concerning the same. (a) **In Witness, &c.** (All Parties.)

Default, then to his Executors, &c. Usual Power to indemnify Trustees. Trustees (with Consent of Grantor during his Life, and afterwards at their own Discretion) to put out the Monies at Interest, &c. until some of Debts payable, &c. To deposit the Monies, &c. until some Security found. Not to be answerable for any Loss, &c. unless thro' Wilfulness. To reimburse themselves all their Charges, &c. Not to be answerable for one another's Acts.

Secondly, Bills of Sale.

Of Goods and Chattels.

KNOW all Men by these Presents, That I A. B. of — in Consideration of the Sum of — to me in Hand paid by C. D. of — at and before the Sealing and Delivery of these Presents, the Receipt whereof I do hereby acknowledge, **Have** bargained, sold, released, granted and confirmed, and by these Presents **Do** bargain, sell, release, grant and confirm unto the said C. D. **All** the Goods, Household-Stuff, and Implements of Household, and all other Goods and Chattels whatsoever mentioned in the Schedule hereunto annexed, now remaining and being in — **To have and to hold** all and singular the said Goods, Household-Stuff and Implements of Household, and every of them, by these Presents bargained, sold, released, granted and confirmed unto (the only proper Use and Behoof of) the said C. D. his Executors, Administrators and Assigns for ever, freely, quietly, peaceably and intirely, without any Contradiction, Claim, Disturbance or Hindrance of any Person whatsoever, and without any Account to me, or to any other whomsoever to be made, answered, or hereafter to be rendered; so that neither I the said A. B. nor any other for me, or in my Name, any Right, Title, Interest or Demand of, in, to or for the said Goods, &c. or any Part or Parcel thereof, ought to exact, challenge, claim or demand at any Time or Times hereafter, but from all Action, Right, Estate, Title, Claim, Demand, Possession and Interest thereof, shall be wholly barred and excluded, by Force and Virtue of these Presents: **And** I the said A. B. for myself, my Executors and Administrators, all and singular the said Goods and Household-Stuff unto the said C. D. his Executors, Administrators and Assigns, against me the said A. B. my Executors, Administrators and Assigns, and against all and every other Person and Persons

Warranty:

(a) A Covenant for further Assurance is not necessary.

Mr. H. cannot cut the Timber of any Estate in Mortgage, the Timber passing with the Lands. And I am of Opinion, A Grant of this Nature indefinitely conveying all Timber, may be attended with very ill Consequences, since the Trustees may by this Deed deface the whole Estate, cut down all Trees, Hedge-rows, &c. and not leave sufficient for Repairs.

Nath. Pigott. Middle Temple, May 10, 1728.

whatsoever, shall and will warrant, and for ever defend, by these Presents, of which Goods, &c. I the said *A. B.* have put the said *C. D.* in full Possession, by delivering him one Silver Cup in the Name of all the said Goods and Chattels, at the Sealing and Delivery hereof. *In Witness, &c.*

Sealed and Delivered (being first duly stamped) and Livery and Seisin of the Goods and Premises above bargained and sold, delivered by the said *A. B.*'s giving and delivering to the said *C. D.* one Silver Spoon in the Name of the whole Goods and Premises in the Presence of ———.

Or Livery and Seisin may be indorsed thus :

Memozandum, The Day and Year first within written Livery and Seisin of the Goods and Premises within bargained and sold, was delivered by the said *A. B.* to the said *C. D.* by the said *A. B.*'s giving and delivering to the said *C. D.* one Silver Cup in the Name of Livery and Seisin of the whole Goods and Premises within mentioned, in the Presence of us.

Of Goods conditional, in Nature of a Mortgage.

To all to whom these Presents shall come, I *A. B.* of ——— send Greeting. **Know** ye, that I the said *A. B.* for and in Consideration, &c. (as in the last to) and for ever defend by these Presents: **Provided** always, and it is hereby agreed between the said Parties to these Presents, that if I the said *P. H.* my Executors, Administrators or Assigns, or any of us, do and shall well and truly pay or cause to be paid unto the said *C. D.* or his Attorney, his Executors, Administrators or Assigns, the Sum of ——— on ——— at ——— for the Redemption of the said hereby bargained Premises, then these Presents, and every Clause, Article, Condition and Thing herein contained, shall cease and be void, otherwise to remain in full Force and Effect. *In Witness, &c.*

Proviso of Redemption.

Or it may upon Occasion be made stronger, thus :

This Indenture, made, &c. Between, &c. Witnesseth, that the said *J. G.* for and in Consideration, &c. the Receipt, &c. Bath, &c. (as in the first Bill of Sale, mutatis mutandis, to) and for ever defend by these Presents: **Provided**, &c. (as in the second Bill of Sale, mutatis mutandis, to) remain in full Force and Effect. **And** the said *J. G.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *J. H.* his Executors, Administrators and Assigns, by these Presents, as follows, (to wit) That in Case the said *J. G.* his Executors or Administrators, shall make Default in Payment of the said ——— l. or any Part thereof, at the Time and Place in the Condition before in these Presents contained, then the said *J. H.* his Executors, Administrators and Assigns, shall and may, for the Consideration aforesaid, peaceably and quietly have, hold and enjoy to his and their own proper Use for ever, the said ——— and all the Premises above by these Presents bargained, sold, released, granted and confirmed, or mentioned or intended so to be, and every Part and Parcel thereof, with all and singular the Appurtenances, without any lawful Let, Suit, Trouble, Expulsion, Ejection, Molestation or Denial of the said *J. G.* his Executors or Administrators, or of any other Person or Persons whatsoever: **And** also that he the said *J. G.* his Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *J. H.* his Executors, Administrators or Assigns, the said Sum of ——— in Manner and Form as aforesaid, according to the true Intent and Meaning of these Presents. **And** the said *J. H.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *J. G.* his Executors, Administrators and Assigns, by these Presents, that he the said *J. H.* his Executors, Administrators and Assigns, shall and will immediately after the Receipt of the said ——— l. according to the true Meaning of the Condition aforesaid, upon reasonable Request of the said *J. G.* well and truly re-deliver unto the said *J. G.* his Executors, Administrators or Assigns, the said ——— and all other of the said Premises, which ——— the said *J. H.* received of the said *J. G.* at and before the Ensealing and Delivery hereof, in as good Case as the same, and every of them, at this present Time now are. *In Witness, &c.*

Covenant that if Default be made of Redemption, to hold for ever.

Covenant to pay the Money in the Proviso. To return Goods on Payment of the Money.

N. B. Livery and Seisin to be indorsed.

Of Household Goods mentioned in a Schedule, for the Consideration expressed in a Release of the Inheritance of the Premises where the Goods remain.

THIS Indenture, made, &c. **Between** J. H. of — Esq; of the one Part, and H. M. of — of the other Part: **Whereas** the said H. M. has contracted and agreed with the said J. H. for the absolute Purchase of a Piece or Parcel of Ground, and the Messuage, &c. thereon erected in — (being the Estate and Inheritance of the said J. H.) together with the several Household Goods and Things in and about the said House, and mentioned and described in the Schedule hereunto annexed, for the Sum of — and the said Piece or Parcel of Ground, Messuage, &c. have been by Indentures of Lease and Release bearing Date — and made between the same Parties as are Parties to these Presents, in Consideration of the said Sum of — paid to the said J. H. by the said H. M. granted and conveyed unto and to the Use of the said H. M. his Heirs and Assigns, as by the said Indentures of Lease and Release may more fully appear: **Now this Indenture witnesseth**, That in Consideration of the said Sum of — paid to the said J. H. by the said H. M. as aforesaid, the Receipt, &c. he the said J. H. hath granted, bargained and sold, and by these Presents **Doth** grant, &c. unto the said H. M. his Executors, &c. **All** and singular the Household Goods, Household-Stuff, Furniture and Things mentioned and expressed in the Schedule hereunto annexed, and all the Estate, &c. **To have and to hold** the said several Household Goods, &c. mentioned, &c. from henceforth, unto the said H. M. his Executors, &c. to the Use and Behoof of the said H. M. his Executors, &c. for ever, as for his and their own Goods and Chattels. **In Witness, &c.**

Of a Moiety of Goods on Board a Ship, the other Moiety being Salvage, the Ship having been taken by the French and re-taken.

THIS Indenture, made, &c. **Between** J. B. of and belonging to Boston in New England, Merchant, but now in London, of the one Part, and H. A. of the City of Bristol, Merchant, of the other Part. **Whereas** the said J. B. in or about the Month of October last past, shipped on Board the good Ship called the — whereof A. C. was then Master, and which was then riding at Anchor in the River of Thames, and bound for Boston in New England aforesaid, the Goods, Wares and Merchandizes hereafter mentioned and described; which said Ship and Merchandizes on or about the 20th Day of November last past was taken by a French Ship of War, and re-taken on or about the 28th Day of the same Month by the M. Privateer of the said City of Bristol, and carried into and is now in the said Port, by which re-taking the Captors belonging to the said Privateer are intitled to a Moiety of the said Goods, the other Moiety remaining the Property of the said J. B. **Now this Indenture witnesseth**, that the said J. B. for and in Consideration of the Sum of 850*l.* of, &c. which he owes to the said H. A. on Account of Goods heretofore sold by the said H. A. to him the said J. B. and the Charges thereon, **Hath** granted, bargained, sold and assigned, and by these Presents **Doth**, &c. unto the said H. A. his Executors, Administrators and Assigns, **All** his Moiety, Share, Right, Title, Interest and Property of and in two Trunks, eight Bales, one Chest, one Hogshead, one Barrel, and one small Cask of Merchandize, and the Contents thereof; which Goods, Wares and Merchandizes, were as aforesaid shipped on Board the said Ship, and are now at Bristol aforesaid, and are or were marked and numbered as in the Margin of the Bill of Lading hereunto annexed, Reference being thereunto had, may more fully appear; **To have and to hold** the said Moiety and Share of the said Goods, Wares and Merchandizes, to the said H. A. his Executors, Administrators and Assigns for ever: **Provided nevertheless**, that if the neat Produce arising from the Sale or Disposal of the said Moiety or Share of the said Goods, Wares and Merchandizes, after deducting all necessary Charges on Account of the same, shall amount to more than the said Sum of 850*l.* then the said H. A. does hereby for himself, his Executors, Administrators and Assigns, covenant, promise and agree, to and with the said J. B. his Executors, Administrators and Assigns, that he the said H. A. will be accountable for and pay such Surplus to the said J. B. whensoever he shall be thereto required after such Sale or Disposal. **In Witness, &c.**

Of the eighth Part of a Ship.

TD all, &c. I A. B. of — send Greeting. Know ye, that I A. B. for and in Consideration, &c. — have, &c. — unto the said C. D. his Executors, Administrators and Assigns for ever, the one full eighth Part of the Ship called — of the Port of — in the County of — of the Burthen of — Tons, or thereabouts, and whereof one — is at present Master, now lying and being in — together with one full eighth Part of all the Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Boats, Oars, Pieces of Ordnance, Guns, Gunpowder, Shot, Tackle, Apparel, Ammunition, Provision and Furniture to the said Ship belonging or appertaining; **To have and to hold** the said eighth Part of the said Ship, and all other the Premises hereby bargained and sold, with their and every of their Appurtenances, and every Part and Parcel thereof, unto the said C. D. his Executors, Administrators and Assigns for ever, as his and their own proper Goods, and to his and their own proper Use and Uses for ever; **AND** I the said A. B. do for myself, my Heirs, Executors and Administrators, covenant, grant and agree, to and with the said C. D. his Executors and Assigns by these Presents, that I the said J. G. at the Time of Sealing and Delivery hereof (notwithstanding any Act or Thing done by me to the contrary) am the true and lawful Owner and Proprietor of the said eighth Part of the said Ship and Premises hereby granted, with the Appurtenances; **AND** have full Power and lawful Authority (notwithstanding such Act or Thing as aforesaid) to grant and convey the said eighth Part of the said Ship and Premises hereby mentioned to, be granted, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, in Manner and Form aforesaid; **AND** that it shall and may be lawful to and for the said C. D. his Executors, Administrators and Assigns, from Time to Time, and at all Times hereafter, quietly and peaceably *To have, hold and enjoy* the said eighth Part of the said Ship, and all other the Premises hereby granted, with the Appurtenances, without any Let, Molestation, Disturbance or Denial of me the said A. B. my Executors, Administrators or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim, from, by, or under me, them, or any of us (except, &c.) (*free from Incumbrances*). **In Witness, &c.**

Covenant that
Bargainor is
Right Owner,

and hath Pow-
er to convey;

for peaceable
Enjoyment.

Of Goods and Chattels to save harmless from Bonds.

TD all, &c. I R. C. of — send Greeting. Know ye, that I R. C. as well for indemnifying and saving harmless J. F. of — his Heirs, &c. and every of them, of and from all Manner of Bonds and Writings obligatory whatsoever, wherein the said J. F. is and stands bound for me the said R. C. in any Sum or Sums of Money to any other Person or Persons whatsoever, as also in Consideration of the Sum of *gs.* of — to me in Hand paid, at or before the Sealing, &c. the Receipt, &c. and for divers other good Causes and Considerations me hereunto moving, **Have given, granted, &c.** (*as before in the first Bill of Sale of Goods*) for ever defend by these Presents, (*and then add this Proviso*): **Provided always**, that if I the said R. C. my Executors, &c. or any of us, do or shall from Time to Time, and at all Times hereafter, clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said J. F. his, &c. and all his and their Goods and Chattels, Lands, Tenements and Hereditaments, and every of them, of and from all and singular Bonds and Writings obligatory whatsoever, wherein and whereby the said J. F. at the Request, or for the Debt of me the said R. C. is and standeth bound to any Person or Persons whatsoever in any Sum or Sums of Money, and of and from all and all Manner of Actions, Suits, Charges, Troubles, Expences and Demands whatsoever, which shall and may in any wise hereafter happen, come, grow, or be to or against the said J. F. his, &c. or any of them, for or by Reason of the said Obligations and Writings obligatory, or any of them, or any Thing in them or any of them mentioned or contained, then this present Deed or Grant, and every Thing herein contained, shall be utterly void, otherwise to remain in full Force. **In Witness, &c.**

Proviso that if
Bargainor
save harmless,
then to be
void.

Of Goods distrained for Rent.

THIS Indenture, &c. Between N. C. (the Landlord) of — J. R. Constable of the Hundred of — D. C. of — J. F. of — and H. R. of — of the one Part, J. S. of — and T. S. of — of the other Part, **Witnesseth**, that it is affirmed by the said N. C. and testified by the said D. C. upon his Oath sworn before the said Constable, that on the — Day of — last past, the said N. C. in the Presence of the said D. C. did enter into

into a Messuage and Lands called S. Farm in H. within the Hundred aforesaid, and for — l. of Rent, at the Feast of — last past, due to him the said N.C. from S.F. upon a Demise, whereby the said S.F. held the said Farm of the said N.C. and did distrain there, and found the Goods and Chattels following (*to wit*) [*recite the Particulars.*] And it is further testified by the said D.C. and also by the said J.F. and H.R. upon their Oaths sworn before the said Constable, that after such Distress taken (*to wit*) on the — Day of — last past, the said N.C. did, at the chief Mansion-House of the said Farm, give publick Notice of the said Distress, and the Cause thereof, and a Note thereof in Writing, expressing the Particulars of the said Goods and Chattels distrained, and of the said Rent for which the same were distrained, did then and there deliver unto E. Daughter of the said S.F. and the said D.C. J.F. and H.R. upon their Oaths aforesaid, have truly appraised all the said Goods and Chattels distrained at — l. And this Indenture witnesseth, That the said Goods and Chattels being yet unreplevied, the said M.C. with the Constable aforesaid, for and in Consideration of — l. being the best Price that can be gotten for the said Goods and Chattels, by the said J.S. and T.S. paid to the said N.C. towards Satisfaction of the said Rent of — l. for which the said Goods and Chattels were distrained, Have bargained and sold, and by these Presents Do bargain and sell unto the said J.S. and T.S. All the Goods and Chattels before herein mentioned to be distrained as aforesaid; To hold unto J.S. and T.S. as their only proper Goods and Chattels for ever. In Witness, &c.

Note; It is the best to make so many Parties, for the more easy proving afterwards (if Occasion be) the Regularity of the Proceedings.

A Conditional Bill of Sale of Goods seized by a Landlord for Rent, for securing Rent due and to be due next Quarter-Day.

To all, &c. sendeth Greeting. Whereas the said W.W. being now justly indebted to A.Y. Widow, W.B. Esq; and T.B. Soap-Maker, in the Sum of 25 l. for half a Year's Rent due on Christmas-Day last past for their House, situate, &c. and now in the Occupation of the said W.W. She the said A.Y. on Behalf of herself and of the said W.B. and T.B. hath on the Day of the Date hereof entred upon the said House and made a Seizure of his the said W.W.'s Household Goods and Furniture therein, and put a Person in Possession thereof; But the said W.W. not being at present able to pay the said 25 l. hath requested the said A.Y. to give him some Time for so doing; and for securing to her as well of the said 25 l. as also of the Sum of 12 l. 10 s. which will be due for another Quarter's Rent at Lady-Day next, he the said W.W. hath agreed to make this his Bill of Sale of all his Plate, Household-Goods and Furniture, unto the said A.Y. in such Manner, and subject as herein after is mentioned: Now know ye, and these Presents witness, that the said W.W. in Pursuance of the said recited Agreement, and in Consideration of the Sum of 5 s. of lawful Money to him now paid by the said A.Y. and for divers, &c. hath and by these Presents Doth freely, clearly and absolutely give, grant, bargain, sell, and in due Form of Law deliver unto the said A.Y. All and singular the Pieces of Plate, Beds, Bedding, Household-Goods and Furniture of him the said W.W. mentioned and set forth in a Schedule or Inventory indorsed on the Back hereof, and subscribed by him the said W.W. and all and singular other the Household-Goods and Furniture whatsoever belonging to the said W.W. and which are now in his Dwelling-House in Fleet-street aforesaid, and all the Right, Interest, Property, Benefit, Advantage, Claim and Demand whatsoever or howsoever of him the said W.W. of, in and to the said Premises; To have, hold, take and enjoy the said Plate, Household-Goods and Furniture, and all and singular other the Premises hereby bargained and sold, or mentioned or intended so to be, unto and to and for the only Use and Benefit of the said A.Y. her Executors and Assigns, from thenceforth as and for her and their own proper Goods for ever; (*subject nevertheless to the Proviso herein after contained for Redemption thereof, and for the better, &c.*) and to which she and they are hereby intended to have a legal Right and Property; And for the better Confirmation, &c. and the said W.W. for himself, his Executors, &c. ever defend by these Presents, subject nevertheless, &c. viz. Provided always, that upon this Condition nevertheless, that if the said W.W. his Executors, &c. do and shall well and truly pay, or cause to be paid unto the said A.Y. her Executors and Assigns, the said Sum of 25 l. of, &c. so now due and owing as aforesaid, to be paid on the first Day of March now next ensuing, and the said further Sum of 12 l. 10 s. on the 25th Day of March now next ensuing, and which will be then due for the said other Quarter's Rent, and that without any Deduction or Abatement whatsoever or howsoever (save and except the King's Tax, on Delivery of proper Acquittances for the same to the said A.Y.) then this present Bill of Sale, and every Clause, Act and

Thing herein contained, shall be absolutely void and of no Effect, to all Intents and Purposes whatsoever. **In Witness, &c.**

A Bargain and Sale of an Annuity, &c.

THIS Indenture made, &c. Between R. W. of — of the one Part, and T. C. of — of the other Part. **Whereas** T. W. late of — deceased, Father of the said R. W. in and by his last Will and Testament, bearing Date on or about — among other Legacies and Bequests therein and thereby given, limited, published, expressed and contained, did give and bequeath unto the said R. W. one Annuity or yearly Rent of — issuing, arising, accruing or coming out of all those Lands, Tenements, &c. as in and by the said Will, Relation being thereunto had, may more fully appear: **And whereas** the said Annuity or yearly Rent, by and at the Decease of the said T. W. did descend and come to the said R. W. Party to these Presents, and his Assigns, for and during all the Rest and Residue of the said Term of — Years then to come and unexpired: **Now this Indenture witnesseth**, that the said R. W. for and in Consideration of the Sum of — to him in Hand paid by the said T. C. the Receipt, &c. **Dath** given, granted, bargained, sold, aliened, released and confirmed, and by these Presents **Doth** fully, clearly and absolutely give, &c. unto the said T. C. his Heirs and Assigns, **All** that the aforesaid Annuity or yearly Rent of — and every Part and Parcel thereof, and all his Estate, Right, Title, Interest, Use, Property, Claim or Demand whatsoever of him the said R. W. of, in or to the same Annuity or yearly Rent, and every Part or Parcel thereof; together with all Deeds, Wills, Evidences, Escripts and Writings whatsoever, touching or concerning the same, or any Part and Parcel thereof; **To have**, hold, levy, receive, take and enjoy the said Annuity or yearly Rent, and every Part and Parcel thereof, unto the said T. C. his Executors, Administrators and Assigns, to his and their only proper Use and Behoof, for and during all the Residue and Remainder of the said Term of — Years to come and unexpired, in as large, ample and beneficial a Manner, to all Intents, Constructions and Purposes, as the said R. W. may, might, would or could have had, held, levied, received, taken and enjoyed the same. **In Witness, &c.**

An absolute Bargain and Sale of Goods and Stock, in Consideration of Maintenance, &c.

THIS Indenture made, &c. Between O. T. of, &c. of the one Part, and J. W. of, &c. of the other Part, **Witnesseth**, that the said O. T. in Consideration of the Covenants herein after mentioned on the Part of the said J. W. to be performed, and for and in Consideration of 5 s. to him in Hand paid by the said J. W. and for divers, &c. the said O. T. **Dath** granted, bargained and sold, and by these Presents doth, &c. unto the said J. W. his Executors, Administrators and Assigns, **All** his six Mares and one Colt, his three Cows, his two Waggon, all his Corn and Hay, and all and singular his Bedding, Linen, Brals, Pewter, and other Household-Goods, and all other his Goods, Cattle and Chattels whatsoever upon his Farm in A. aforesaid, and which together with the said Farm were this Day put into the Hands and Possession of the said J. W. **To have and to hold** all and singular the said Goods, Cattle, Chattels and Premises hereby granted unto the said J. W. his Executors, Administrators and Assigns for ever absolutely; **And** the said J. W. in Consideration of the Premises, doth hereby for himself, his Heirs, Executors and Administrators, covenant and agree with the said O. T. his Executors and Administrators, in Manner following, *viz.* that he the said J. W. his Executors and Administrators, shall and will at his and their Costs and Charges maintain and keep the said O. T. during his Life, with good and sufficient Meat, Drink, Washing and Lodging, at his the said J. W.'s own Dwelling-House (if the said O. T. shall think fit to live with him) and if the said O. T. shall be minded to live with any other Person, that then and in such Case, he the said J. W. his Executors and Administrators, shall and will pay to the said O. T. yearly, for or on Account of his Maintenance at such other Place, the Sum of 3 l. and after that Rate for any greater or lesser Time than a Year, that the said O. T. shall be minded to dwell with any other Person than the said J. W. and also that he the said J. W. his Executors and Administrators, shall pay and allow unto the said O. T. yearly and every Year during his natural Life, 20 s. a Year for spending Money; the same to be paid to the said O. T. at four equal Payments to be computed from this Day. **In Witness, &c.**

Consideration.

Sale.

Covenant to maintain the Bargainor for Life, or to allow a certain Sum *per Ann.*

and allow spending Money.

A Bill of Sale of Goods, as a Collateral Security for Money due on a Bond of even Date.

THIS Indenture made, &c. **Between** J. W. of, &c. of the one Part, and J. B. of, &c. of the other Part. **Whereas** the said J. W. by his Bond or Obligation bearing even Date with and executed immediately before these Presents, is and stands bound unto the said J. B. in the penal Sum of 200*l.* with Condition thereunder written for Payment of the Sum of 100*l.* with legal Interest unto the said J. B. in such Manner as therein is mentioned: **Now this Indenture witnesseth**, that for the further and better securing Payment of the said Sum of 100*l.* and Interest, unto the said J. B. his Executors, Administrators and Assigns, according to the true Intent of the said Bond, and in Consideration of the Sum of 5*s.* of lawful Money now paid by the said J. B. to the said J. W. the Receipt, &c. and for divers, &c. **He** the said J. W. **hath** granted, bargained, sold, assigned and set over, and by these Presents **Doth** hereby freely, clearly and absolutely grant, bargain, sell, assign, set over and deliver in due Form of Law, unto the said J. B. **All** and singular the Beds, Bedding, Household-Goods and Furniture, and other the Goods, Chattels and Things in the Schedule or Inventory hereunder written particularly mentioned and expressed, and all the Right, Interest, Benefit, Advantage, Property, Claim and Demand whatsoever, both at Law and in Equity, of him the said J. W. of, in and to the said hereby granted and sold Premises; **To have**, hold, receive, take and enjoy all and singular the said hereby bargained and sold Premises, unto and to and for the only Use and Benefit of the said J. B. his Executors, Administrators and Assigns from henceforth for evermore, as and for his and their own proper Goods and Chattels; **And** the said J. W. for himself, his Executors and Administrators, all and singular the hereby bargained and sold Goods, Chattels and Premises, unto the said J. B. his Executors, Administrators and Assigns, against all and every Person and Persons whomsoever, shall and will warrant and for ever defend by these Presents: **Provided always**, and upon this Condition nevertheless, that if the said J. W. his Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid unto the said J. B. his Executors, Administrators and Assigns, the said Sum of 100*l.* of, &c. with lawful Interest for the same, on the — Day of — next ensuing the Date hereof, according to the true Intent of and in Discharge of the herein before recited Bond, that then as well these Presents, as also the said Bond, shall be void and of no Effect; any Thing to the contrary thereof in any wise notwithstanding. **And** the said J. W. for himself, his, &c. doth hereby covenant, &c. to and with the said J. B. his, &c. in Manner as follows, (to wit) That he the said J. W. now hath good Right, &c. to grant, &c. all and singular the hereby bargained and sold Goods, Chattels and Premises, unto and to the Use of the said J. B. his Heirs and Assigns in Manner as aforesaid; **And** that the same now are, and so shall remain, free and clear of all and all Manner of Charges and Incumbrances whatsoever; **And also** that he the said J. W. his Executors or Administrators, shall and will well and truly pay the said Sum of 100*l.* and Interest, unto the said J. B. his Executors, Administrators or Assigns, on the said — Day of — now next ensuing, without any Deduction whatsoever, in Discharge of the said Bond and of the above proviso, according to the true Meaning thereof. **And lastly**, that in case Default shall be made in Payment of the said Sum of 100*l.* and Interest, on the Day herein before limited for Payment thereof, it shall and may be lawful for the said J. B. his Executors, Administrators and Assigns, with any Person or Persons, as he or they shall think fit, to enter and come into and upon the now Dwelling-House of him the said J. W. wherein the said Goods and Chattels are now held or placed, and then to fetch and carry away the said Goods and Chattels, and to sell and dispose of the same, and out of the Money to arise by Sale thereof, to pay and retain to him and themselves, the said Sum of 100*l.* and Interest, and all Charges touching the same; he and they rendering to the said J. W. his Executors or Administrators the Overplus-Monies (if any such shall be); any Thing to the contrary thereof notwithstanding.

Thirdly, Of Bankrupts Estates.

A Bargain and Sale of a Bankrupt's Personal Estate from the Commissioners to the Assignees.

THIS Indenture made, &c. **Between** T. B. R. M. Esqrs. and G. J. Gent. of the one Part, and R. H. of, &c. and J. M. of, &c. of the other Part. **Whereas** the Recital of the King's Majesty's Commission, under the Great Seal of Great Britain, grounded upon the several

and of the
Commission-
ers Proceed-
ings thereon,

who declare
the Person to
be a Bank-
rupt,

and find him
possessed of se-
veral Effects.

veral Statutes made concerning Bankrupts, bearing Date at *Westminster* the — Day of — last, hath been awarded against *T. R.* of, &c. directed unto the said *T. B. R. M.* and *G. J.* and also to *J. M. Esq;* and *R. W. Gent.* thereby giving full Power and Authority unto them the said Commissioners, four or three of them, to execute the same, as by the said Commission, Relation, &c. **And whereas** the said *T. B. R. M.* and *G. J.* being the major Part of the Commissioners in the said Commission named, having begun to put the said Commission into Execution, upon Examination of Witnesses, and other good Proof, upon Oath before them had and taken, have found that the said *T. R.* for some Time past, before the Date and Suing forth of the said Commission, used and followed the Trade of a — and kept a House in, &c. and also during the Time of his Trading, did buy and sell great Quantities of, &c. as a — and endeavouring to get his Living thereby, and did during the Time of his said Trading and Dealing as aforesaid, become justly and truly indebted unto the said *R. H.* in the Sum of 500*l.* and upwards, and to the other his Creditors in several Sums of Money; **And** being indebted as aforesaid, did in the Judgment of the major Part of the said Commissioners become a Bankrupt to all Intents and Purposes, within the Compass and true Meaning of the several Statutes made concerning Bankrupts, or within some or one of them, before the Date and Suing forth of the said recited Commission: **And whereas** the said Commissioners, Parties to these Presents, being the major Part of the Commissioners in the said recited Commission named, in further Execution of the same, and upon like due Examination of Witnesses, have found, or otherwise it appeareth unto them, that the said *T. R.* at the Time he became a Bankrupt as aforesaid, had and was possessed of divers Wares, Household and other Goods of several Kinds and divers Quantities of, &c. and also of Pewter, Brasses, and other Utensils, Chattels, Estate and Effects, in and about his said House and Shop, and other Places; and also it appeareth to the said Commissioners, Parties to these Presents, that there are several Debts, Sum and Sums of Money, due and owing and belonging to the said *T. R.* by and from several Persons.

(*Or it may be thus, —* was possessed of, interested in, or intitled to divers Household-Goods, and other Goods, Wares and Merchandises then remaining or being in or about his said Dwelling-House and Shop, situate, &c. which have been seized by Virtue of a Warrant under the Hands and Seals of the major Part of the said Commissioners named and authorised in and by the said Commission, the Particulars whereof are mentioned, set down and expressed in the Schedule to these Presents annexed; **And also** of, in or to divers other Goods, Wares, Merchandises, and other Things, now or late in the Possession of divers and sundry Persons, in Trust for him the said *T. R.* the Particulars whereof are also mentioned and expressed in the Schedule to these Presents annexed; **And also** of, in or to divers Book-Debts, and other Debts and Sums of Money due, owing and payable to the said *T. R.* and his Estate, by and from divers and sundry Persons, the Particulars whereof, and the Names of the several Persons from whom the same are due, owing or payable, are also mentioned, &c. in the said Schedule to, &c.)

Consideration.

Now this Indenture witnesseth, that the said Commissioners, Parties to these Presents, by Force and Virtue of the said Commission, and the Statutes therein mentioned, and for and in Consideration of the Covenants and Agreements herein after in these Presents, on the Behalf of the said *R. H.* and *J. M.* (Assignees of the said Bankrupt's Estate and Effects, duly chosen by the major Part of the Creditors present at a Meeting pursuant to a Notice in the *London Gazette* for that Purpose) to be done and performed, **Have** ordered, bargained, sold, assigned and set over, and by these Presents **Do**, as much as in them lieth, and they lawfully may, order, bargain, sell, assign and set over to the said *R. H.* and *J. M.* **All** and singular the said Household-Goods, and other Goods, Chattels, Effects, Debt and Debts, Sum and Sums of Money, and other Things, Estate and Premises, of and belonging to him the said *T. R.* and every Part thereof, and all other the Personal Estate, Debts, Goods and Effects of him the said *T. R.* whatsoever and wheresoever.

Bargain and
Sale, or Af-
signment of
the Effects to
the Assignees.

(*Or the Effects may be mentioned thus, agreeable to the Variation before mentioned in the Recital of them — All* and singular the said Household Goods, and other Goods, Wares and Merchandises, and also all the Debts and Sums of Money particularly mentioned, set down and expressed in the said Schedule hereunto annexed, and all other Goods, Wares and Merchandises, Debts, Sum and Sums of Money, and other Effects of or belonging to the said *T. R.* which now are, or at the Time he became Bankrupt were remaining or being in or about his said Dwelling-House or Shop, or in the Hands or Possession of, or due or owing by or from the several Persons named in the said Schedule, or any of them, or any other Person or Persons whatsoever; and all the Right, Title, Interest, Property, Profit, Claim and Demand whatsoever of him the said *T. R.* of, in, to or out of the Premises, or any Part or Parcel thereof, in any wise howsoever.)

To have and to hold the said Household-Goods, and all and singular other the Goods, *Habendum.*
 Chattels, Debts, Effects and Personal Estate whatsoever of him the said T. R. unto the said
 R. H. and J. M. their Executors and Administrators for ever; **In Trust** nevertheless to and
 for the Use and Uses herein after mentioned and expressed; (that is to say) **In Trust** to and *In Trust.*
 for the Use and Behoof and Benefit, as well of them the said R. H. and J. M. as all other
 the Creditors of the said T. R. who have already, or shall hereafter in due Time, come in and
 seek Relief by Virtue of the said recited Commission, according to the Direction and Limita-
 tion of the several Statutes whereupon the same is grounded, and to no other Use, Intent or
 Purpose whatsoever; **And** the said R. H. and J. M. for themselves, their Executors and Ad- *The Assignees*
 ministrators, do hereby covenant, promise and agree, to and with the said T. B. R. M. and *covenant to*
 G. J. the said Commissioners, Parties to these Presents, that the said R. H. and J. M. shall *get in the*
 and will from Time to Time, and at all Times hereafter, with all convenient Speed, and by *Debts and*
 all lawful Ways and Means they may or can, endeavour to sue for, recover and get in the *Effects,*
 Estate, Debts, Effects and Premises hereby bargained, sold, assigned and set over, or men-
 tioned or intended so to be; **And also** shall with like convenient Speed sell and dispose of the *and dispose*
 Estate and Effects, when so gotten in, to and for the best Profits and Advantages they can *thereof to the*
 raise, make or advance by Sale, or other Disposition thereof. *best Advan-*
tage,

(Or — Speed, as well to sell and dispose of all and singular the Goods, Wares and Mer-
 chandises mentioned in the said Schedule hereunto annexed, or hereby intended to be assigned
 for the best, &c.)

And also that they the said R. R. and J. M. their Executors and Administrators, shall and *and account to*
 will give and render to the said T. B. R. M. and G. J. Commissioners, Parties to these Pre- *the Commis-*
 sents, or to the major Part of the Commissioners, by the said Commission authorised, upon *sioners,*
 reasonable Request to the said R. H. and J. M. their Executors and Administrators, a just,
 true, plain and perfect Account of all and every Part of the said Estate, Effects, Debts,
 Sum and Sums of Money, and other the Premises hereby bargained, sold, assigned and set
 over unto the said R. H. and J. M. which he or they shall get in, recover or receive by Vir-
 tue of these Presents; and such Debts, Sum or Sums of Money, or other Satisfaction, as shall
 be had, made, raised, received and gotten in by them, or any of them by Virtue of these
 Presents, or otherwise howsoever.

(Or — of all such Sum and Sums of Money, and other Estate of the said T. R. as already
 have or hath, or at any Time hereafter shall come to the Hand, Use or Possession of the said
 T. R. his Executors, Administrators or Assigns, or any of them, or any other Person or Per-
 sons by his or their Order, or in Trust for him or them, by Virtue, &c. *ut supra.*)

And further that they the said R. H. and J. M. their Executors and Administrators, shall *and assign such*
 and will pay, satisfy and deliver over the said Effects, &c. to the said T. B. R. M. and G. J. *Part of the*
 Commissioners, Parties to these Presents, or to the major Part of the Commissioners in the *Bankrupt's*
 said Commission authorised, to be ordered, disposed of or distributed, as they shall order and *Estate as shall*
 direct, *in some convenient Time*, from and after they the said R. H. and J. M. their Executors, *remain undi-*
 Administrators and Assigns, shall have had and received the same, or any Part thereof. *posed of, and*
deliver the

(Or — shall and will, upon such *reasonable Notice* or Request as aforesaid, assign and *Monies re-*
 transfer all such Part of the said T. R.'s Estate and Effects herein mentioned or intended to *ceived that*
 be hereby assigned, as shall then remain unfold and undisposed of; and also pay and deliver *they may be*
 all such Sums, &c. as shall in the mean Time be had, raised or received by them the said *divided.*
 R. H. and J. M. their, &c. or any of them by Virtue of these Presents, or otherwise out of
 the said T. R.'s Estate, unto the said Commissioners, &c. or to such Person or Persons as they
 shall direct or appoint.)

To the End the said Commissioners, Parties to these Presents, may in due Time order,
 distribute, divide and dispose thereof, for and towards Payment and Satisfaction of the said
 just Debts, due and owing by the said T. R. to such his Creditors who have already sought,
 or shall hereafter in due Time come in and seek, Relief by Virtue of the said Commission;

And moreover that they the said R. H. and J. M. their Executors, Administrators and As- *Covenant to*
 signs, or some of them, shall and will from Time to Time, and at all Times hereafter, save, *indemnify the*
 defend, keep harmless and indemnified the said Commissioners, Parties to these Presents, and *Commission-*
 every of them, their and every of their Heirs, Executors and Administrators, of, from and *ers.*
 against all and all Manner of Actions, Suits, Troubles, Damages, Losses, Costs, Charges
 and Expences whatsoever, which may happen or come to, or be brought or prosecuted against
 them, or any or either of them, or against the Lands, Tenements, Goods and Chattels of
 them, or any or either of them, and which they or any or either of them may suffer, sustain
 or be put unto, for or by Reason of this present Deed of Assignment, or their or any of their
 lawful Intermeddlings and Dealings in any of the Estate of the said T. R. or their or any of
 their Proceedings in the legal Execution of the above recited Commission, or by Force, Virtue
 or Colour thereof. **In Witness,** &c.

A Bargain and Sale of a Bankrupt's Real Estate, from the Commissioners to the Assignees.

THIS Indenture Tripartite, made, &c. Between R. M. G. J. Esqrs. and R. W. Gent. of the first Part, T. R. late of, &c. (the Bankrupt) of the second Part, and R. H. of, &c. and J. M. of, &c. of the third Part. **Whereas** the King's Majesty's Commission under the Great Seal of Great Britain, &c. [Reciting the issuing of the Commission, the Commissioners putting the same in Execution, and finding T. R. a Bankrupt thereon, the same as in the Assignment of the Personal Estate.] **And whereas** (a) the said Commissioners, Parties to these Presents, being the major Part of the Commissioners in the said recited Commission named, in further Execution of the same, and upon like due Examination of Witnesses have found, or otherwise it appeareth unto them, that the said T. R. at the Time he became a Bankrupt as aforesaid, was seised and possessed of, interested in, or intitled unto divers and sundry Manors, Messuages, Lands, Tenements and Hereditaments in the Counties of Bucks, Cambridge, &c. and elsewhere in the Kingdom of Great Britain: **Now this Indenture witnesseth**, that the said Commissioners, Parties to these Presents, being the major Part of the Commissioners named and authorized in and by the said Commission of Bankruptcy, in further Execution thereof, and of the several Statutes therein mentioned, and by Force and Virtue of the same, and of the Power and Authority in them hereby given, and also in Consideration of the Covenants herein after reserved and contained on the Part and Behalf of the said R. H. and J. M. (Assignees of the said Bankrupt's Estate and Effects, duly chosen by the major Part of the Creditors, at a Meeting pursuant to a Notice in the *London Gazette* for that Purpose) to be done and performed, **have** bargained and sold, and by these Presents (as much as in them lieth, and they lawfully may) **do**, and each of them **doth** bargain and sell; **And** the said T. R. in Consideration of the Sum of 5*s.* of lawful Money of Great Britain, to him in Hand paid, at or before the Sealing and Delivery of these Presents by the said R. H. and J. M. the Receipt whereof is hereby acknowledged, **hath** bargained and sold, and by these Presents (as much as in him lieth, and he lawfully may) **doth** bargain and sell unto the said R. H. and J. M. and to their Heirs and Assigns, **All** those the Manors, &c. &c. (the Parcels of all the Real Estates) and also all other the Manors and reputed Manors, Messuages, Lands, Tenements and Hereditaments in the said Counties of, &c. whereof, wherein or whereunto the said T. R. or any Person or Persons in Trust for him, now is, or at the Time of his becoming a Bankrupt was, seised or possessed of, interested in, or intitled unto, any Estate of Freehold or Inheritance, either in Possession, Reversion, Remainder or Expectancy, or otherwise howsoever, or wherein or whereunto the said T. R. or any Person or Persons in Trust for him, can or may have, or claim any Estate or Interest, Right, Title, Profit, Produce, Rent, Share, Claim or Demand whatsoever, either in Law or Equity, or otherwise howsoever; **And** the Reversion and Reversions, Remainder and Remainders, Rents, Issues, Emoluments, Profits, Commodities, Advantages and Appurtenances whatsoever to the said Manors or reputed Manors, Messuages or Tenements, Lands, Hereditaments and Premises, or any Part or Parcel thereof belonging or in any wise appertaining, together with all Deeds, Escripts, Minuments and Writings, relating to all or any Part of the said Manors, Messuages or Tenements, Lands, Hereditaments and Premises hereby bargained and sold, or intended so to be; **To have and to hold** the said Manors or reputed Manors, Farms, Messuages or Tenements, Lands and Hereditaments, and all and singular other the Premises herein before mentioned and intended to be hereby bargained and sold, with their and every of their Rights, Members and Appurtenances, unto the said R. H. and J. M. their Heirs and Assigns, for such Estate and Estates and Interests, as the said T. R. had therein respectively at the Time of his becoming Bankrupt, and at the Time of issuing forth of the said Commission of Bankruptcy against him, or at any Time since, and in as full and ample Manner and Form, to all Intents and Purposes whatsoever, as the said T. R. his Heirs or Assigns, might or could have held and enjoyed the same, if he the said T. R. had not become a Bankrupt, and if these Presents had not been made; **In Trust** nevertheless to and for the Use, Behoof, Benefit and Advantage of the said R. H. and J. M. and the rest of the Creditors of the said T. R. who already have, or shall in due Time come in and seek Relief under the said Commission; **And** the said R. H. and J. M. for themselves severally and respectively, and each for his own respective Heirs, Executors and Administrators, and not one for the other, or for the Heirs, Executors or Administrators of the other, or for the Act or Deed of the other, do covenant, promise, grant and agree, to and with the said Commissioners, Parties to these Presents, their Executors

(a) See another Form of this Recital, and of the Estates being appraised, at the End of this Precedent.

and Administrators, that they the said *R. H.* and *J. M.* their Heirs and Assigns, shall and will with all convenient Speed, use their best Means and Endeavours to sell and dispose of the Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned and intended to be hereby bargained and sold, for all such Estate and Interest, as the said *T. R.* had therein at the Time he became a Bankrupt, for the most and best Price and Prices that can be got for the same; And that they the said *R. H.* and *J. M.* shall and will, and give Account within the Time limited and appointed by an Act of Parliament, made in the fifth Year of his present Majesty's Reign, intituled, *An Act to prevent the committing of Frauds by Bankrupts*, give unto the said Commissioners, Parties to these Presents, or to the major Part of the Commissioners, in and by the said Commission named and authorised, fair and just Accounts of their Receipts, Payments and Disbursements, on Account of, touching or concerning the Estate and Effects of the said *T. R.* and shall and will distribute and divide amongst the Creditors of the said *T. R.* who shall have come in and proved their Debts under the said Commission (in and make Distribution. Proportion to their respective Debts) all such Part of the neat Produce of the Estate and Effects of the said *T. R.* as the said Commissioners, Parties to these Presents, shall from Time to Time order and direct; And further, [a Covenant by the Assignees to indemnify the Commissioners as in the Assignment of the Personal Estate.] In Witness, &c.

Recital of Commissioners finding the Bankrupt seised of real Estates, &c. which they caused to be appraised.

AND whereas, &c. (as in the like Recital in the last Precedent to) — was seised in his Demesne as of Fee-simple, or of some other Estate or Estates of Inheritance, in Possession, Reversion, Remainder or Expectancy, or for the Term of his natural Life, or intituled to the Equity of Redemption, or was otherwise interested or intituled, of, in or to the several Freehold and Copyhold Messuages, Lands, Tenements or Hereditaments herein after mentioned, with their Appurtenances; (that is to say) Of, in, or to all that Capital Messuage or Freehold, Tenement, Barn, &c. And also of, in or to all those Closes, &c. And also of, in or to all that Piece or Parcel of Meadow-Ground, &c. All which Premises are situate, &c. And Copyhold, also of, in or to all that Copyhold Messuage, &c. lying, &c. and held of the Manor of, &c. now or late in the Tenure, &c. All which said Freehold and Copyhold Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, the said Commissioners, Parties to these Presents, or the major Part of the Commissioners, by the said Commission authorised, have caused to be viewed, valued, rented and appraised, by honest Men of Skill and Judgment, who have valued the Estate and Interest of the said *T. R.* of and in the Premises, at the Sum of, &c. and no more, in Regard the same stand charged with several Mortgages, Premises mortgaged, upon which great Sums are due for Principal and Interest. Now, &c.

The Parcels described with Reference to the above Recital.

— All and singular the said Freehold and Copyhold Messuages, Lands, Tenements, Hereditaments and Premises herein above mentioned or described, with their and every of their Rights, Members and Appurtenances, and all Houses, Outhouses, &c. (See Tit. **Parcels**;) And also all other the Freehold and Copyhold Messuages, Lands, Tenements and Hereditaments whatsoever, lying within the said County of, &c. whereof or wherein, or whereunto he the said *J. S.* at the Time he became Bankrupt, had or now hath any Estate, Right, Title or Interest in Possession, Reversion, Remainder or Expectancy, or for Term of his natural Life, or otherwise howsoever, with their and every of their Rights, Members and Appurtenances; and all the Estate, &c. and the Reversion, &c. together with all Deeds, &c.

Covenant that the Assignees will get into Possession and sell the Premises.

AND the said *R. H.* and *J. M.* for themselves, &c. do covenant, &c. to and with the said Commissioners, Parties to these Presents, their, &c. in Manner, &c. that they the said *R. H.* and *J. M.* their, &c. shall and will use their best Endeavours, by all lawful Ways and Means, and with all convenient Speed, to enter upon, and recover and get into his, their, or some of their Possession or Power, all and singular the said Messuages, &c. herein before mentioned or intended to be hereby bargained and sold, with their and every of their Appurtenances; And shall and will from Time to Time, with all convenient Speed, after the same, or any Part thereof shall have come to their, or either or any of their Possession or Power, sell and dispose of the same for the best and greatest Rates and Prices, that can or may be really and bona fide had or obtained for the same.

Special

Special Recital of an Assignment of a Bankrupt's Estate, wherein a former Assignee had not acted, and an Assignment of a Bankrupt's Effects to a Creditor who had taken upon him to act.

Recital of a Person being chosen Assignee, but has not intermeddled.

One of the Creditors has paid the greatest Part of the Debts; therefore the Commissioners assign to him the Bankrupt's Effects.

AND whereas although the said *B. M.* was chosen Assignee, and such Assignment was so made to him of the said *D. B.*'s Estate, Debts and Effects, upon the Trust and for the End and Purpose aforesaid; yet he the said *B. M.* hath not received any of the Debts set forth in the before mentioned Schedule to be due to the said Bankrupt's Estate, nor hath he the said *B. M.* any ways acted or intermeddled in the said Trust so vested and reposed in him as aforesaid: **And** whereas the said *J. K.* (one of the Creditors of the said *D. B.* hath actually, out of his own proper Monies, paid and satisfied to the said *B. M.* his full Debts due from the said Bankrupt's Estate, and hath also paid to the greatest Part of the other Creditors of the said *D. B.* the most Part of their respective Debts due to them from the said Bankrupt's Estate, by Monies whereof he the said *J. K.* is now become the Principal Creditor of him the said *D. B.* **Now** this Indenture witnesseth, That they the said Commissioners, Parties hereto, being fully satisfied, that he the said *J. K.* hath out of his own Estate truly paid and satisfied to the said *B. M.* and the other Creditors of the said *D. B.* all or the greatest Part of their respective Debts, so due to them in Manner as aforesaid; and to the End that as well the said *J. K.* may be repaid all such Monies so by him paid as aforesaid; as also that all such other Creditors of the said *D. B.* may be paid their remaining Debts out of the herein after assigned Estate, Debts and Effects now belonging to him the said *D. B.* as far as the same will extend to pay and satisfy, in such Manner as herein after mentioned; and also in Consideration of the Sum of *5s.* of, &c. to them the said Commissioners, Parties hereto, and to the said *B. M.* in Hand paid by the said *J. K.* at, &c. the Receipt, &c. and also in Consideration of the Covenants herein after in these Presents, on the Part and Behalf of the said *J. K.* his Executors and Administrators, covenanted and agreed to be paid and performed; they the said Commissioners, Parties hereto, in further Execution of the said Commission, and by Force and Virtue of all Statutes enabling them thereto, and at the Request, and by the Direction and Appointment of the said *B. M.* testified, &c. **Have** ordered, granted, sold, assigned and set over, and by these Presents they the said Commissioners, Parties hereto, (at the Request, and by and with the Direction and Appointment of the several other Creditors of the said *D. B.* who have signed their Names on the Back hereof, testifying their Consent and Approbation to the Assignment hereby made) **Do**, as much as in them the same Commissioners lieth, and they lawfully may do, order, &c. unto the said *J. K.* his, &c. **All** and every the several Debts and Sums of Money now due, owing or belonging unto the said *D. B.* or his Estates, by and from the several Persons hereunder written, and which are particularly mentioned and set forth against each of their respective Names, (being the same several Debts or Sums of Money which are mentioned and set forth in the said Schedule to the said recited Indenture annexed;) and also all and every other the Debts, Goods and Effects whatsoever, as are now any ways due, owing or belonging to the Estate of the said *D. B.* by or from any other Person or Persons whatsoever; **To have and to hold**, ask, demand, sue for and recover, &c. **Nevertheless upon the Trust**, and for the Ends and Purposes following; In the first Place to this Intent and Purpose, that it shall and may be lawful to and for the said *J. K.* his Executors, &c. by and out of the said hereby assigned Monies, &c. to deduct and repay to him and themselves, and to his and their own Use and Benefit, all and every such Sum and Sums of Money, as he the said *J. K.* hath already actually paid to the said *B. M.* and the said other Creditors of the said *D. B.* for **As to Residue.** and towards Payment and Discharge of their respective Debts as aforesaid; and also from and after Payment of all his and their Costs, Charges and Expences, touching and concerning the Recovering and Receiving of the hereby assigned Monies and Premises, and subject thereunto; then upon this special Trust, that he the said *J. K.* his, &c. shall pay and dispose of all and singular the Residue of the said hereby assigned Monies and Premises, when and as by him or them received, unto and amongst all and every the Creditors of the said *D. B.* as have not been already paid their respective Debts, or any Part thereof, and who have sought, or shall hereafter in due Time come in and seek Relief by Virtue of the said Commission, and contribute towards the Charge thereof, according to the Statutes in that Case made and provided; the said Residue of the hereby assigned Monies and Premises, to be paid to and amongst all and every such Creditors, for and towards Payment and Discharge of their respective Debts, rateably and proportionably, as far as the same will extend to pay and satisfy, in such Manner, as they the said Commissioners, or the major Part of them, shall by any Deed or Writing direct or appoint, and to and for no other Use, Trust, Intent or Purpose whatsoever.

Bills.

A Bill Penal for the Payment of Money.

K NOW all Men by these Presents, that I W. B. of — do owe unto J. F. of — the Sum of 10 l. of lawful Money of *Great Britain*, to be paid unto the said J. F. his Executors, Administrators or Assigns, on the — next ensuing the Date hereof; for which Payment, well and truly to be made, I bind myself, my Heirs, Executors and Administrators, in 20 l. of like lawful Money, firmly by these Presents. **In Witness** whereof I have hereunto set my Hand and Seal this — Day of — in the Year of our Lord —.

A Bill without a Penalty.

K NOW all Men by these Presents, that I R. C. of — do owe and am indebted unto J. F. of — in the Sum of 10 l. of lawful Money of *Great Britain*, to be paid unto the said J. F. his Executors, Administrators or Assigns, on the — Day of — next ensuing the Date hereof; for which Payment well and truly to be made, I bind myself, my Heirs, Executors and Administrators firmly by these Presents. **In Witness**, &c.

A Bill of Credit.

THIS present Writing witnesseth, that I R. C. of — Merchant, do undertake to and with J. F. of — Merchant, his Executors and Administrators, that if he deliver unto Sir C. R. Knt. or any of his Assigns, to his Use, any Sum or Sums of Money, amounting to the Sum of — l. of lawful Money of this Realm, or under, and shall take in my Name a Bill under the Hand and Seal of the said C. R. confessing and shewing the Certainty thereof; that then I, my Executors or Administrators, having the same Bill delivered to me or them, shall immediately upon the Receipt of the same, pay or cause to be paid unto the said J. F. his Executors, Administrators or Assigns, all such Sums of Money as shall be contained in the said Bill; for which Payment in Manner and Form aforesaid, well and truly to be made, I bind myself, my Executors, Administrators and Assigns by these Presents. **In Witness**, &c.

Bonds.

I. An Obligation from one to one, with a Condition, for Payment of Money on a Day certain.

K NOW all Men by these Presents, that I B. R. of — in the County of — Gent. am held and firmly bound to S. M. of — in the County of —, Yeoman, in 100 l. of good and lawful Money of *Great Britain*, to be paid to the said S. M. or his certain Attorney, Executors, Administrators or Assigns, to which Payment well and truly to be made, I bind myself, my Heirs, Executors and Administrators, firmly by these Presents, sealed with my Seal, dated the — Day of — in the Year of our Lord One thousand seven hundred and thirty-nine, and in the Twelfth Year of the Reign of King *George* the Second.

The Condition of this Obligation is such, that if the above-bounden B. R. his Heirs, Executors or Administrators, shall and do well and truly pay, or cause to be paid, unto the above-named S. M. his Executors, Administrators or Assigns, the full Sum of 50 l. of good and lawful Money of *Great Britain*, on the 30th Day of *January* now next ensuing, together with lawful Interest for the same from the Date hereof, without Fraud or further Delay; then this Obligation to be void and of no Effect, or else the same to be and remain in full Force and Virtue.

An Obligation from two to one, for Payment of Money on Demand.

NOW all Men by these Presents, that we C. A. of — in the County of —, Gent. and R. C. of — in the County of —, Yeoman, are held and firmly bound to J. F. of — in the County of —, Esq; in 200*l.* of good and lawful Money of Great Britain, to be paid to the said J. F. or his certain Attorney, Executors, Administrators or Assigns; to which Payment well and truly to be made, we bind ourselves and each of us jointly and severally, our and each of our Heirs, Executors and Administrators, firmly by these Presents, sealed with our Seals. Dated, &c.

Condition.

The Condition of this Obligation is such, that if the above bound C. A. and R. C. or either of them, their or either of their Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid, unto the said J. F. his Executors, Administrators or Assigns, the Sum of 100*l.* of lawful Money of Great Britain on Demand; then this Obligation to be void, otherwise to continue in full Force.

An Obligation from one to two, with Condition for Payment of Money at two several Days.

NOW all Men by these Presents, that I R. C. of — in the County of, &c. Gent. am held and firmly bound to J. F. of — in the County of —, Esq; and F. J. of — in the County of —, Gent. in 600*l.* of good and lawful Money of Great Britain, to be paid to the said J. F. and F. J. or either of them, their or either of their certain Attornies, Executors, Administrators or Assigns; to which Payment well and truly to be made, I bind myself, my Heirs, Executors and Administrators, firmly by these Presents, sealed with my Seal. Dated, &c.

Condition.

The Condition of this Obligation is such, that if the above bound R. C. his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid, unto the said J. F. and F. J. or to either of them, or to their or either of their Executors, Administrators or Assigns, the Sum of 300*l.* of lawful Money of Great Britain, on or before the 10th Day of June next ensuing the Date hereof, and 300*l.* of the like lawful Money on the 30th of March, which shall be in the Year of our Lord 1740; then this Obligation to be void, otherwise to be and remain in full Force and Virtue.

An Obligation from two to two.

NOW all Men by these Presents, that we W. B. of — in the County of —, Gent. and C. B. of — in the County of —, Gent. are held and firmly bound to T. K. of — in the County of —, Esq; and N. P. of — in the County of —, Esq; in 150*l.* of lawful Money of Great Britain, to be paid to the said T. H. and N. P. or either of them, their or either of their certain Attornies, Executors, Administrators or Assigns; to which Payment well and truly to be made, we bind ourselves and each of us, our and each of our Heirs, Executors and Administrators, firmly by these Presents sealed with our Seals. Dated, &c.

To a Church-warden and Overseer of the Poor.

— Are held, &c. — to W. D. and J. S. Church-wardens and Overseers of the Poor of the Parish of — in the County of — in — *l.* of, &c. to be paid to the said Church-wardens and Overseers of the Parish aforeaid, or their or either of their certain Attornies, Executors, Administrators, Successors or Assigns, &c.

Of a Bail-Bond to the Sheriff.

— Are held, &c. — to W. R. Esq; Sheriff of the County of — in, &c. — to be paid to the said Sheriff, or his certain Attorney, Executors, Administrators or Assigns, for, &c.

To the Lord Chancellor on issuing a Commission of Bankruptcy.

Are held, &c. — to the Right Honourable Philip Lord Hardwicke, Baron of For Payments Hardwicke, Lord High Chancellor of Great Britain, in 200 l. of good, &c. — to be paid to the said Lord High Chancellor, or his certain Attorney, Executors, Administrators and Assigns, for, &c.

From several Persons severally for several Sums.

That A. B. of, &c. C. D. &c. E. F. &c. G. H. &c. and J. K. &c. are severally and respectively held and firmly bound unto N. O. of, &c. in the respective Sums following, viz. each of them the said A. B. C. D. E. F. and G. H. in the Sum of 120 l. a piece of lawful, &c. and the said J. K. in the Sum of 180 l. of like Money to be paid to the said N. O. or his certain Attorney, &c. which said several Payments well and truly to be made, each of them doth hereby bind and oblige himself, his Heirs, &c. severally and respectively, but not jointly, nor one for the other, firmly by these Presents, sealed, &c.

From the Company for the Discovery of new Trades.

That we the Governor and Company of English Merchants for Discovery of new Trades, are held, &c. unto A. of, &c. in, &c. to be paid, &c. we the said Fellowship of English Merchants for Discovery of new Trades, do hereby bind ourselves and our Successors firmly by these Presents. In Witness whereof we have caused the Publick Seal of the said Fellowship to be affixed the — Day of, &c.

To an Executrix and her Husband.

That I A. Q. of, &c. am held, &c. unto B. R. of, &c. and C. his Wife, Executrix of the last Will and Testament of D. S. late of, &c. deceased, in, &c.

To the East-India Company.

Unto the English Company trading to the East-Indies in — l. &c. to be paid to the said English, &c. or their certain Attorney, Successors or Assigns, &c.

II. Conditions of Bonds.

I. For the Payment and Re-payment of Money.

For Payment of Money at one Time.

THE Condition of this Obligation is such, That if the above-bounden A. B. (and From one or C. D. or either of them, but if three or more Obligors, say, and E. E. or any of them) more, to one his (their or either (any) of their) Heirs, Executors or Administrators, do and shall well and or more. truly pay or cause to be paid unto the above-named G. H. (and J. K. or either of them; and if three Obligees, and L. M. or any of them) his (their or either (any) of their) Executors, Administrators or Assigns, the full Sum of — l. (the Sum secured to be paid) of lawful British Money, (and you may add, tho' a Bond will carry Interest without mentioning it) with Interest for the same after the Rate of 5 l. per Cent. per Ann. (or, with lawful Interest for the same) on the — Day of — next ensuing the Date of the above written Obligation, without Fraud or further Delay, (if a Time for Payment be not mentioned, the Money is due presently); then this Obligation to be void and of no Effect, or else to remain in full Force and Virtue.

Sealed and delivered in
the Presence of

To pay Money at different Times.

— The full Sum of — of lawful *British* Money, in Manner following, (to wit) the Sum of — *l.* Part thereof, on the — Day of — next ensuing the Date of the above written Obligation; — *l.* more thereof, on the — next following, and — *l.* more, the Residue, and in full Payment thereof, on the — which will be in the Year of our Lord — without Fraud or Covin; then this Obligation to be void; but if Default shall be made in Payment of any of the said several and respective Sums of Money above mentioned, or any Part thereof, on any of the said several and respective Days and Times above limited for Payment thereof; then this Obligation to remain in full Force and Virtue.

To pay Money quarterly till the Whole is paid.

— (As above, mentioning the first four Quarters, and leaving out the Words, Residue and in full Payment) then after the Words, Year of our Lord — (say) the Sum of — more thereof on — then next ensuing, and so on quarterly every Quarter of a Year, one next and immediately ensuing another, on every of the Quarter-Days aforesaid, the Sum of — until the Sum of — shall be in such Sort and after such Manner fully satisfied, contented and paid; then, &c. — but if, &c. as above.

To pay Money by Half-yearly Payments till the Whole is paid.

— The Sum of 400 *l.* of, &c. in Manner following, (that is to say) the Sum of 25 *l.* Part thereof, on the, &c. which will be in the Year of our Lord 17— 31 *l.* 5 *s.* more thereof, &c. (and 31 *l.* 5 *s.* twice more, on the same Days in another Year) in every Year afterwards successively, while and until the said Principal Sum of 400 *l.* shall be fully paid, together with Interest, after the Rate of — &c. from the — Day of this Instant Month of — for the said Sum of 400 *l.* and for the remaining Parts thereof, to the respective Days and Times on which the same or any Part thereof shall become due and is to be paid, and until the said Sum of 400 *l.* and Interest thereof shall be fully paid as aforesaid; then this Obligation to be void; but if Default, &c. shall happen to be made in Payment of the said Sum of 400 *l.* or any Part thereof, or the Interest for the same, on all or any of the several Days or Times on which the same shall become due and ought to be paid as aforesaid, contrary to the Limitation and true Meaning of these Presents; then, &c.

To pay Money yearly, till the whole Demand be satisfied.

— The Sum of — *l.* of lawful, &c. in Manner and Form following, (to wit) the Sum of — Part thereof on — next ensuing the Date of the above written Obligation, and from thenceforth — *l.* yearly and every Year, on every — Day of — till the said Sum of — shall be wholly paid and satisfied; then, &c.

The Condition of a Bond (with a Duplicate) to pay Money.

THE Condition of this Obligation is such, That if the above bound *A. B.* his Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid either unto *C. D.* Merchant, at his Dwelling-house at *E.* in the *West-Indies*, or unto the above named *F. G.* his Executors, Administrators or Assigns, in *London*, the full Sum of — *l.* lawful Money of *Great Britain*, within — next after the Date hereof, according to the true Intent and Meaning of these Presents; then this present Obligation, as also a Double or Duplicate thereof of the same Tenor and Date, signed and sealed by the said *A. B.* shall be void and of none Effect, or else stand, remain and be in full Force and Virtue.

To pay Money according to a Mortgage.

— (As in the first to) the Sum of — of lawful *British* Money, on, &c. — next ensuing the Date of the above written Obligation; and also the further Sum of — of like lawful Money on — which will be in the Year of our Lord — without any Deduction or Defalcation

Calculation for Taxes, Assessments, or any other Impositions whatsoever, according to the Purport of certain Indentures *Tripartite*, bearing equal Date with the above written Obligation, and made between *J. B.* of the first Part, *T. P.* of — of the second Part, and the said *M. W.* of the third Part; then, &c. or else, &c.

Another, to pay Mortgage Money.

THE Condition, &c. (*The same as in a common Bond*) next ensuing the Date above written, being the same Sum of Money which is mentioned to be due and owing by the said *A.* unto the above mentioned *C.* in certain Indentures of Demise or Mortgage bearing the Date above written, made or mentioned to be made between the said *A.* of the one Part, and the said *B.* of the other Part, by and upon the several Securities as therein is mentioned; then, &c.

Another.

THE Condition, &c. That if the above bounden *G. T. G.* his, &c. do, &c. pay, &c. unto the above named *R. T. G. D.* and *T. B.* their, &c. at or in the Common Dining-hall of the *Middle Temple, London*, the full Sum of 1050*l.* of, &c. in Manner, &c. (that is to say) 25*l.* Part thereof, on, &c. and 1025*l.* Residue and in full Payment of the said 1050*l.* on, &c. according to and in full Performance and Discharge of a Proviso or Condition mentioned in a certain Indenture bearing even Date herewith, and made or mentioned to be made between the said *G. T. G.* of the one Part, and the said *R. T. G. D.* and *T. B.* of the other Part, importing a Mortgage of a Piece, &c. for the Term of 1000 Years; then, &c.

For securing a further Sum lent on a Mortgage.

THE Condition, &c. That if the above bounden *J. S.* and *H. D.* or either of them, their or either of their Heirs, &c. do and shall well and truly pay, &c. unto the above named *W. P. W.* his Executors, &c. the Sum of 200*l.* with Interest for the same after the Rate of 5*l.* per Cent. per Ann. of, &c. on, &c. then the said Obligation to be void and of none Effect, or else to be and remain in full Force and Virtue. **And** for the better securing Covenants; the Payment of the said Sum of 200*l.* and the Interest thereof after the Rate aforesaid, the said *J. S.* doth hereby for himself, &c. covenant and agree to and with the said *W. P. W.* his, &c. that all and every the Messuages, &c. situate, &c. conveyed in Mortgage to or in Trust for the said *W. P. W.* in and by a certain Indenture *Quadripartite* bearing Date, &c. made, &c. between the said *J. S.* of the first Part, *J. M. & al'* of the second Part, the said *W. P. W.* of the third Part, and *W. W.* of the fourth Part, shall be subject and liable to the Payment of the said Sum of 200*l.* and of all Interest that shall grow due for the same.

Sealed and delivered, &c.

From a Mortgagor to two Mortgagees on their discharging the Mortgage, on receiving only Part of the Mortgage Money, for the Payment of the Residue to the Uses in a Deed declared.

A. to B. C.

WHEREAS the above bound *A.* did heretofore by certain Indentures of Lease and Release, in Consideration of the Sum of 200*l.* therein mentioned to be paid him, convey and assure unto the above bound *B.* and *C.* All that, &c. 100*l.* whereof is (by Indenture *Tripartite*, bearing Date, &c. and made, &c. between the said *B.* and *C.* of the first Part, *D.* of, &c. Widow, (since deceased) and *C.* and *V.* of the second Part, and the said *A.* of the third Part) declared to be freely given by the said *D.* for the Uses and Purposes therein mentioned: And the said *A.* hath also paid to the aforesaid *C.* the other 100*l.* of the said 200*l.* which by and according to the Intent of the said Indenture *Tripartite* is declared to belong and is payable to her the said *C.* **And whereas** they the said *B.* and *C.* have, according to their Power in that Behalf provided, given and declared in and by the said Indenture *Tripartite*, agreed to accept of the said *A.*'s Obligation, only for securing the Payment of the said other 100*l.* of the said 200*l.* so given by the said *D.* for the Uses and Purposes declared concerning the same in and by the said Indentures *Tripartite*, and have thereupon reconveyed the said

To pay Money at different Times.

— The full Sum of — of lawful *British* Money, in Manner following, (to wit) the Sum of — *l.* Part thereof, on the — Day of — next ensuing the Date of the above written Obligation; — *l.* more thereof, on the — next following, and — *l.* more, the Residue, and in full Payment thereof, on the — which will be in the Year of our Lord — without Fraud or Covin; then this Obligation to be void; but if Default shall be made in Payment of any of the said several and respective Sums of Money above mentioned, or any Part thereof, on any of the said several and respective Days and Times above limited for Payment thereof; then this Obligation to remain in full Force and Virtue.

To pay Money quarterly till the Whole is paid.

— (*As above, mentioning the first four Quarters, and leaving out the Words, Residue and in full Payment*) then after the Words, Year of our Lord — (*say*) the Sum of — more thereof on — then next ensuing, and so on quarterly every Quarter of a Year, one next and immediately ensuing another, on every of the Quarter-Days aforesaid, the Sum of — until the Sum of — shall be in such Sort and after such Manner fully satisfied, contented and paid; then, &c. — but if, &c. *as above.*

To pay Money by Half-yearly Payments till the Whole is paid.

— The Sum of 400 *l.* of, &c. in Manner following, (that is to say) the Sum of 25 *l.* Part thereof, on the, &c. which will be in the Year of our Lord 17— 31 *l.* 5 *s.* more thereof, &c. (and 31 *l.* 5 *s.* twice more, on the same Days in another Year) in every Year afterwards successively, while and until the said Principal Sum of 400 *l.* shall be fully paid, together with Interest, after the Rate of — &c. from the — Day of this Instant Month of — for the said Sum of 400 *l.* and for the remaining Parts thereof, to the respective Days and Times on which the same or any Part thereof shall become due and is to be paid, and until the said Sum of 400 *l.* and Interest thereof shall be fully paid as aforesaid; then this Obligation to be void; but if Default, &c. shall happen to be made in Payment of the said Sum of 400 *l.* or any Part thereof, or the Interest for the same, on all or any of the several Days or Times on which the same shall become due and ought to be paid as aforesaid, contrary to the Limitation and true Meaning of these Presents; then, &c.

To pay Money yearly, till the whole Demand be satisfied.

— The Sum of — *l.* of lawful, &c. in Manner and Form following, (to wit) the Sum of — Part thereof on — next ensuing the Date of the above written Obligation, and from thenceforth — *l.* yearly and every Year, on every — Day of — till the said Sum of — shall be wholly paid and satisfied; then, &c.

The Condition of a Bond (with a Duplicate) to pay Money.

THE Condition of this Obligation is such, That if the above bound *A. B.* his Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid either unto *C. D.* Merchant, at his Dwelling-house at *E.* in the *West-Indies*, or unto the above named *F. G.* his Executors, Administrators or Assigns, in *London*, the full Sum of — *l.* lawful Money of *Great Britain*, within — next after the Date hereof, according to the true Intent and Meaning of these Presents; then this present Obligation, as also a Double or Duplicate thereof of the same Tenor and Date, signed and sealed by the said *A. B.* shall be void and of none Effect, or else stand, remain and be in full Force and Virtue.

To pay Money according to a Mortgage.

— (*As in the first to*) the Sum of — of lawful *British* Money, on, &c. — next ensuing the Date of the above written Obligation; and also the further Sum of — of like lawful Money on — which will be in the Year of our Lord — without any Deduction or Defalcation

falcation for Taxes, Assessments, or any other Impositions whatsoever, according to the Purport of certain Indentures *Tripartite*, bearing equal Date with the above written Obligation, and made between *J. B.* of the first Part, *T. P.* of — of the second Part, and the said *M. W.* of the third Part; then, &c. or else, &c.

Another, to pay Mortgage Money.

THE Condition, &c. (*The same as in a common Bond*) next ensuing the Date above written, being the same Sum of Money which is mentioned to be due and owing by the said *A.* unto the above mentioned *C.* in certain Indentures of Demise or Mortgage bearing the Date above written, made or mentioned to be made between the said *A.* of the one Part, and the said *B.* of the other Part, by and upon the several Securities as therein is mentioned; then, &c.

Another.

THE Condition, &c. That if the above bounden *G. T. G.* his, &c. do, &c. pay, &c. unto the above named *R. T. G. D.* and *T. B.* their, &c. at or in the Common Dining-hall of the *Middle Temple, London*, the full Sum of 1050*l.* of, &c. in Manner, &c. (that is to say) 25*l.* Part thereof, on, &c. and 1025*l.* Residue and in full Payment of the said 1050*l.* on, &c. according to and in full Performance and Discharge of a Proviso or Condition mentioned in a certain Indenture bearing even Date herewith, and made or mentioned to be made between the said *G. T. G.* of the one Part, and the said *R. T. G. D.* and *T. B.* of the other Part, importing a Mortgage of a Piece, &c. for the Term of 1000 Years; then, &c.

For securing a further Sum lent on a Mortgage.

THE Condition, &c. That if the above bounden *J. S.* and *H. D.* or either of them, their or either of their Heirs, &c. do and shall well and truly pay, &c. unto the above named *W. P. W.* his Executors, &c. the Sum of 200*l.* with Interest for the same after the Rate of 5*l.* per Cent. per Ann. of, &c. on, &c. then the said Obligation to be void and of none Effect, or else to be and remain in full Force and Virtue. **And** for the better securing Covenant the Payment of the said Sum of 200*l.* and the Interest thereof after the Rate aforesaid, the said *J. S.* doth hereby for himself, &c. covenant and agree to and with the said *W. P. W.* his, &c. that all and every the Messuages, &c. situate, &c. conveyed in Mortgage to or in Trust for the said *W. P. W.* in and by a certain Indenture *Quadripartite* bearing Date, &c. made, &c. between the said *J. S.* of the first Part, *J. M. & al'* of the second Part, the said *W. P. W.* of the third Part, and *W. W.* of the fourth Part, shall be subject and liable to the Payment of the said Sum of 200*l.* and of all Interest that shall grow due for the same.

Sealed and delivered, &c.

From a Mortgagor to two Mortgagees on their discharging the Mortgage, on receiving only Part of the Mortgage Money, for the Payment of the Residue to the Uses in a Deed declared.

A. to B. C.

WHEREAS the above bound *A.* did heretofore by certain Indentures of Lease and Release, in Consideration of the Sum of 200*l.* therein mentioned to be paid him, convey and assure unto the above bound *B.* and *C.* All that, &c. 100*l.* whereof is (by Indenture *Tripartite*, bearing Date, &c. and made, &c. between the said *B.* and *C.* of the first Part, *D.* of, &c. Widow, (since deceased) and *C.* and *V.* of the second Part, and the said *A.* of the third Part) declared to be freely given by the said *D.* for the Uses and Purposes therein mentioned: And the said *A.* hath also paid to the aforesaid *C.* the other 100*l.* of the said 200*l.* which by and according to the Intent of the said Indenture *Tripartite* is declared to belong and is payable to her the said *C.* **And whereas** they the said *B.* and *C.* have, according to their Power in that Behalf provided, given and declared in and by the said Indenture *Tripartite*, agreed to accept of the said *A.*'s Obligation, only for securing the Payment of the said other 100*l.* of the said 200*l.* so given by the said *D.* for the Uses and Purposes declared concerning the same in and by the said Indentures *Tripartite*, and have thereupon reconveyed the

PART II.

& R

said

said Premises to the said *A.* his Heirs and Assigns: **Now therefore the Condition,** &c. that if the said *A.* his Heirs, &c. do and shall well and truly pay, &c. unto the said *B.* and *C.* or either of them, their or either of their Executors, &c. the said Sum of 100*l.* of, &c. with Interest for the same after the Rate, &c. on, &c. in Trust, and for the Uses and Purposes mentioned and declared concerning the same, in and by the said recited Indenture Tripartite; then, &c.

Bond from A. a Mortgagor, and B. his Friend, to pay Principal and Interest Monies to a Mortgagee, and also for the Mortgagee's Performance of Covenants.

Whereas the above named *C.* at the special Instance and Request of the above bound *A.* hath agreed to advance and lend unto the said *A.* the Sum of 100*l.* upon Condition that he the above bound *B.* would become a Surety with the said *A.* for Payment to the said *C.* her Executors, Administrators and Assigns, of the said 100*l.* and Interest, and also to the Performance of the Covenants mentioned and contained in an Indenture Tripartite of Mortgage, bearing even Date with and executed immediately before these Presents, and made between the said *A.* of the first Part, *T. L.* of, &c. of the second Part, and the said *C.* of the third Part, in such Manner as herein after is mentioned: **And whereas** the said *C.* on the Date hereof, hath actually lent and paid to the said *A.* the said Sum of 100*l.* **Now the Condition,** &c. that if the said *A.* and *B.* or either of them, their or either of their Heirs, Executors or Administrators, shall and do well and truly pay or cause to be paid unto the said *C.* her Executors, Administrators or Assigns, at or in, &c. the full Sum of 105*l.* of, &c. in Manner as follows, viz. The Sum of 50*s.* Part thereof, on the — next ensuing the Day of the Date hereof, and the Sum of 102*l.* 10*s.* Residue and in full thereof, on the — Day of — then next following, and which will be in the Year, &c. without making any Deduction for Taxes, or any other Charges whatsoever, according to the true Intent and Meaning of the Proviso or Condition in the Surrender of Mortgage contained for that Purpose; **And also** if she the said *A.* her Heirs, Executors or Administrators, &c.

For Payment of Money in a Mortgage by Surrender of Copyhold Lands.

The Condition, &c. that **Whereas** the above bounden *J. B.* hath the Day of the Date of these Presents surrendered into the Hands of the Lord of the Manor of *M.* in the County of *S.* aforesaid, All those four Acres and an half of Customary Land, with the Appurtenances, be the same more or less, heretofore in the Occupation of *T. G.* and now in the Possession of the said *J. B.* lying and being in the Parishes of, &c. within the Manor aforesaid, To the Use and Behoof of the above named *J. H.* and his Heirs, according to the Custom of the said Manor, Upon Condition nevertheless to the Effect following, (that is to say) That if the said *J. B.* his Heirs, Executors or Administrators, do well and truly pay and cause to be paid unto the said *J. H.* his Executors, Administrators or Assigns, the Sum of 76*l.* of, &c. on the Days, and at the Place and in such Manner, as in the same Surrender is expressed, limited or appointed for the Payment of the same; then the said Surrender to be void, or else to remain in full Force; as in and by the said Surrender, Relation being thereunto had, may appear: **If therefore** the said *J. B.* at the Time of passing and executing the said Surrender had full Power and lawful Authority to surrender the Premises, and every Part thereof, to the Uses, Intents and Purposes aforesaid; and if the above mentioned to be surrendered Premises, and every Part thereof, with the Appurtenances, at the Time of passing and executing the said Surrender, are and be, and so do remain and continue free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified of and from all and all Manner of former and other Surrenders, Forfeitures, Leases, Jointures, Conditions, Wills, Inails, Mortgages, Estates, Titles, Troubles, Charges, Burthens and Incumbrances whatsoever; and also if the said *J. B.* his Heirs, &c. do well and truly pay or cause to be paid unto the said *J. H.* his Heirs, &c. the said Sum of 76*l.* of, &c. on the Days, and at the Place and in such Manner, as in the aforesaid Surrender is expressed, limited or appointed for the Payment of the same, according to the true Intent and Meaning of the Proviso or Condition in the same Surrender contained or mentioned; then, &c.

To pay Money according to a Proviso in a Deed, and here recited, whereby a Term created on Payment is to cease, or otherwise it is to attend the Inheritance.

Whereas in a Deed dated with and executed before these Presents, mentioned to be made between the above bounden *M. Earl of A. and J. B. the Honourable H. B. and J. C. of the one Part, and the above named C. B. of the other Part*, there is a Proviso or Clause, in the Words or to the Effect following, *viz. That if the said M. Earl of A. and J. B. their Heirs, Executors, Administrators or Assigns, or any of them, do pay or satisfy to the said C. B. his Executors, Administrators and Assigns, at or in the now Dwelling-house of A. B. situate, &c. on the — Day of — in the Year, &c. the Sum of 2000 l. with Interest for the Forbearance thereof after the Rate of 5 l. per Cent. that is to say, 2120 l. of, &c. then and from thenceforth the Term of 1000 Years thereby mentioned to be thereby granted, should cease and be void, or otherwise attend and wait on the Freehold and Inheritance of the Manor and Premises thereby granted, as by the said Deed appears: Now the Condition of the Obligation is such, that if the said 2000 l. and the said Interest thereof, be duly paid at the Time and Place before mentioned for Payment thereof by the said M. Earl of A. and J. B. then this Obligation to be void.*

For Payment of an Annuity.

— That if the above bounden *A. B. his Heirs, Executors and Administrators*, do and shall yearly, and every Year from and after — next ensuing the Date of the above written Obligation, well and truly pay or cause to be paid unto the above named *C. D. his Executors, Administrators and Assigns*, for and during — one Annuity or Yearly Sum of — of lawful, &c. at and upon the four most usual Feasts or Times of Payment in the Year; that is to say, On the Feast-Day of, &c. by even and equal Portions; the first Payment thereof to begin and be made on the Feast-Day of, &c. next ensuing, &c. then, &c. but if, &c.

To pay an Annuity during the Life of the Obligee.

The Condition, &c. That if the above bound *A. his Heirs, &c.* do and shall yearly and every Year, for and during the natural Life of the above named *B. well and truly pay, &c. as above.*

A Condition to pay an Annuity, which is the same as mentioned in and secured by a Deed Poll of equal Date, and indorsed on the Back of another Deed; and to pay and keep the Covenants, &c. in the Deed Poll.

— That if the above bounden *W. A. his, &c. shall, &c. pay, &c. unto the above named J. R. his, &c. yearly, &c. for and during the natural Life of the said W. A. one Annuity or clear yearly Rent-Charge of 80 l. of, &c. free and clear of and from all Manner of Taxes, Charges and Deductions whatsoever, (sometimes say, At or in the Common Dining-hall of — Inn (or any other Place) in the County of M.) by even Quarterly Payments to be made on the four several Days following, that is to say, On, &c. the first of which Quarterly Payments to begin and be made on, &c. (which said Annuity or Yearly Rent-Charge is the same Annuity or Yearly Rent-Charge mentioned and secured in and by a certain Deed Poll bearing even Date herewith, and indorsed upon the Back of an Indenture of Release bearing Date the Day next before the Day of the Date hereof, and made between the said W. A. of the one Part, and the said J. R. of the other Part) and also if the said W. A. his Heirs, Executors or Administrators, shall and do well and truly observe, perform, fulfil, accomplish, pay and keep all and singular the Covenants, Grants, Articles, Provisions, Payments, Conditions and Agreements whatsoever, which on his or their Parts and Behalf are or ought to be observed, performed, accomplished, paid and kept, comprised and mentioned in the said Deed Poll bearing even Date herewith, and that in and by all Things, according to the true Intent and Meaning of the said Deed Poll, without Fraud or Covin; then, &c.*

Of an Annuity to be paid by two several Persons, which is declared to be the same as granted by Deed of the same Date.

— That if the above bound *J. J.* and *S. J.* or either of them, &c. shall and do well, &c. unto the above named *M. J.* and her Assigns during her Life, one Annuity or Yearly Sum of 50*l.* of, &c. in such Proportions and Manner as follows, viz. The Sum of 25*l.* per Ann. Part thereof, by the said *J. J.* his Executors or Administrators; and the like Sum of 25*l.* per Ann. Residue thereof, by the said *S. J.* his Executors or Administrators; the said Annuity or Yearly Sum of 50*l.* to be paid to the said *M. J.* or her Assigns during her Life, without any Deduction, &c. on, &c. which said Annuity or Yearly Sum of 50*l.* is the same Annuity or Yearly Sum of 50*l.* given and secured to the said *M. J.* in and by a certain Indenture of Assignment bearing even Date herewith, and executed immediately before these Presents, and made, &c. then the above written Obligation to be void, &c.

To pay five Guineas a Year during the joint Lives of two Persons.

— That if the above bounden *R. E.* his, &c. shall well, &c. pay or, &c. unto the above named *J. S.* or his Assigns, the Sum of 5*l.* 5*s.* in Guineas of Gold, yearly and every Year, upon the first Day of *January*, for and during so long Time as the said *R. E.* and *J. S.* of, &c. shall both jointly live; then, &c.

To pay the Interest of a Sum of Money annually to a Person during her Life, and the Principal, after her Decease, amongst her Children.

THE Condition, &c. That if the above bound *A.* his Heirs, &c. shall and do well and truly pay or cause to be paid unto the above named *B.* to and for her own proper Use, for and during her natural Life, the growing Interest of the Sum of — *l.* herein after mentioned, at and after the Rate of 5*l.* per Cent. per Ann. of lawful, &c. on, &c. yearly and every Year, during the natural Life of the said *B.* to be accounted from the — Day of, &c. and also if the said *A.* his Heirs, &c. shall and do within twelve Months after the Decease of the said *B.* well and truly pay or cause to be paid unto *A. C.* one of the Daughters of the said *B.* the Sum of — Part of the said Sum of — and unto *C.* one other of the Daughters of the said *B.* the Sum of — *l.* further Part of the said Sum of — and unto *D.* one other of the Daughters of the said *B.* the remaining — *l.* of the said Sum of — *l.* if the said *A. C.* and *D.* the Daughters of the said *B.* shall be living at the Decease of their said Mother, and shall then be of the Age of 21 Years, or married respectively; and in Case either of them the said *A. C.* and *D.* the Daughters, shall happen to die in the Life-time of their said Mother, [And shall leave any Child or Children lawfully begotten her surviving, then if the said *A.* his Heirs, &c. shall and do pay or cause to be paid unto such Child or Children of her or them so dying, her or their Parts and Shares of and in the said Sum of — *l.* before mentioned, at the Age of 21, being a Son or Sons, or the like Age, or Marriage, being a Daughter or Daughters, unto the Executors or Administrators of her or them so dying and leaving such Child or Children so surviving, her or their Part and Share of and in the said — *l.* herein before mentioned, to and for the Use of the Child or Children of her or them so dying respectively; but if such of them so dying shall not leave any Child or Children her surviving] then if the said *A.* his Heirs, &c. shall and do truly pay or cause to be paid unto the Survivor or Survivors of them the said *A. C.* and *D.* the Daughters of the said *B.* which shall be living at the Decease of her the said *B.* the Part and Share of and in the said Sum of — *l.* of her or them which shall so die in the Life-time of the Mother; and also if the said *A.* his Heirs, &c. shall pay Interest after the Rate of 5*l.* per Cent. per Ann. for the said — *l.* from the Decease of the said *B.* until the said Sum, and every Part thereof, shall be payable and paid as aforesaid; then, &c.

This left out,
if required.

To pay an Annuity before charged on Lands sold, with the Consent of the Annuitant, by Half-yearly Payments.

Whereas Sir *T. W.* of — Bart. hath purchased of the Right Honourable *A. L. V.* the Manor of, &c. And whereas the Right Honourable *B. L. V.* at the special Instance and Request of the said *A. L. V.* and for his only Benefit, joined in the Sale thereof, and thereby relinquished the annual Sum of 500*l.* for her Life, with the Payment whereof the said

faid Manor, of, &c. stood charged: **Now the Condition** of this Obligation is such that if the faid *A. L. V.* his Heirs, &c. shall and do well and truly pay or cause to be paid unto the faid *B. L. V.* or her Assigns during the natural Life of the faid *B. L. V.* the annual Sum of 500*l.* of, &c. in Manner and Form following, (that is to say) The Sum of 250*l.* on the 25th Day of *June*, and the further Sum of 250*l.* on the 25th Day of *December* then next, and which will be in the Year, &c. and so the Sum of 250*l.* upon every 25th Day of *June* and 25th Day of *December* in every Year, during the natural Life of the faid *B. L. V.* then this Obligation to be void and of no Effect: But if Default shall happen to be made in any of the Payments in any Year, then to be and remain in full Force and Virtue,

For Payment of an Annuity for Life to a Servant till she married, and after her Marriage to a Trustee for her separate Use.

Whereas the above bounden *A. B.* hath out of her great Goodness and Generosity agreed to settle on *C. B.* Spinster, for her Life, the annual Sum of 30*l.* as a Recompence for her faithful Service: **Now the Condition** of the above written Obligation is such, That if the faid *A. B.* her Heirs, Executors and Administrators, shall and do from henceforth yearly and every Year during the natural Life of the faid *C. D.* well and truly pay or cause to be paid unto the faid *C. D.* the annual Sum of 30*l.* of, &c. if she shall continue sole and unmarried; or in Case the faid *C. D.* shall happen to marry, then and in such Case, and after such Marriage of the faid *C. D.* as aforesaid, if the faid *A. B.* her Heirs, Executors or Administrators, shall and do yearly and every Year during the Life of the faid *C. D.* well and truly pay or cause to be paid unto the above named *T. S.* his Executors, Administrators and Assigns, the said annual Sum of 30*l.* in Trust for the sole and separate Use and Disposal of the faid *C. D.* and wherewithal no Person, with whom the faid *C. D.* shall intermarry, shall intermeddle, or have any Power to dispose of, forfeit or incumber the same; and the said annual Sum of 30*l.* to be paid to the faid *C. D.* or her Assigns until she shall happen to marry, and in case she shall happen to marry as aforesaid, then to be paid to the faid *T. S.* in Trust for the separate Use and Disposal of the faid *C. D.* by four equal Quarterly Payments in the Year, that is to say, At *Midsummer, Michaelmas, Christmas* and *Lady-day*; the first Payment thereof to be made on such of the said Days of Payment as shall first and next happen after the Date of these Presents, the said Payments to be made in the Town Hall of *L.* and so continue and be made yearly and every Year during the natural Life of the faid *C. D.* without any Deduction or Abatement, for or by Reason of any Taxes, or other Matter, Cause or Thing whatsoever; then the above written Obligation to be void and of no Effect: But if there shall happen to be a Failure in Payment of the said annual Sum of 30*l.* or any Part thereof, on any of the said Days whereon the same ought to be paid, as aforesaid; then and in such Case the said Obligation to be and remain in full Force and Virtue.

A Bond to pay an annual Sum, &c. as a Reward for faithful Service.

The most Noble *S. Duchess Dowager of M.* to *J. R.* her Servant.

Whereas the above named *J. R.* was one of the *Valets de Chambre* to the late Duke of *M.* and attended his Person in his last Sickness, and the above bounden *Duchess Dowager*, out of the tender Regard she beareth to the Memory of the faid Duke her late Husband, and in Consideration of such the Service and Attendance of the faid *J. R.* on the Person of the faid late Duke as aforesaid, hath resolved to reward the faid *J. R.* and to give him, while he shall remain in her Service, the annual Sum of 40*l.* of lawful Money, over and above his ordinary Wages; and if he shall depart out of her Service, to give him 50*l.* per *Ann.* during the joint Lives of the faid *Duchess Dowager* and the faid *J. R.* and that her Executors or Administrators shall pay him at her Death (if the faid *J. R.* shall her survive) 500*l.* of like lawful Money: **Now the Condition** of this Obligation is such, That if the above bounden *S. Duchess Dowager of M.* do and shall well and truly pay or cause to be paid unto the faid *J. R.* while he shall remain in her Service, the said annual Sum of 40*l.* of, &c. over and above his ordinary Wages, by equal Quarterly Payments, at the four most usual Feasts or Days of Payment in every Year; and if he shall depart out of her Service, shall pay him the Sum of 50*l.* per *Ann.* of like lawful Money during the joint Lives of the faid *Duchess Dowager* and the faid *J. R.* Quarterly, as aforesaid; and if the Executors or Administrators of the above bounden *Duchess Dowager* shall at her Death, in Case the faid *J. R.* shall her survive, pay or cause to be paid to him the faid *J. R.* or his Assigns, the said Sum of 500*l.* of like lawful Money; then, &c.

The same to G. L. another Servant.

Whereas the above named G. L. was long in the Service of the late Duke of M. and attending upon the Person of the above bounden Duchefs Dowager of M. and also in a very careful Manner attended the Person of the said late Duke in his last Sickness, and the said Duchefs Dowager out of her tender Regard, &c. (*ut supra*) and in Consideration of such the Service, &c. (*ut supra*) in his last Sickness as aforesaid, hath resolved to reward the said G. L. and to give her the annual Sum of 100*l.* of lawful Money, during the joint Lives of the said Duchefs Dowager and the said G. L. and that her Executors or Administrators shall pay her the said G. L. at the Death of the said Duchefs Dowager (if the said G. L. shall her survive) 1000*l.* of, &c. **Now the Condition** of this Obligation is such, That if the above bounden S. Duchefs Dowager of M. do and shall well and truly pay or cause to be paid unto the said G. L. the said annual Sum of 100*l.* of, &c. during the joint Lives of the said Duchefs Dowager and the said G. L. by equal Quarterly Payments, at the four most usual Feasts or Days of Payment in every Year; and if the Executors or Administrators of the above bounden Duchefs Dowager shall at her Death (if the said G. L. shall her survive) pay or cause to be paid to her the said G. L. or her Assigns, the said Sum of 1000*l.* of like lawful Money; then this Obligation to be void and of no Effect, or else to remain in full Force and Virtue.

Sealed and delivered, &c.

S. M.

Bond for Security of an Annuity in Pursuance of an Article, by a third Person, for the absolute Sale of a mortgaged Estate, wherein the Annuitant had a Jointure-Estate for Life.

Recitals, viz.
The Articles
and Agree-
ments therein
touching con-
veying, &c.

Whereas by certain Articles of Agreement indented, duly executed, bearing Date the 4th Day of this Instant — and made between A. of, &c. (for and on the Behalf, and by the Order, Consent and Direction of the above named B. and C. (and by such Descriptions and Additions as therein mentioned) of the one Part, and the above bound A. B. of the other Part, (*Reciting* therein (amongst other Things) a Mortgage in Fee made from D. Gent. deceased, eldest Son of the said B. and eldest Brother of the said C.) to the said A. B. and his Heirs, of All that Messuage, &c. situate, &c. for securing the Principal Sum of — and Interest in Manner as therein mentioned; and that there was due from the said D. at the Time of his Death to the said A. B. for Principal and Interest secured by the said Mortgage, and for Monies paid and disbursed by him the said A. B. on Account, and for the Use and Order of the said D. the Sum of 445*l.* (and further reciting, that the said B. was seised of an Estate for Life in the said mortgaged Premises, and that the said C. was Heir at Law thereto, and that they the said B. and C. were willing to convey the same to the said A. B. to the Intent to make Satisfaction for what was so due to him as aforesaid) *It is witnessed*, and the said A. did thereby agree and covenant, (on the Behalf of the said B. and C.) that they the said B. and C. (in Consideration of an Annuity of 10*l.* to be paid by the said A. B. to the said B. during her Life, as therein and herein after is mentioned) should before the — Day of — then and now next, at the Charge of the said A. B. convey and assure unto the said A. B. and his Heirs the aforesaid mortgaged Hereditaments and Premises; and he the said A. B. did thereby covenant with the said A. that he the said A. B. should enter into one Bond of the Penalty of 200*l.* to the said B. with Condition thereunder written for true Payment of one Annuity of 10*l.* per Ann. by four equal Quarterly Payments, unto the said B. and her Assigns during her natural Life, free and clear of and from all Taxes, Charges and Deductions whatsoever, as by the said in Part recited Articles, &c. **And whereas** by Indenture of Lease and Release, (both executed immediately before these Presents) the Lease bearing Date the Day next before the above Obligation, and the Release being *Tripartite* and bearing even Date herewith, and made between the said B. and C. of the first Part, the said W. of the second Part, (*Note, this W. J. is Sister and Executrix of D.*) and the said A. B. of the third Part, (after reciting as therein is recited) *In Consideration* of the said Sum of 445*l.* so due to the said A. B. as aforesaid, and for and in Consideration of this present Bond, and other Considerations therein mentioned, *They* the said B. and C. (in Pursuance of the said Articles) and she the said W. (at their Request, and by their Direction, testified as therein mentioned, *Have* absolutely granted and released *The* herein before mentioned Messuage, &c. and all and singular the above mentioned mortgaged Hereditaments and Premises, with their Appurtenances, unto and to the Use of the said A. B. and his Heirs; *In Consideration* whereof the said A. B. in Pursuance of his Covenant in the said Articles contained for that Purpose, and in Discharge thereof, *Doth* give this his Bond for securing Payment of the said Annuity or Yearly Sum of 10*l.* to the said

The Lease
and Release.

As to giving
present Bonds.

said B. and her Assigns during her Life, in such Manner as herein after is mentioned: **Now** Condition, the Condition of the above written Obligation is such, That if the said A. B. his Heirs, &c. Executors or Administrators, shall and do well and truly pay or cause to be paid unto the said B. and her Assigns during her Life only, the said Annuity or Yearly Sum of 10 l. of, &c. free and clear of and from all and all Manner of Taxes, Charges and Deductions whatsoever; the same to be paid yearly at, &c. on the four most usual Feasts or Quarter-Days following, viz. Lady-day, &c. by four even and equal Proportions; the first of which Quarterly Payments to begin and be made at Lady-day now next ensuing. Then the above written Obligation to be null, void and of no Effect: But if Default shall happen to be made in Payment of the said Annuity on any of the said Quarterly Payments by the Space of twenty Days next after any of the said Quarter-Days whereon the same ought to be paid, as aforesaid, (being lawfully demanded); then and in any such Case the above written Obligation shall be in full Force and Virtue.

To pay a certain Sum at a certain Time according to the Direction of a Will.

— The Sum of — of lawful British Money, on the — next ensuing the Date of the above written Obligation, with lawful Interest for the same, to be by him paid, and applied according to the Direction and Intention of the last Will and Testament of A. B. late of — deceased; then, &c. or else, &c.

From a Trustee to pay an Annuity for Life by Quarterly Payments, pursuant to the Directions of a Will.

Whereas A. late of, &c. deceased, by his last Will, &c. bearing Date, &c. (amongst other Legacies) gave to the above bound D. his Son, his, &c. the Sum of, &c. upon Trust to pay B. C. the yearly Sum of — l. of, &c. by Quarterly Payments during her natural Life; the first Payment to be made, &c. and he did in and by his said Will desire his said Son D. within, &c. after his Decease to give to his said Sister a Bond or Obligation of the Penalty of — l. conditioned for Payment of the said Sum of — l. yearly to his said Sister during her natural Life; and in Case he should seal such Bond, then the said A. the Testator gave to his said Son D. the Sum of — l. to be paid by his Executors, and made his Grandson E. Executor of his said Will, as thereby, Relation, &c. **And whereas** the said A. shortly after departed this Life, and the said E. the Executor named in the said Will, refused to take upon him the Execution thereof: **And whereas** Administration, with the Will annexed of the said A. is since granted to F. the Widow and Relict of the said A. and she the said F. in Pursuance of the said Will of her said late Husband, on the Day of the Date hereof, paid unto the said D. the said Sum of — l. of, &c. the Receipt, &c. and he the said D. hath accepted the same, and doth hereby agree, in Consideration thereof, to pay unto the said B. the said Annuity or Yearly Sum of — l. from the — Day of — next ensuing the Date hereof, for and during her natural Life, by equal Quarterly Payments: **Now therefore the Condition,** &c. that if the said D. his Heirs, &c. in Performance and according to the true Meaning of the said last Will and Testament of the said A. as aforesaid, do and shall well and truly pay, &c. or cause to be paid unto the said B. and her Assigns, from the said — Day of — next ensuing the Date hereof, for and during the Term of her natural Life, the said Annuity or yearly Sum of — l. of, &c. by equal quarterly Payments in the Year; (that is to say) on, &c. then, &c. but if Default, &c. of said Annuity, or any Part thereof, on any of the said several Days above mentioned, contrary, &c. then, &c.

By a Trustee to pay a Legacy on his Receipt thereof, to a Woman if living, and if dead, to be divided amongst her Children.

Whereas F. B. of, &c. in and by his last Will and Testament duly executed, bearing even Date with the above written Obligation, hath (amongst other Things) given unto the above bounden E. W. the further Sum of 300 l. **And whereas** the true Will, Mind and Intention of the said F. B. in giving such further Sum or Legacy of 300 l. unto the said E. W. was on Condition, and upon this special Trust in the said E. W. reposed, (which the said E. W. doth hereby declare and acknowledge) that in case the said E. W. his, &c. shall ever be intitled to the said Legacy or further Sum of 300 l. and shall have and receive the same, that then he or they should forthwith, after such his or their Receipt thereof, pay unto the above named A. W. in case she shall be then living, the Sum of 200 l. of lawful Money (Part of the said 300 l.) and

and if it shall happen she the said *A.* should be then dead, then and in such Case, the said 200 *l.* to be paid to all and every the Child or Children of her the said *A.* which should be living at the Time of her Death, in such Manner as herein after is mentioned: **Now the Condition** of the above written Obligation is such, (in case the above bound *E. W.* his Heirs, Executors, Administrators or Assigns, or any of them, shall be intitled to the said Legacy or further Sum of 300 *l.* and shall have and receive the same) that then if he the said *E. W.* his Executors, Administrators or Assigns, or any of them, shall and do forthwith after such his or their Receipt of the said Legacy or further Sum of 300 *l.* pay, &c. unto her the said *A. W.* (in case she be then living) the said Sum of 200 *l.* (Part of the said 300 *l.*) and in case of her Death, do and shall pay the same Sum of 200 *l.* unto and amongst all and every the Child or Children of the Body of her the said *A.* begotten or to be begotten, which shall be living at the Time of the Death of her the said *A.* to be equally divided between or amongst them, Share and Share alike, (if more than one such Child;) then, &c.

From a Trustee to pay Money weekly to a Woman during her Life, whether Covert or Discover, pursuant to a Will.

Whereas the above named *C.* by her last Will, &c. bequeathed unto the above bound *A.* her Kinsman, his, &c. the Sum of, &c. *Upon Trust* and to the Intent that he and they should thereout weekly, and on the *Monday* in every Week, during the natural Life of her Kinswoman *E.* Wife of *F.* pay to her, the said *E.* the Sum of 4 *s.* of, &c. for her own particular Use and Maintenance, whether she should be Covert or Sole; and notwithstanding her present, or any other Coverture, and without any intermeddling therein by her present or any other Husband; and did thereby order, that the Receipts of the said *E.* should, notwithstanding her present or any other Coverture, be a sufficient Discharge for the same, and gave the Residue of the said — *l.* and Interest thereof, after Payment of the said weekly Sum of 4 *s.* to the said *E.* and the whole — *l.* and Interest after her Decease, to the said *A.* his Executors, Administrators and Assigns, and appointed the above named *B.* Executor of her said Will, and is since departed this Life: **And whereas** the said *B.* hath duly proved the said Will, and took upon himself the Execution thereof: **And whereas** the said *B.* hath, before the Day of the Date hereof, paid to the said *A.* the said Sum of — *l.* so given and bequeathed to him by the said Will of the said *C.* as aforesaid, the Receipt whereof the said *A.* doth hereby acknowledge: **And whereas** the said *A.* hath paid to the said *E.* Wife of the said *F.* the said weekly Sum of 4 *s.* to the — in Pursuance of the said Will of the said *C.* **Now the Condition, &c.** that if the said *A.* his Executors and Administrators, shall and do weekly, and on the *Monday* in every Week successively, during the natural Life of the aforesaid *E.* well and truly pay, or cause to be paid, unto her the said *E.* the said Sum of 4 *s.* of lawful, &c. to and for her own particular Use and Maintenance, whether she shall be Covert or Sole, and notwithstanding her present, or any other Coverture, according to the true Intent and Meaning of the said Will of the said *A.* deceased; then, &c.

To pay Money within a Time limited after the Reversal of a Decree, or else to procure the Person to whom the Estate is conveyed, to secure the Money.

The Condition of this Obligation is such, that **Whereas** Sir *L. A.* of —, Bart. has an Appeal now depending before the Delegates, from a Decree made by the Commissioners of the forfeited Estates, touching an Estate of the said Sir *L. A.* in the County of *N.* **Now** if the said Delegates shall reverse the said Decree on which the said Appeal is grounded, and the said Sir *L. A.*'s Estate shall be decreed to him; then and in such Case, if he the said *L. F.* his Heirs, Executors and Administrators, shall and will within three Months after the said Reversal, either pay or cause to be paid to the said *A. B.* his Executors, &c. the Sum of 2000 *l.* or otherwise procure the Persons to whom the said Sir *L. A.* has conveyed his Estate by Mortgage, or otherwise to secure the said Sum of 2000 *l.* to the said *A. B.* to his good Liking; then, &c.

To pay Money with a Conditional Demise under it.

(*A. to B.*)

The Condition, &c. that if the said *A.* pay — *l.* with Interest at 5 *l.* per Cent. on the, &c. next, then, &c. and the said *A.* in Consideration of the said Sum of — *l.* paid and lent him by the said *B.* and for securing the Payment thereof with Interest as aforesaid,

said, doth hereby grant, sell and demise unto the said B. his Executors, Administrators and Assigns, all that, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, to hold all the said Premises unto the said B. his Executors, Administrators and Assigns, from the Date hereof for the Term of 99 Years, and fully to be compleat and ended, without Impeachment of Waste, at the yearly Rent of one Pepper-Corn, if demanded; provided and upon Condition, that if the said A. his Heirs, &c. pay the Sum of ——— l. as aforesaid; then the Sale and Demise of the said Premises made as aforesaid, to be void and of none Effect.

To pay Money at the Day of Marriage, or Day of Death.

——— (As in the first Condition to) the Sum of ——— of lawful British Money, within six Months next after the Solemnization of the Marriage of the said A. B. or the Time of the Death of him the said A. B. which of them shall first happen after the Date of the above written Obligation, without Fraud or Covin; then, &c. ——— or else, &c. ———

To pay Money at a certain Time, and in the mean Time to pay at the Rate of, &c. Interest for the first Year, and at the Rate of, &c. for every Year afterwards, by half-yearly Payments till the Principal becomes due.

THE Condition, &c. that if the above bound D. and E. or either of them, their, either or any of their Heirs, &c. do and shall well and truly pay, or cause, &c. unto the above named A. his Executors, &c. the Sum of, &c. on, &c. and shall and do in the mean Time, and until the said ——— l. shall become payable as aforesaid, well and truly pay, or cause, &c. unto the said A. his Executors or Assigns, the Interest of the Sum of ——— l. at and after the Rate of, &c. for one Year from the Date of the above written Obligation, to be accounted, and at and after the Rate of, &c. from and after the End of the said first Year, while and until the said ——— l. shall become payable as aforesaid, by equal Payments at the End of every six Months, viz. on, &c. and on, &c. yearly, and in every Year successively; the first Payment of the said Interest to be made on, &c. then this Obligation, &c. but if Default shall happen to be made in Payment of the said Sum of ——— l. and the Interest thereof, or any Part of the said Principal Sum, or the Interest thereof, on the said several Days and Times before limited for Payment thereof, and as the same shall grow due and ought to be paid as aforesaid; then it shall stand in full Force and Virtue.

From a Widow to pay the Trustees of her Daughter Money, put out pursuant to a Decree in Chancery.

THE Condition, &c. that if the above bound A. his, &c. shall and do well and truly pay, or, &c. unto the above named B. and C. their, &c. the Sum of, &c. on, &c. In Trust nevertheless, and for the Use of D. A. a Minor, Daughter of E. A. late of, &c. deceased, and of her the said A. (which said 25 l. was received by the said B. and C. for a full Dividend out of the Estate of F. one of the Executors of the said F. A. deceased, by Virtue of a Statute of Bankruptcy awarded against him for 200 l. in his Hands, belonging to the Estate of the said F. A. and which said 25 l. is also Part of the Money given by the Will of the said F. A. to his said Daughter; the growing Interest whereof is thereby appointed to the said A. for the Maintenance of the said D. her Daughter, and which said Sum is also by Order of the Court of Chancery to be placed out at Interest by the said B. and C. for the said D. A.); then, &c.

From the Assignor of a Bond for Payment of Money, to pay the Assignee the Money if the Obligor in the said Bond does not.

WHEREAS A. of, &c. by Obligation under his Hand, &c. stands bound unto the above bound B. in the Sum or Penalty of, &c. conditioned to be void on Payment of, &c. unto the said B. his, &c. on, &c. And whereas the said B. by Writing under his Hand and Seal, bearing Date with these Presents, in Consideration of, &c. hath assigned the said Bond and Money therein mentioned, and thereon to grow due, and all his Right, &c. unto the said C. his, &c. to his and their own Use and Uses, and hath thereby impowered him and them to receive the same accordingly, as by the said recited Bond and Writing or Assignment, Relation, &c.

Ec. And whereas before and at the Time of executing the said recited Writing, it was agreed between the said Parties, that the said *B.* was to pay to make good, and accordingly he agrees to pay and make good, the said Sum of ——— *l.* mentioned in, and to grow due according to the Condition of the said recited Obligation, with all further Interest and Charges for the same, in case the said Sum shall not be duly paid by the said *A.* his, *Ec.* at the Time when the same shall become due and ought to be paid as aforesaid, notwithstanding the said Assignment thereof as aforesaid: **Now therefore the Condition, &c.** that if the said *B.* his Heirs, *Ec.* shall and do accordingly pay, or cause to be paid unto the said *C.* his, *Ec.* the said Sum of ——— *l.* and all further Interest and Charges thereof, in case the same be not duly paid by the said *A.* his Heirs, *Ec.* on, *Ec.* according to and in Discharge of the Condition of the said recited Obligation, he the said *C.* his, *Ec.* upon such Payment thereof, Re-assigning and Delivering back the said Obligation from the said *A.* to the said *B.* safe and uncanceled, to be by him and them had and received to his and their own Use, for and notwithstanding any wilful Act by him or them to be done to the contrary; then, *Ec.*

From a Daughter to pay the Principal Money (Interest being paid) in a Bond from her deceased Mother and another Obligor, in case the said Obligor does not pay the same.

Whereas, &c. (Recite a common Bond to pay Money from *A.* and *B.* to *C.* then after (may appear) say) which said Principal Sum of ——— *l.* remains unpaid, and is still due and owing to the said *C.* but the Interest for the same is paid to the Date hereof: And whereas the said *A.* is since deceased, and the above bound *D.* her Daughter, hath agreed to pay the said ——— *l.* with Interest for the same, on, *Ec.* if the said Sum be not paid in the mean Time by the said *B.* his, *Ec.* **Now therefore the Condition, &c.** that if the said *D.* her Heirs, *Ec.* do and shall pay, or cause, *Ec.* unto the said *C.* his Executors, *Ec.* the said Sum of ——— *l.* with lawful Interest for the same, on, *Ec.* if the same be not then, or in the mean Time, paid and satisfied by the said *B.* his Heirs, *Ec.* then, *Ec.*

To pay (or make good) Money lent upon an Assignment of a Bond of Bottomry, and a Bill of Sale, in Case the Money is not paid by the Obligor and Bargainor in the said Bond and Bill of Sale.

Whereas, &c. (Recital of a common Bond of Bottomry, and of a Bill of Sale of Part of a Ship from the same Person, as in the Bond as far as the Habendum;) to hold unto the said *B.* his, *Ec.* to his and their own Use and Uses, and as his and their own proper Goods and Chattels for ever; which said recited Bill of Sale, in and by a certain Writing or Deafeance, under the Hand and Seal of the said *B.* is declared to be made only for Security of the said Monies to grow due upon the said recited Obligation as aforesaid, as by the said recited Obligation, Bill of Sale and Deafeance, Relation being thereunto respectively had, *Ec.* And whereas the said *B.* by a certain Writing or Assignment, bearing even Date herewith, for the Consideration, *Ec.* hath granted, *Ec.* unto the said *C.* the said recited Obligation and Monies thereupon to grow due and payable, and the said recited Bill of Sale, and ——— Part of the said Ship, with her Appurtenances, to have, hold and receive the same, unto and by the said *C.* his, *Ec.* to his and their own Use and Uses, as by the said recited Writing or Assignment, Relation, *Ec.* **Now the Condition, &c.** that if the said *B.* his, *Ec.* do and shall well and truly pay, or cause, *Ec.* unto the said *C.* his, *Ec.* all such Money as shall grow and become due and payable, according to the Condition of the said recited Obligation, in case the same be not duly paid at the Time, and in Manner as therein is mentioned, or by and out of the said ——— Part of the said Ship, with her Appurtenances, according to the Intent and true Meaning of the said recited Bond and Bill of Sale; then, *Ec.*

To pay Money with Interest owing on Account.

Whereas the above bound *A.* on the Day of the Date above written, oweth and is justly indebted to the above named *B.* in the Sum of, *Ec.* for Goods and Merchandises at several Times, before the Day of the Date hereof, sold by the said *B.* to the said *A.* and by him or his Order shipped for ——— which is hereby acknowledge by the said *A.* and as by an Account thereof, on the Day of the Date hereof stated and settled between him and the said *B.* and signed and allowed of by the said *A.* may appear: **Now, &c.** that if the above bound *A.* his, *Ec.* do and shall well and truly pay, or cause, *Ec.* unto the said *B.* his Executors,

cutors, &c. in L. the said Sum of, &c. with Interest for the same, after the Rate of, &c. on, &c. **Then** this Obligation, together with two other Obligations of the Date above written, and in the like Sum or Penalty as above mentioned, with Conditions respectively of the same Term with these Presents, and for the same Debt, to be void, or else to remain in full Force and Virtue.

To pay a Sum of Money lent on executing a Lease, and another Sum for Cattle delivered, or to leave so much Stock of Cattle upon Land, sufficient to satisfy Money lent and Cattle delivered, at the Expiration of the Lease.

Whereas the above named B. hath by Indentures of Lease, bearing the Date above written, let unto the above bound A. a Messuage or Farm, &c. for, &c. **And where-** as the said B. hath at or before Sealing and Delivery of these Presents, according to an Agreement in that Behalf between the said Parties, paid and lent unto the said A. the Sum of, &c. and hath further delivered unto the said A. Cattle or Beasts to his Content, for the Stocking of the said Farm to the Value of, &c. more of like Money, the Receipt of which said Money and Stock of Beasts or Cattle, the said A. doth hereby acknowledge: **Now the Condition,** &c. that if the said A. his Heirs, &c. shall and do at the End and Expiration, or some sooner Determination of the said Term of — Years mentioned in the said recited Lease, which shall first happen, well and truly pay, or cause to be paid unto the said B. his, &c. the Sum of, &c. or shall and do then leave and deliver unto or for the said B. his, &c. in or upon the said Premises, such and so many Beasts or Cattle, which, according to the Judgments or Appraisements of two indifferent Persons for that Purpose to be chosen by the said Parties, shall amount unto the said Sum of — l. then, &c.

To repay the Consideration Money in an Assignment of a Stall or Standing in a Market, if the Assignee be molested or turned out thereof.

Whereas the above bound A. hath, for the Consideration of — l. paid him by the above named B. assigned over unto him the said B. a Stall or Standing in — Market in L. **Now the Condition,** &c. that if the said B. shall duly pay his Rent, and shall notwithstanding at any Time or Times hereafter, be molested or disturbed by the Farmers of the said Market, in the Possession of the said Stall or Standing, or put out of the same; then if the said A. his Executors, &c. do and shall immediately, upon Notice thereof given unto him by the said B. his Executors, &c. well and truly repay unto him the said B. his Executors, &c. the said Sum of — l. paid him for the said Stall as aforesaid, he the said B. at the same Time re-assigning over unto the said A. the said Stall or Standing, and all his Right and Title thereunto; then, &c.

To pay Rent for a Shop let for a Year certain (and — Warning to be given) and to indemnify the Landlord from a former Tenant, and to deliver up Things at the End of the Term.

Whereas the above named B. did formerly let at Will unto C. a Shop, situated, &c. which said C. hath left the said Shop, and the above bound A. hath desired and agreed to take the said Shop at the yearly Rent of — l. for one Year certain from — and for so long Time afterwards as both the said Parties shall agree, and until after the End of — Months Notice given by either of them upon any of the Quarter-Days hereunder mentioned, for leaving the said Premises, which the said Parties do for that Purpose agree to give to each other accordingly; and after the End of such six Months Notice so given, the said A. doth agree to quit and give up the actual Possession thereof, with the Appurtenances, unto the said B. **Now the Condition,** &c. that if the said A. his, &c. do and shall truly pay, or cause, &c. unto the said B. his, &c. for the said Shop and Premises, the said yearly Rent of — l. on the four usual Quarter-Days in the Year, viz. the, &c. in every Year, by equal Portions; the first Payment thereof to begin and to be made on, &c. for and during the said one Year, and for so long Time afterwards, as the said A. his Executors, Administrators, Undertenants and Assigns, shall enjoy the said Premises, without any Let, Denial or Interruption, of or by the said B. his, &c. and until the End of such — Months Notice shall be given by either of the said Parties, unto the other of them, for leaving the same; and also if the said A. shall give such Notice as aforesaid, for leaving the said Premises; and if the said A. and all other Occupiers

Occupiers of the said Premises, do and shall, after — Months Notice in that Behalf given to the said A. his, &c. or at the Premises aforesaid, deliver up the actual Possession of the said Premises, with the Doors, Window-Shutters, and all other Appurtenances thereunto belonging, in good Tenantable Repair, unto the said B. his, &c. and shall and do at all Times indemnify the said B. his, &c. from all Actions, Suits, Charges and Damages, by or from the said C. for or by Reason of the said Premises; then, &c.

From a Lessee and his Friend (as Surety) to pay Rent according to the Lease.

Whereas the above named M. P. by her Indenture of Lease, bearing even Date with and executed before the above written Obligation, for the Consideration in the said Lease mentioned, Hath demised unto the above bound G. T. a Messuage or Tenement, with its Appurtenances, situate, &c. **To hold**, &c. for the Term of seven Years from hence next ensuing, determinable nevertheless at the End of the first three Years of the said Term, if he the said G. T. his Executors, Administrators or Assigns, shall give six Months Notice thereof, in Manner as therein mentioned, at and under the yearly Rent of 40 l. payable quarterly, in Manner as therein expressed, as by the said Lease may more fully appear: **Now the Condition**, &c. that if the above bound G. T. and C. M. or either of them, their or either of their Heirs, Executors or Administrators, shall and do, during the Continuance of the said recited Lease, well and truly pay, or cause to be paid, the said yearly Rent of 40 l. of, &c. unto her the said M. P. her Executors, Administrators or Assigns, on the four several Quarter-Days following, viz. on, &c. by four even and equal Portions or within 14 Days next after every of the said Quarter-Days, according to the true Intent and Meaning of the said recited Lease; *Subject nevertheless to such Determination thereof in Manner as aforesaid*; then the above written Obligation shall be void and of no Effect; but if Default shall be made of or in any of the said quarterly Payments, then the same shall remain in full Force and Virtue.

To pay back Purchase-Money for Lands conveyed, if the Bargainor's Wife shall die before a Fine be perfected.

Whereas the above bound A. B. and C. his Wife, have by Indentures of Lease and Release, bearing Date, &c. in Consideration, &c. conveyed unto the said D. and E. and the Heirs of the said D. for ever, a Messuage, &c. situate, &c. as the said Premises are therein particularly described; in which said recited Indenture is contained a Covenant from the said A. B. and C. his Wife, for levying a Fine *sur Consuance de droit*, &c. of the said Premises, according to the usual Course of Fines, with Proclamations before the End of — Term next ensuing, &c. as thereby, Relation, &c. **And whereas** the said D. hath before Sealing hereof paid the said A. B. and C. his Wife, the said — l. the Purchase Money for the said Premises, but the said Fine is not yet perfected: **Now the Condition**, &c. that in case the said C. Wife of the said A. B. shall happen to depart this Life before the End of — Term next ensuing, &c. and the said Fine shall not before such her Decease be perfected in due Form of Law, so as thereby to assure the said Premises so conveyed to the said D. and E. and the Heirs of the said D. according to the true Meaning of the said recited Indentures; then if the said A. B. his Heirs, &c. shall well and truly pay, or cause to be paid back unto the said D. his Executors, &c. the said Sum of — l. which is so by him paid as the Purchase Money of the said Premises, with lawful Interest for the same, the said D. and E. their Heirs or Assigns, at the same Time redelivering the said recited Indentures to be cancelled, or reconveying the said Premises at the Charge of the said A. B. his Heirs or Assigns, as shall be reasonably desired; then, &c.

That if Money paid, and mentioned to be allowed in Part of Purchase Money, or any Item thereof, shall be deemed unreasonable, Part being paid, and Part detained in the Hands of the Purchaser, the Money detained shall be applied in Satisfaction, and if not sufficient, the Deficiency shall be supplied out of the Money paid, which the Obligor is to re-pay.

B. F. to H. S.

Whereas by certain Articles of Agreement, bearing Date the 23d Day of, &c. made, &c. **Between** N. M. of the Examiners Office, London, Gent. of the one Part, and the above bound B. F. of the other Part, for and in Consideration of the Sum of 1090 l. agreed

agreed to be paid, in Manner therein mentioned, by the said *B. F.* to the said *N. M.* the said *N. M.* *Did* covenant with the said *B. F.* that he the said *N. M.* should assign over his Lease of the Parsonage and Tithes of *T.* in the said County of *W.* for the Residue of a certain Term of 21 Years to him thereof granted by the Dean and Canons of *W.* by an Indenture, dated, &c. unto the said *B. F.* **And whereas** by other Articles of Agreement, bearing Date the ninth Day of May, &c. made, &c. between the above named *H. S.* of the one Part, and the said *B. F.* of the other Part, *It was thereby agreed*, and the said *B. F.* did thereby for himself, &c. covenant with the said *H. S.* (among other Things) that he the said *B. F.* should within one Month then next ensuing, assign over to the said *H. S.* the said *N. M.*'s said Articles, and all the Benefit and Advantage thereof, and thereby accrewing, together with the Notes and Acquittances given by the said *N. M.* for the Sum of 165*l.* 9*s.* paid by the said *B.* to or for the said *N.* and mentioned to be allowed in Part of the Purchase Money for the said Parsonage, to and for his the said *H. S.*'s own proper Use and Benefit; and the said *H. S.* did thereby covenant with the said *B. F.* (among other Things) that he the said *H. S.* for and in Consideration of the said Premises, should well and truly pay, &c. unto the said *B. F.* his, &c. the Sum of 165*l.* 9*s.* of, &c. upon, &c. (which said 165*l.* 9*s.* the said *B. F.* advanced and paid to the said *N.* or otherwise was to be allowed by him in Part of the Purchase Money for the said Parsonage;) *And it is thereby further mutually agreed* by and between the said Parties, that if Mr. *P. W.* and Mr. *R. J.* or the said *R. J.*'s Counsel do adjudge that any Part or Parts of the said 165*l.* 9*s.* paid by the said *B. F.* to the said *N. M.* or to be allowed in Part of the said Purchase Money for the said Parsonage, should be unreasonable to be allowed as Part of the said Purchase Money, or if the High Court of Chancery, on any Decree there to be obtained at the said *H. S.*'s Costs, should adjudge any Part or Parts, or Item or Items of the said 165*l.* 9*s.* as Money not paid or to be allowed in Part of the said Purchase; that then every such Part or Parts, or Item or Items thereof, should forthwith on Demand (after such Decree settled or Judgment given by the Counsel aforesaid) be paid back by the said *B. F.* his Executors, Administrators or Assigns, unto the said *H. S.* his Executors, Administrators or Assigns, as by the said several and respective Articles of Agreement, Relation, &c. **And whereas** the said *H. S.* in Pursuance and Part of Performance of the said last in Part recited Articles of Agreement, hath, at or before the Sealing and Delivery of these Presents, actually paid unto the said *B. F.* or his Order, the Sum of 150*l.* in Part of the said Sum of 165*l.* 9*s.* and the Sum of 15*l.* 9*s.* Residue of the said Sum of 165*l.* 9*s.* is by express Agreement to remain in the Hands of the said *H. S.* until a good and clear Title to the said Parsonage Tithes and Premises shall be made out and legally assigned and conveyed by the said *N. M.* and *S.* his Wife, unto the said *H. S.* his Executors, Administrators and Assigns, for the Residue of the said Term of 21 Years: **And whereas** it has been agreed by and between the said *B. F.* and *H. S.* that if any Part or Parts, Item or Items of the said 165*l.* 9*s.* shall be decreed by the said Court of Chancery, or adjudged by the said Mr. *W.* and Mr. *J.* or his the said Mr. *J.*'s Counsel to be unreasonable to be allowed as Part of the said Purchase Money of 1090*l.* that then it shall be lawful to and for the said *H. S.* his, &c. to deduct and apply the said Sum of 15*l.* 9*s.* or so much thereof as shall be sufficient, for and towards Satisfaction of so much, and such Part or Parts of the said 165*l.* 9*s.* as shall be so decreed or adjudged as aforesaid to be unreasonable, and not to be allowed as Part of the said Purchase Money of 1090*l.* and that in case the said 15*l.* 9*s.* shall not be sufficient for that Purpose; that then such Deficiency shall be made good and repaid by the said *B. F.* out of the said Sum of 150*l.* so to him paid as aforesaid: **Now the Condition** of this Obligation is such, that in case any Part or Parts of the said Sum of 165*l.* 9*s.* shall be decreed or adjudged to be unreasonable, and not allowed as Part of the said Purchase Money; and that the said 15*l.* 9*s.* now in the Hands of the said *H. S.* shall not be sufficient to make good such Payments, or Monies so disallowed as aforesaid, to the said *H. S.* his Executors or Administrators, that then if the said *B. F.* his Heirs, Executors or Administrators, shall refund and re-pay unto the said *H. S.* his Executors or Administrators, out of the said Sum of 150*l.* so paid to him or his Order as aforesaid, so much Money as the said 15*l.* 9*s.* shall fall short of answering and making good such Part or Parts, Item or Items of the said 165*l.* 9*s.* as shall be decreed by the said Court of Chancery, or adjudged by the said Mr. *W.* and Mr. *J.* or his the said Mr. *J.*'s Counsel, too unreasonable to be allowed as Part of the said Purchase of 1090*l.* that then, &c.

From J. D. to E. G. two Purchasers, to permit E. G. to receive the Rents of J. D.'s Moiety, and to keep the Original Lease as a Security for J. D.'s Moiety of the Purchase Money and Charges which E. G. paid for him, till the same is by such Receipts of Rents discharged, or till the said J. D. has otherwise paid the same.

Whereas, &c. (Recital of an Assignment to J. D. and E. G. of a Messuage, &c. in Consideration of 52 l. 10 s.) Subject nevertheless to the Payment of a certain yearly Rent of 17 l. and to the Covenants, Proviso and Agreements in the said recited Original Indenture of Lease therein recited: And so subject, then as to one Moiety of all and singular the thereby assigned Premises, (the same in two equal Parts being divided) to and for the only Use and Benefit of the said J. D. his Executors, Administrators and Assigns, for the then Residue of the said Term of 21 Years; and as to the other Moiety of the same Premises, to the Use of the said E. G. his, &c. for, &c. **And whereas** it was agreed before the Executing of the said Indenture of Assignment, that he the said E. G. should deposit and pay the said whole 52 l. and 10 s. the Consideration thereof; and that the 26 l. 5 s. the said J. D.'s Moiety thereof, should be by him re-paid to the said E. G. together with one Moiety of all Charges touching the Purchase of the said Premises, out of the Rents and Profits of him the said J. D.'s Moiety, of and in the said Premises, or otherwise, in such Manner as after mentioned; and that until the same 26 l. 5 s. and his one Moiety of the said Charges paid to the said E. G. the said Original Indenture of Lease, and the said recited Indenture of Assignment thereof, should remain as a Security in the Hands of the said E. G. **And whereas** the Charge touching the Purchase of the Premises, amounts to the Sum of 6 l. and 10 s. and there is now due to the said E. G. from the said J. D. the said Sum of 26 l. 5 s. besides his Moiety of the Charges in Purchasing thereof, amounting in both to the Sum of 29 l. only, and no more: **Now the Condition** of the above written Obligation is such, that if the said J. D. his Executors, Administrators or Assigns, shall permit and suffer him the said E. G. his Executors, Administrators or Assigns, to take and receive out of the first Rents, Issues and Profits of his the said J. D.'s Moiety, of and in the before mentioned to be assigned Premises, when and as the same shall become due, the said Sum of 29 l. without Interest; or if the said J. D. his Executors, Administrators or Assigns, shall (before the same Sum paid) pay the same Sum, or so much thereof as shall then remain unpaid, unto the said E. G. his Executors, Administrators or Assigns; then, &c.

Previous Agreement that E. G. should pay the whole Consideration Money, and J. D. to be liable to re-pay one half thereof, and of Charges to him out of the Rents of his Moiety, &c.

To pay Part of Purchase Money retained in the Purchaser's Hand, and Interest, till the Purchase is completed, or the same to be put out at Interest upon Trust.

Whereas by an Act of Parliament made in the second Year of the Reign of her late Majesty Queen Anne, Intituled an Act for vesting Lands in E. devised by Sir R. K. deceased, to the Children and Grandchildren of E. O. one of his Sisters and Coheirs, in Trustees, to be sold for the Benefit of the Devisees, the several Estates, Interests and Shares of M. B. E. W. and F. T. therein named, are vested and settled in Sir J. M. Knt. and T. B. Esq; therein named, their Heirs and Assigns; Upon Trust to convey the same to the above named J. G. his Heirs and Assigns, as Counsel should advise, on Payment of 225 l. and Interest, to the said Sir J. M. and T. B. and the Survivor of them, and his Heirs, as in the said Act is directed for that Purpose: **And whereas** the said J. G. hath for 332 l. 10 s. absolutely conveyed the said Estate to the above bound J. F. and his Heirs, by Indentures bearing even Date herewith, and hath agreed to pay the said 225 l. and Interest, and procure a Conveyance of the said Estate, Interest and Shares of the said M. B. E. W. and F. T. of and in the said Estate to be made to the said J. F. and his Heirs, as his or their Counsel shall advise; and by Reason of some Controversy between the said M. B. E. W. and F. T. touching the Division of the said 225 l. now depending in the Court of Chancery, the same cannot at present be conveyed according to the said Agreement; and by Agreement between the said J. G. and J. F. the said J. F. is to retain 400 l. Part of the said Purchase Money in his Hands, and pay Interest for the same at 5 l. per Cent. per Ann. till the said Estates, Shares and Interests, shall be conveyed to the said J. F. his Heirs and Assigns, and that if the same be not concluded within six Months, and the said J. F. shall be minded then to pay the said 400 l. and Interest, that then the said 400 l. shall be placed out at Interest on the Trusts aforesaid, upon such Security as the said J. G. and J. F. shall agree: **Now the Condition** of this Obligation is such, that if the said J. F. his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid the said 400 l. and Interest, according to the true Intent and Meaning of the

the said Agreement; then this Obligation shall be void, or else abide and remain in full Force and Virtue.

To pay Money, or re-deliver Lottery-Tickets borrowed.

THE Condition, &c. that if the above bound *A.* his Heirs, &c. do and shall well and truly pay, or cause, &c. unto the above named *B.* his Heirs, &c. the Sum of, &c. on, &c. or otherwise, if the said *A.* his Heirs, &c. shall and do, on or before the said, &c. re-deliver, or cause to be delivered unto the said *B.* his Executors, &c. the several Malt-Tickets lent and delivered him by the said *B.* at Sealing hereof, the Numbers whereof are indorsed on these Presents; or shall and do deliver unto him or them, and to his and their own Use and Uses, other unbenefitted Malt Lottery-Tickets, all of them to be within the rooth Lot or Payment of the said Tickets; and also two benefitted Tickets of 10*l.* each Benefit, with all the Interest then remaining due on the said Tickets, from, &c. to, &c. and shall and do then also allow, pay and make good unto the said *B.* all the Interest which shall be then received on the said Tickets, or any of them when so delivered, from and since the said — Day of, &c. to the said — Day of, &c. and also if the said *A.* his Heirs, &c. shall and do at all Times sufficiently warrant all the said Tickets (*which shall be delivered him in lieu of the said Tickets lent as aforesaid*) unto, and that the same shall be had, received and enjoyed by the said *B.* his, &c. from and against all Persons whatsoever, and without any Claim or Demand, Charges or Incumbrances by the said *A.* or any Person or Persons whatsoever; and shall likewise warrant and defend the said other Tickets lent and delivered him the said *B.* in case the same be so re-delivered, from and against all Incumbrances by him the said *A.* done or committed; then, &c.

From the Churchwardens of a Parish to pay a Sum of Money with Interest, borrowed by Order of the Vestry.

Whereas at a Vestry holden in the Parish of St. — above mentioned on the — Day of — it is amongst other Things, ordered by the said Vestry, that a Sum not exceeding 50*l.* be borrowed by the Churchwardens for the Use of the said Parish, as by the said Order of the said Vestry, Relation, &c. **And whereas** the above bound *A.* and *B.* have on, &c. borrowed, had and received of the above named *C.* the Sum of — of, &c. for the Use of the said Parish, in Pursuance of the said Order of the said Vestry holden for the said Parish, the Receipt, &c. **Now the Condition**, &c. is such, that if the said *A.* and *B.* or their Successors, Churchwardens of the said Parish, or their Assigns, shall and do well and truly pay, or cause to be paid unto the said *C.* his Executors, &c. the said Sum of 50*l.* with lawful Interest for the same, of lawful, &c. on, &c. then, &c.

For the Obligor to re-pay Money given him for his Place, if the Obligee be not admitted into it.

Whereas the above bound *A.* is one of the Pages of the Presence to his present Majesty King George: **And whereas** the said *A.* doth intend to surrender his said Place: **And whereas** the above named *B.* hath paid to the said *A.* the Sum of, &c. which is to remain to his own proper Use, when and as soon as the said *B.* is sworn into the said Place of Page of the Presence to his said Majesty, in the Room of the said *A.* **Now therefore the Condition**, &c. that if the said *B.* shall or may be (by the Means or Procurement of the said *A.*) sworn into the said Place of Page to the Presence of his said Majesty, in the Room of the said *A.* on or before, &c. next ensuing the Date above written, according to the usual Custom in that Case, he the said *B.* paying the Charge of his being sworn into the said Place; or in Default, or for want of the said *A.*'s Procuring the said *B.* so to be sworn into the said Place within the Time aforesaid, if the said *A.* his Heirs, &c. shall pay back the said — *l.* unto the said *B.* his Executors, &c. in either of the said Cases, this Obligation to be void and of none Effect; or else to remain, &c.

From

From a Master to return Part of the Money received with an Apprentice, if he dies before he returns from a Voyage.

Whereas *B. C.* Son of the above named *B. C.* hath, by Indentures of Apprenticeship, bearing Date the, &c. bound himself Apprentice unto the above bound *A.* for the Term of — Years, from the Date of the said Indentures, as thereby may appear; and in Consideration thereof the said *B. C.* the Elder, hath before Sealing hereof paid and given to the said *A.* the Sum of — the Receipt, &c. **And whereas** the said *B. C.* the Younger, is bound out with the said *A.* on a Voyage to — in the Ship *D.* and from thence is to return to *L.* and the said *A.* hath agreed to pay back — *l.* of the said — *l.* by him received as aforesaid, if the said *B.* the Apprentice shall happen to die during the said intended Voyage: **Now therefore the Condition,** &c. that if the said *B. C.* the Apprentice shall happen to depart this Life during the said intended Voyage, and before his Arrival therefrom to the Port of *L.* then and in such Case, if the said *A.* his Heirs, &c. do and shall pay back, or cause to be paid unto the said *B. C.* the Father, his Executors, &c. the said Sum of — *l.* Part of the said Money by him received as aforesaid, according to the Agreement aforesaid, and true Meaning of these Presents; then, &c.

From a Master to the Father of an Apprentice, that he will return Part of the Money given, if the Apprentice dies before the Expiration of half of the Term.

Whereas the above bound *A. B.* at the Request of the above named *C. D.* hath taken *F. D.* Son of the said *C. D.* to be his Apprentice in his Trade and Business of a — for seven Years from the Day of the Date above written to be accounted, as by his Indentures of Apprenticeship, bearing even Date, &c. may appear: **And whereas** in Consideration of the said *A. B.*'s taking the said *E. D.* to be his Apprentice as aforesaid, the said *C. D.* hath, at or before Sealing and Delivery hereof, paid unto the said *A. B.* the Sum of 100 *l.* of, &c. the Receipt, &c. **And whereas** it is agreed between the said Parties, that if the said *E. D.* shall happen to die before the Expiration of the first three Years and an half of the said Term of his Apprenticeship, the said *A. B.* is to return and pay back 50 *l.* of the said 100 *l.* by him received as aforesaid: **Now the Condition,** &c. is such, that if the said *E. D.* shall happen to die or depart this Life, at any Time before the Expiration of the first three Years and an half of the said Term of seven Years; then and in such Case, if the said *A. B.* his Heirs, &c. shall and do within — Months next after such the Decease of the said *E. D.* well and truly repay, or, &c. unto the said *C. D.* his Executors, &c. the Sum of 50 *l.* of, &c. Part of the said Sum of 100 *l.* so paid to him the said *A. B.* as aforesaid; then, &c.

Another, to return several Parts of the Monies if the Apprentice dies within the first, second or third Year of his Apprenticeship.

Whereas *E. D.* Son of, &c. by his Indentures of Apprenticeship bearing Date, &c. hath bound himself Apprentice unto the above bound *A. B.* for the Term, &c. as by, &c. Relation, &c. **And whereas** the said *C. D.* hath, at or before Sealing hereof, in Consideration of the said *A. B.*'s taking the said *E. D.* to be his Apprentice, and under and according to the Agreement hereunder mentioned, paid unto the said *A. B.* the Sum of 350 *l.* of, &c. the Receipt, &c. **And whereas** it was agreed between the said *A. B.* and *C. D.* before and at Sealing the said Indentures, that if the said *E. D.* shall happen to depart this Life within the first, second or third Year of the said Term of his Apprenticeship, the said *A. B.* is to return and pay back such Part of the said Sum of 350 *l.* as herein after is mentioned: **Now the Condition,** &c. that if the said *E. D.* shall happen to depart this Life at any Time before the Expiration of the first three Years of the said Term of seven Years, to be accounted as aforesaid, then and in such Case, if the said *A. B.* his Heirs, &c. shall and do within, &c. after such the Decease of the said *E. D.* well and truly pay, or, &c. unto the said *C. D.* her Executors, &c. out of the said Sum of 350 *l.* by him received, the Sum of 200 *l.* of, &c. in Case such the Decease of the said *E. D.* shall happen before the Expiration of the first Year of the said Term of his Apprenticeship; and in Case such the Decease of the said *E. D.* shall happen after the End of the said first Year, and before the Expiration of the second Year of the said Term of his Apprenticeship, then if the said *A. B.* his, &c. shall repay or cause to be paid the Sum of 150 *l.* of, &c. and in Case such the Decease of the said *E. D.* shall happen after the End of the two first Years, and before the Expiration of the third Year of the said Term

Term of his Apprenticeship, to be accounted as aforesaid, if the said *A. B.* his, &c. shall re-pay or cause to be paid unto the said *C. D.* her, &c. the Sum of 100*l.* of, &c. out of the said Sum of 350*l.* by him received as aforesaid; then, &c.

From a Person (impowered by Creditors to receive Debts assigned) to pay the Debtor a Sum of Money, and also a Salary, out of his Debts; the Debtor accepting this Person's Bond for it, instead of two of the Creditors, who had covenanted that it should be done upon the Debtor's Assigning his Goods, Debts, &c. to his Creditors.

(*A. to B.*)

Whereas in and by certain Articles of Agreement, dated, &c. made between the above named *B.* of the one Part, and *C.* and *D.* of, &c. and the several other Persons, whose Names are mentioned in the Schedule thereunto annexed, Creditors of the said *B.* of the other Part, (reciting as therein is recited) the said *B.* did covenant with the said *C.* and *D.* within two Days after all his Creditors mentioned in the said Schedule had sealed the said Articles, to assign unto the said *C.* and *D.* in Trust for themselves and the Rest of his said Creditors, all his Shop Goods, at the Value of the first Cost, and all his Debts whatsoever which shall amount to — *l.* or more; and amongst other Covenants therein contained, the said *C.* and *D.* for themselves and the rest of the said Creditors, did thereby covenant to allow him for his own private Use, out of the first Money that shall be received out of the said Debts so to be assigned, the Sum of — *l.* and 20*s.* per Week for 20 Weeks, to be accounted from the Date of such Assignment so to be made: **And whereas** the said *B.* hath accordingly by Deed dated, &c. assigned over his said Debts to the said *C.* and *D.* and they the said *C.* and *D.* have impowered, or do intend to impower the above bound *A.* to collect and gather in the said Debts: **And whereas** the said *A.* at the Request of the said *C.* and *D.* and of the said *B.* is contented to become bound for Payment of the said — *l.* and the 20*s.* per Week for 20 Weeks out of the first Monies that shall be received of the said Debts, whose Bond the said *B.* is willing to accept for the same, and to release the said *C.* and *D.* from the said Covenant, for that Purpose contained in the said recited Articles: **Now the Condition, &c.** That if the said *A.* his Heirs, &c. do and shall well and truly pay or cause to be paid unto the above named *B.* his Executors, &c. the said Sum of — *l.* of, &c. and the said 20*s.* per Week for 20 Weeks, to be accounted from the Date of the said Assignment, by and out of the first Monies that he shall receive, for or in Respect of all or any the several Debts mentioned in the said Schedule annexed to the said Articles, and by the said *B.* assigned as aforesaid; then, &c.

A Bond given as a Collateral Security.

Whereas Sir *R. C.* of, &c. Bart. by his Bond or Obligation bearing even Date herewith, is held and firmly bound unto the above named *H. H.* in the penal Sum of 200*l.* of lawful, &c. with Condition thereunder written of making the same void on Payment of the Sum of 100*l.* of like Money, with lawful Interest for the same, unto the said *H. H.* his Executors, Administrators or Assigns, on the 26th Day of *April* next ensuing the Date thereof: **And** for better securing the Payment of the said Monies, the said *R. C.* hath at the same Time executed unto the said *H. H.* a Warrant of Attorney for confessing a Judgment on the said Bond in the Court of King's Bench at *Westminster*, as of *Easter* Term next ensuing, as by the said Bond or Obligation and Warrant of Attorney, Reference unto them being had, may appear: **Now the Condition** of the above written Obligation is such, That in Case the said Sir *R. C.* shall make Default in Payment of the said Sum of 100*l.* and the Interest thereof, unto the said *H. H.* his Executors, Administrators or Assigns, on the 2d Day of *June* next ensuing the Date hereof, being the Day appointed on the *Cessat* Execution above mentioned for Payment thereof, then and in such Case if the above bounden *T. E.* and *J. B.* or either of them, their or either of their Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said *H. H.* his Executors, Administrators or Assigns, the Sum of 100*l.* with lawful Interest for the same, on the Day of, &c. in Satisfaction and Discharge of the above recited Bond or Obligation in that Behalf entred into by the said Sir *R. C.* as aforesaid; then, &c.

A Bond from a Husband to apply the Money arising by Sale of an Estate (after Payment of 14 l. to the Obligee) for the Benefit of the Wife and her Issue, if she survive.

Whereas the above bounden G. T. is and standeth seised of a certain Estate in M. late the Estate of T. G. his late Father, deceased, and doth intend with all convenient Speed to sell and dispose of the same: **And whereas** it is agreed that the Monies arising by Sale of the said Estate (after Payment of 14 l. herein after mentioned) shall be laid out and applied for the Benefit and Advantage of M. G. Wife of the said T. G. for her better Support and Maintenance in Case the said M. shall happen to survive and outlive the said T. G. her Husband: **Now the Condition** of the above written Obligation is such, That if the said T. G. do and shall, within one Week next after the Sale of the said Estate above mentioned, pay and satisfy out of the Monies arising by such Sale, unto the above named P. T. his Executors, Administrators or Assigns, the Sum of 14 l. of lawful, &c. in Discharge of a Bond, bearing even Date herewith, by him the said T. G. entered into for that Purpose to the said P. T. and do and shall also pay, apply and dispose of all the Rest and Residue of the Monies arising by such Sale of the said Estate, to and for the proper Use, Benefit and Advantage of the said M. Wife of the said T. G. for the better Support and Maintenance of her the said M. and of such Child and Children as she shall happen to have by the said T. G. in Case she the said M. shall happen to survive the said T. G. her Husband, by such Ways and Means, and in such Manner, as the said P. T. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall reasonably devise or require; then, &c.

A Bond from four Persons to a Purchaser touching Payment of 200 l. Trust Monies, (being Part of Purchase Monies) according to the Trusts thereof, &c. and for indemnifying Purchaser therefrom, &c.

Recitals, viz.
The Convey-
ance and Fine
of Premises to
a Trustee to be
fold;

and after Pay-
ment of Debts
therein men-
tioned, then as
to 800 l. Part
of Purchase
Monies, upon
the Trusts fol-
lowing, viz.
The Interest
thereof to the
Mother dur-
ing Life,
then 300 l. a
piece to her
two Daugh-
ters, and the
200 l. Resi-
due, to her
Grandson an
Infant.

As to the
Marriage of
one of the
Daughters,
and her Por-
tion payable
out of Trust
Monies.

As to the In-

Whereas by Indentures of Lease and Release, bearing Date respectively the 17th and 18th, &c. and made between the above bounden H. S. (by the Name of, &c.) and P. his Wife, (since deceased) of the first Part, the above bounden J. S. and D. his Wife, of the second Part, E. E. Gent. and the above bounden J. H. of the third Part, and R. T. Gent. (since deceased) of the fourth Part, All that, &c. and in the same Indenture of Release particularly mentioned, Were by Virtue thereof, and of a Fine duly levied, pursuant to the Covenant therein contained, granted and released unto and to the Use of the said R. T. and his Heirs, Upon Trust, that he the said R. T. and his Heirs should sell and dispose of the same for the best Price that could be got for the same; And upon further Trust, that after Payment of the several Sums of 600 l. and 400 l. due unto the said E. E. and J. H. upon their several Securities therein mention'd, and all Interest due for the same, to pay and dispose of all the Rest and Residue of such Money, or permit and suffer the said E. E. and J. H. to take out of such Purchase Money the Sum of 800 l. subject to the following Trusts, viz. Upon Trust that the said E. E. and J. H. should pay the Interest of the said 800 l. to the said D. S. during her Life, and after her Decease, to dispose of the same in Manner following, viz. The several Sums of 300 l. and 300 l. unto M. S. and E. S. (Sisters of the said H. S.) and 200 l. the Residue thereof, to H. S. Son of the said H. S. and to be so paid to them immediately upon the Decease of the said D. S. and in Case the said H. S. the Son should happen to die in the Life-time of the said D. S. then the said E. E. and J. H. should pay and apply Part of the said 200 l. in such Manner as the said D. S. should by Deed or Will direct or appoint, and the other 100 l. to the said H. S. the Father: **And whereas** by Indenture *Quadrupartite*, bearing Date the 7th Day of, &c. made between the said J. S. and D. his Wife, of the first Part, the said H. S. the Father, of the second Part, the said M. S. of the third Part, and the above bounden N. H. of the fourth Part, (after reciting as therein is recited) in Consideration of a Marriage then intended to be had between the said N. H. and M. S. (and which was soon afterwards had and solemnized accordingly) It is inter alia mutually agreed between the Parties thereto, that in Case the said H. S. the Son die in the Life-time of the said D. S. then the said M. S. should have as a further Advancement in Marriage the Sum of 100 l. Part of the said Sum of 200 l. and that the said E. E. and J. H. should immediately after the Death of the said H. S. the Son pay the said Sum of 100 l. Part of the said 200 l. unto the said M. S. as in and by the said Indentures, Relation, &c. respectively, &c. **And whereas** the said H. S. the Son is still an Infant, viz. of the Age of — or thereabout: **And whereas** the said J. S. and D. his Wife, H. S. the Father, N. H. and M. H. his Wife, and E. S. have contracted and agreed with the above named

named G. O. for the absolute Sale of the said Premises unto him the said G. O. for the Sum of 1800 l. And by Indenture of eight Parts, bearing even Date herewith, and made between, the said Capital Messuage, &c. (in Consideration of the said Sum of 1800 l. paid as there- in mentioned) are granted and released unto and to the Use of the said G. O. and J. H. and the Heirs of the said G. O. *In Trust nevertheless* as to the Estate of the said J. H. for and for the only Benefit of the said G. O. and his Heirs for ever: **And whereas** the Sum of 200 l. Part of the said Sum of 1800 l. is in and by the said recited Indenture of eight Parts, mention- ed to be paid by the said G. O. unto the said E. E. and J. H. which is to be by them paid over unto the said H. S. the Son, in Case he shall survive his said Grandmother D. S. or otherwise to be paid in the Manner as in that Behalf directed by the said recited Indenture *Quadripartite* of Release of the 18th, &c. and the said in Part recited Indenture *Quadripartite* of Settlement of the 7th of, &c. respectively: **Now the Condition** of the above written Obligation is such, That if the said E. E. and J. H. and the Survivor of them, their several Heirs, Executors and Administrators, do and shall from Time to Time, and at all Times hereafter, well and truly pay, apply and dispose of the said Sum of 200 l. and the Interest thereof, from Time to Time becoming and accruing due, pursuant to the several Trusts contained in the said several in Part recited Indentures of the 18th of May, &c. and the 7th of December, &c. respectively; **And** shall and will from Time to Time, and at all Times hereafter, save harmless and keep in- demnified the said G. O. his, &c. and his and their Estates, Goods and Chattels, of and from all and all Manner of Suits, Losses, Damages and Expences whatsoever, which he the said G. O. his, &c. or any or either of them shall or may sustain, suffer or be put unto, either in Law or Equity, or otherwise, for or by Reason or Means of the Payment of the said 200 l. unto the said E. E. and J. H. as aforesaid, or by Reason of the Right, Title or Claim in or to the said Sum of 200 l. or any Part thereof, of the said H. S. the Son, his Executors or Admin- istrators, or any other Person or Persons whatsoever, by Virtue of or under the said several in Part recited Indentures of the said 18th of May, &c. and the 7th of December, &c. or either of them, or any Thing arising therefrom or relating thereunto; then, &c.

Per W. P. W.

For Creditors to pay back a proportionable Part of what they received, in Case any more Debts appear chargeable upon the Premises.

Whereas the Right Honourable T. E. Esq; late deceased, late Father of the above named J. E. did die indebted to several Persons by Specialties: **And whereas** an Estate lying and being, &c. or being Parcel of the Manor of, &c. in, &c. of or about the yearly Value of 200 l. is liable to the Payment of the said Specialties, as being an Estate that descended in Fee-simple to the said J. E. being Eldest Son and Heir of the said T. E. all which Estate is likewise included in a certain Mortgage made thereof by the said T. E. to A. N. Esq; since de- ceased, by Indenture bearing Date the — **And whereas** by Consent of several of the Cre- ditors of the said T. E. the said Fee-simple Estate is valued at 4000 l. and agreed to be sold for the said Sum of 4000 l. **Which** said 4000 l. is agreed to be applied in the first Place towards the Discharge of the said Mortgage, and afterwards of the Debts by Specialties due by the said T. E. at the Time of his Death, in which said Specialties the Heirs of the said T. E. are expressly bound: **And whereas** the Sum of — was lately paid in Discharge of the said Mortgage, so that there remained of the said 4000 l. the Sum of — to be divided amongst the respective Creditors by Specialties of the said T. E. which have been hitherto discovered: **And whereas** other Creditors by Specialty of the said T. E. in which his Heirs are bound, may hereafter be discovered; which may commence Suits against the said J. E. the Heir of the said T. E. de- ceased, and may likewise pretend to disturb the Title of the Purchase of the said Fee-simple Estate: **And whereas** the above bounden A. B. being (an Assignee) one of Creditors by Specialty of the said T. E. has upon the Day of the Date hereof received of the said J. E. the Sum of — of lawful, &c. in full for his Share, Proportion and Dividend of the said Sum of — **Now the Condition, &c.** That if the said A. B. his Heirs, Executors or Administrators, shall refund and repay in Proportion to the said J. E. his Executors or Admin- istrators, out of the said Sum of — so by him the said A. B. received as aforesaid, so much Money as may satisfy in Proportion any Debt by Specialty of the said T. E. (for the Payment of which his Heirs are bound) as may at any Time hereafter be discovered within the Space of two Years next ensuing the Date hereof, and so far forth as the said Sum of — so receiv- ed by the said A. B. as aforesaid, shall extend in Proportion with the several Shares or Divi- dends of the said Sum of — which already have or hereafter shall be paid to the said respec- tive Creditors, and not further, shall indemnify the said J. E. his Heirs, Executors and Admin- istrators,

nistrators, and also the said Fee-simple Estate from any such Specialties as shall or may hereafter be discovered within the said Space of two Years as aforesaid; that then, &c.

Condition of a Bond from the Purchaser to pay the Mortgage Money due on the Premises.

Whereas by Indenture bearing Date on or about the, &c. made, &c. between Sir *W. D.* of, &c. and *J. B.* of, &c. of the one Part, and the above named *M. F.* of the other Part, a certain Piece or Parcel of Ground, and several Messuages or Tenements, situate, &c. are conveyed in Mortgage by the said Sir *W. D.* or by his Direction, unto the said *M. F.* for the Term of 500 Years, for the securing of the Sum of 200*l.* and Interest from the said Sir *W. D.* unto the said *M. F.* And whereas the said Sir *W. D.* hath sold the Reversion and Equity of Redemption of the said, &c. and thereupon the said *M. F.* hath released unto the said Sir *W. D.* all the Covenants in the said Mortgage contained, which were or are to be performed on the Part and Behalf of the said Sir *W. D.* And whereas the above bounden *R. D.* in Lieu and in the Place of the said Sir *W. D.* hath undertaken to be bound unto the said *M. F.* for the said Principal Sum of 200*l.* and all Interest which is now or shall from henceforth grow due for the same: **Now the Condition** of this Obligation is such, That if the above bounden *R. D.* his Heirs, Executors and Administrators, or any of them, shall well and truly pay, &c. unto the said *M. F.* her Executors or Administrators, the said Principal Sum of 200*l.* and all Interest now due or which shall from henceforth grow due for the same, upon the — Day of — next ensuing the Date hereof, such Interest to be computed after the Rate of 5*l.* per Cent. per Ann. being the same Sum of 200*l.* secured, or mentioned or intended to be secured unto the said *M. F.* by the above mentioned or recited Indenture of Mortgage, and also well and truly observe, perform, fulfil, accomplish, pay and keep all and singular the Covenants, Grants, Articles, Clauses, Provisoos, Conditions, Payments and Agreements whatsoever in the said recited Indenture of Mortgage contained, which on the Part and Behalf of the said Sir *W. D.* his Heirs, Executors or Administrators, ought to be observed, performed, fulfilled, accomplished, paid and kept, in Case the said Release had not been made according to the true Intent and Meaning of the same Indenture; then, &c.

*From the Company for the Discovery of new Trades, to pay a Sum of Money, &c.
(Vide Obligations.)*

The Condition, &c. That if the above bound Governor and Company of English Merchants for Discovery of new Trades, and their Successors, do and shall, &c. (as in a common Bond).

From two Merchants at N. to repay one in L. what foreign Bills of Exchange he shall pay for them in L. with Interest, and they to pay what Bills he shall draw on them at N.

Whereas the above bounden *A.* and *B.* have requested the above named *C.* to accept and pay for them and upon their Account at *L.* such foreign Bill or Bills of Exchange as shall be drawn upon them, or either of them, or upon the said *C.* for or on their or either of their Account: **Now the Condition**, &c. That if they the said *A.* and *B.* their Heirs, &c. do and shall from Time, &c. reimburse and fully pay and satisfy to the said *C.* his Executors, &c. in *L.* or otherwise shall accept and duly pay to his or their Order at *N.* such Bill or Bills of Exchange, as he the said *C.* shall from Time to Time draw and charge on the said *A.* and *B.* their Executors, &c. for all or any such Sum or Sums of Money which he the said *C.* shall from Time to Time advance, pay and disburse, as well for Payments and Discharge of any such Bill or Bills of Exchange, for and on Account of the said *A.* and *B.* or either of them, as also what he shall otherwise credit them, together with the Charge or Allowance for drawing such Bill or Bills of Exchange upon them, or either of them, at *N.* as the Exchange shall then govern, or upon the best Terms such Money can be procured and remitted upon such Bills drawn on them, or either of them; and likewise Interest, after the Rate of — *l.* &c. for all or any such Sum or Sums of Money as the said *C.* shall so from Time to Time pay or be in Disburse for or upon Account of, or what he shall otherwise credit them, or either of them as aforesaid, until he and they shall be fully repaid and satisfied all such Sum and Sums of Money; then, &c.

From

From two Merchants to pay Bills of Exchange, which two Factors shall draw on them, to the Value of — l. being for certain Parcels of Goods by them laden on Board several Ships, by their Order and for their Use.

THE Condition, &c. That if the above bound *A.* his Heirs, &c. or any of them, shall and do accept all or any such Bill or Bills of Exchange which are or shall be drawn by *B.* and *C.* Merchants at *A.* in *R.* on the said *A.* for the Sum of — l. Sterling, or any Part or Parts thereof, for certain Parcels of — by them shipped and laden by Order of the said *A.* on Board the several Ships hereafter mentioned, viz. — Tuns, more or less, of — on Board the Ship *O. P. Master, &c.* in all — Tuns of — or thereabouts, as such the said Bill or Bills of Exchange shall be tendered or presented to or for the Acceptance of the said *A.* his Executors, &c. or any of them; and also if the said *A.* and *D.* (*one bound with him*) their Heirs, &c. or either or any of them, shall duly pay or cause to be paid all and every such Sum or Sums of Money which shall be mentioned and contained in, and for which every or any such Bill or Bills of Exchange shall be drawn, for all or any Part or Parts of the said — l. Sterling, at such Days and Times, and in such Manner, as the same and every of them respectively shall become due and payable, according to the Tenor of every or any such Bill or Bills of Exchange, and in full Discharge thereof, and every of them; then, &c.

To pay back Money (paid on a Bill of Exchange) with Interest, if no Advice from the Person that drew it within a certain Time.

WHEREAS the above bound *A.* before the Day of the Date above written, presented unto the above named *B.* for his Acceptance and Payment, a Bill of Exchange, by him alleged to be drawn by *C.* (of, &c.) on the said *B.* dated at, &c. the, &c. for the Sum of — l. Sterling, payable to the said *A.* or his Order, for Value received of Mr. *D.* as by the said Bill may appear: **And whereas** notwithstanding the said *B.* hath not received any Advice or Order from the said *C.* of or concerning the said Bill, or for the Payment thereof, yet he the said *B.* hath on the Day of the Date above written, at the Instance and Request of the said *A.* paid unto the said *A.* the said Sum of — l. Sterling, mentioned in the said Bill of Exchange, upon the said *A.*'s Promise and Agreement to re-pay the said Sum with Interest, if the said *B.* shall not within the Time hereunder mentioned receive some Advice, Letter or Order from the said *C.* for the Payment of the said Sum of — l. in the said Bill mentioned for his own Account, for which said Sum of — the said *A.* hath given the said *B.* a Receipt on the said Bill: **Now the Condition, &c.** That if the said *B.* his, &c. shall not within the Time and Space of eight Calendar Months, to be accounted from the Date above written, receive some Advice, Letter or Order, from and under the Hand of the said *C.* for the Payment of the said Sum of — l. in the said Bill mentioned, for and on Account of the said *C.* his, &c. then and in such Case if the said *A.* his Heirs, &c. shall and do within two Months after the Expiration of the said eight Months, to be accounted as aforesaid, well and truly repay or cause to be paid unto the said *B.* his Executors, &c. the said Sum of — so by him received on the said Bill as aforesaid, with Interest for the same after the Rate of — per Cent. per Ann. from the Day of the Date above written; then, &c.

To pay the Money mentioned in a Note or Bill, if it is not paid by the Drawer.

WHEREAS the above bound *A.* on the Day of the Date hereof, hath delivered and indorsed unto the above named *B.* a Bill or Note, dated at *L.* the — Day of — under the Hand of *C.* for his Master *D.* promising to pay to the said *A.* or Order, — l. — Months after Date, as thereby may appear: **Now the Condition, &c.** That if the said *A.* his Heirs, &c. shall and do well and truly pay or cause to be paid unto the said *B.* his Executors, &c. the said Sum of, &c. on, &c. next ensuing, in Case the said Sum of — l. shall not be then paid by the said *D.* to the said *B.* his Executors, &c. according to the Tenor of the said Bill or Note; then, &c.

Condition to pay Money, if Bills of Exchange given for the same and sent to Lisbon shall come back protested.

THE Condition, &c. That **Whereas** the above bounden *E. W.* and *T. K.* in Consideration of the Sum of, &c. to them paid by *J. G.* Esq; have on the Date hereof drawn three several Bills of Exchange on *B. M.* and *T. M.* Merchants at *Lisbon*, for Payment unto the said *J. G.* or his Order, at twenty Days after Sight, of 500 *Mill Reis*, the like Value here received of the said *J. G.* **And whereas** the above named *J. B.* hath by a certain Writing under his Hand of the Date hereof, at the Request of the said *E. W.* and *T. K.* engaged to the said *J. G.* in Effect as followeth, *viz.* That if the said Bills of Exchange, or any of them, come back protested, then the said *J. B.* will repay to the said *J. G.* or his Order, the Amount and Value of the said Bills of Exchange, and all Losses and Charges happening to the said *J. G.* by Reason the said Bills shall not be complied with and paid; if therefore the said *B. M.* and *T. M.* accept the said Bills of Exchange, some or one of them, and twenty Days after Sight pay unto the said *J. G.* or his Order, the said 500 *Mill Reis*, according to the Tenor and Effect of the said Bills of Exchange; and if the said *E. W.* and *T. K.* their Heirs, Executors and Administrators, or some of them, do and shall, at all Times hereafter and from henceforth, well and sufficiently defend, save, keep harmless and indemnified the said *J. B.* his Executors and Administrators, against the said *J. G.* his, &c. and all others, of, from and concerning the said recited Note or Engagement made and entered into by the said *J. B.* to the said *J. G.* as aforesaid, or all other Engagements made by the said *J. B.* to the said *J. G.* upon his advancing the said Money upon the Credits of the said Bills of Exchange, and of and from all Actions, Suits, Judgments, Executions, Costs, Charges, Damages and Demands, which may or shall arise, grow or happen to the said *J. B.* his Executors, Administrators, or Estate, by Reason of the same, in any Manner of wise; that then, &c. or else, &c.

From the Drawer of a Note of Hand, and the Person to whom payable, and an Indorser, to an Indorsee, to pay the Money mentioned in the Note, and Interest.

(A. and B. to C.)

Whereas the above bound *A.* by Note under his Hand dated at *L.* the, &c. hath promised to pay unto the above bound *B.* or Order, on the, &c. for Value received; which Bill or Note is on the Day of the Date above written indorsed and made payable by the said *B.* for Value received unto *C.* or Order, and is by the said *E.* on the Day of the Date above written, indorsed and made payable, Value received, to the above named *C.* as thereby, Relation, &c. **Now the Condition, &c.** That if the said *A. B.* and *E.* or any of them, their or any of their Heirs, &c. shall truly pay or cause to be paid unto the said *C.* his, &c. the said Sum of, &c. on the said, &c. next ensuing the Date above written, according to the Purport and Tenor of the said recited Note, and true Meaning of these Presents, together with Interest for the same, after the Rate of — *l. per Cent. per Ann.* of like lawful, &c. from the Day of the Date of the said recited Bill or Note; then, &c.

From two Persons who had given their separate Notes to a Tradesman for Goods sold to them severally, for securing the Payment of each other's Notes.

Whereas the above bound *A.* did on or about the, &c. give a Note under his Hand for the Sum of — *l.* payable to the above named *C.* or his Order, at — Months after the Date thereof, and did then also give another Note under his Hand of the same Date, for the Sum of — *l.* more, payable to the said *C.* or Order, at — Months after the Date thereof: **And whereas** the above bound *B.* did on or about the said, &c. give a Note under his Hand for the Sum of — *l.* payable to the said *C.* at — Months after the Day of the Date thereof; and did then also give another Note under his Hand of the same Date, for the Sum of — *l.* more, payable to the said *C.* or Order, at — Months after the Date thereof, as by the said several Notes, Relation, &c. **Which** said several Notes were so given for Goods sold to the said *A.* and *B.* by the said *C.* **And** the said *A.* and *B.* have agreed to become jointly and severally bound by Obligation, for the due Payment of all the said several Sums as aforesaid: **Now therefore the Condition, &c.** that if the said *A.* and *B.* their

Heirs,

Heirs, &c. respectively, or either or any of them, do and shall well and truly pay, or cause, &c. unto the said C. his Executors, &c. all the said several Sums mentioned and expressed, in and by the said several recited Notes of Hand, and every of them, as the said several Sums shall thereby become and grow due, and ought to be paid, according to the Purport and true Meaning of the said several Bills or Notes, and of these Presents; then, &c.

The like to one who had laid out Money in buying Goods for the Obligors, each having paid Part of the Money and given Notes for the Residue.

Whereas the above named C. at the Request, and for the Account of the above bound A. and B. did on or about, &c. buy of D. and Company (*Naming the Goods*) at the Rate of, &c. amounting to the Sum of — l. whereof the Sum of — l. is already paid; and the said C. hath, at the Request of the said A. and B. given his Bills or Notes to the said D. and Company, for the remaining Sum of — l. still owing for the said —: **And whereas** the said A. and B. have had and received all the said — which they do hereby acknowledge; and for Payment of the said — l. remaining due and owing for the said — the said A. hath given five Bills or Notes under his Hand, of the Date hereof, for the Sum of — l. being the one Half thereof payable to the said C. or Order, as hereafter mentioned, viz. one Note for — l. payable on, &c. one other for — l. payable on, &c. (*And so as to the Rest*) **And** the said B. hath likewise given five Bills or Notes under his Hand of the same Dates with the Bills of the said A. for the Sum of — l. being the other half Part of the said — remaining due for the said — l. and payable to the said C. or Order, as followeth, viz. one Note for, &c. (*as before*) as by the said several Bills or Notes, Relation, &c. **And whereas** the said A. and B. for the better Security of the said C. have agreed to become jointly and severally bound for the due Payments of the said several Sums, in Manner as aforesaid: **Now the Condition**, &c. that if the said A. and B. their Heirs, &c. respectively, do and shall well and truly pay, or cause, &c. unto the said C. his Executors, &c. the said several Sums of Money mentioned in, and payable by and upon the said several Bills or Notes by them respectively given as aforesaid, on the said several Days and Times therein mentioned, and as the same shall become due, according to the Tenor of the said respective Bills or Notes as aforesaid; then, &c. but if Default shall happen to be made in Payment of the said several Sums, or any of them, or any Part of them, or any of them, on the several Days of Payment thereof as aforesaid, contrary to the Tenor thereof and true Meaning of these Presents; then, &c.

From a Merchant to pay what Money shall be advanced on a Letter of Credit.

Whereas the above bound A. hath requested the above named B. to furnish, supply, and pay unto C. or his Order in B. any Sum or Sums of Money, not exceeding — Pieces of Eight, of 24 Blanquils each Piece of Eight: **And whereas** the said B. hath, at the like Request of the said A. given an Order or Letter of Credit upon, and directed to D. and Company at C. bearing Date with these Presents, to furnish and pay unto the said C. or his Order, any Sum or Sums not exceeding — Pieces of Eight; and he the said A. hath agreed to pay to the said B. in C. all such Sum or Sums of Money, as shall, by Virtue of the said Order or Letter of Credit, be paid to the said C. or his Order, within — Days after the Date of any Bill or Bills of Exchange, which shall be drawn by the said C. for Reburfement thereof: **Now the Condition**, &c. that if the said A. his Heirs, &c. do and shall accordingly, within the said — Days after the Date of any such Bill or Bills of Exchange, which shall be so drawn by the said C. well and truly pay, or cause to be paid unto the said B. his Executors, &c. in L. so much Sterling Money, as all such Sum or Sums of Money, which shall be so far advanced and paid upon or by Virtue of the said Order or Letter of Credit given as aforesaid, and for which such Bill or Bills shall be so drawn as aforesaid, shall amount unto, not exceeding in the whole — Pieces of Eight, of 24 Blanquils to a Piece of Eight, as the Exchange from C. to L. shall be on a Piece of Eight *Spanish* of Eight Ryals Plate, when such Bill or Bills of Exchange shall be so drawn; then, &c.

Condition

Condition of Obligation to pay 200l. on Receipt of 5000 Guilders lodged in the Wees-Chamber or Hospital of Rotterdam in Holland, and Interest for the said 200l. as often and in Proportion to what the Obligor receives for the 5000 Guilders till paid.

Whereas the Sum of 5000 Guilders left by the last Will and Testament of J. de C. late of R. in H. Dyer, deceased, unto A. W. the late Wife of the above named A. C. also deceased, and by the Death of the said A. W. is descended to the above bound H. V. in Right of his Wife E. sole Daughter of the said A. C. and A. his late Wife, is now remaining in the Wees-Chamber or Hospital of Rotterdam in Holland aforesaid: **Now the Condition** of this Obligation is such, that if the said H. V. his Executors, Administrators and Assigns, do and shall well and truly pay, or cause to be paid unto the said A. C. his Executors, Administrators or Assigns, the full Sum of 200l. of good, &c. within one Month next after the said H. V. his Executors, Administrators, Attornies, Agents or Assigns, may or shall have received the above-mentioned Sum of 5000 Guilders, or in Proportion for any Part or Parcel thereof, which may or shall be received as aforesaid; and if the said H. V. his, &c. do and shall in the mean Time well and truly pay, &c. Interest for the said Sum of 200l. at such Time or Times, and in such Manner, Rate and Proportion, as he the said H. V. his, &c. may or shall receive Interest for the said 5000 Guilders remaining in the Wees-Chamber or Hospital aforesaid; then, &c.

Another to warrant the Guilders to be in such Chamber.

Whereas the Sum of 5000 Guilders, &c. (as above to) in Holland aforesaid: **And** whereas the said H. V. hath by a certain Obligation, bearing even Date herewith, become bound unto the said A. V. C. in the Penal Sum of 400l. with Condition thereunder written, that if (among other Things therein mentioned) the said H. V. his Executors, &c. (as above to, be received as aforesaid) then the said Obligation to be void; as in and by the said Bond or Obligation, Relation thereto being had, it doth and may more plainly appear: **And whereas** also it was stipulated and agreed between the said V. and V. C. at and before the Sealing and Delivery of the said Bond or Obligation, and of these Presents, that the said Sum of 5000 Guilders should be warranted to be in the said Wees-Chamber or Hospital: **Now the Condition** of this Obligation is such, that if the said Sum of 5000 Guilders, and every Part and Parcel thereof, be now remaining and being in the Wees-Chamber or Hospital aforesaid; then, &c.

To pay the Money mentioned in a Navy Bill, if it is not duly paid according to the Rules of the Navy.

Whereas the above bound A. hath by a certain Writing or Assignment under his Hand and Seal, bearing the Date above written, sold and assigned unto the above named B. his Executors, &c. a Bill signed, &c. dated at the Navy-Office, and received the, &c. No (——) for impresting unto the said A. the Sum of ——l. in Pursuance of a Contract in serving New England Masts, &c. he being by the said Contract to have a Bill of Imprest for the said Sum, made out at the sailing or going forth of each Ship, on Account of the Masts, Bowsprits, &c. he is to deliver on the said Contract; and it appearing to the said Commissioners by Certificate, that the Ship C. D. Master, sailed from C. on the said Voyage, which did intitle him thereto; and the said A. hath thereby impowered the said B. as his Attorney irrevocable, to demand and receive the said Monies, due and to grow due on the said Bill, to his own Use, as thereby may appear: **Now the Condition**, &c. that in Case the said Ship shall happen to be lost in her said Voyage and Service, and before the Accomplishment thereof; or that by or through any Default, Deficiency, or Non-performance of the Contract with the said Commissioners, by and on the Part of the said A. or otherwise mentioned in, and which shall grow and become due on the said Bill, or any Part thereof, shall not be paid in Course, according to the Rules of the Navy; that then and in such Case, if the said A. his, &c. do and shall pay and make good unto the said B. his Executors, &c. all such Money which shall become due and payable for Principal and Interest upon the said Bill, at the Time the same shall grow due, or ought to be paid, according to the Rules of the Navy as aforesaid; then, &c.

To pay less Freight than agreed for by a Charter-Party.

Whereas the above bound *A.* Master of the Ship *S.* by Charter-Party, dated the, &c. hath let — Tons of the said Ship's Tonnage, to and amongst the several Merchants of — who have sealed the said Charter-Party, according to their Proportions mentioned in a Schedule thereunto annexed, for a Voyage from *L.* to *N.* and thence back to *L.* for which the said Merchants are to pay for Freight 9 s. 6 d. for every Ton Weight neat of Sugar that the said Ship shall deliver to them severally at the Port of *L.* according to their Tonnage therein, and proportionably for a lesser Quantity than 100 l. Weight: **And whereas** by Agreement by the said *A.* and the above named *B.* the said *B.* in Consideration of several Charges which he hath been at, and disbursed in and about the said Ship for the said Voyage, is to pay but 9 s. per Ton Freight for his Tonnage in the said Ship, and the said Master is to allow and pay out of the Freight, to grow due as aforesaid, unto the said *B.* 6 d. for every Ton Weight of Sugar the said Ship shall import as aforesaid, and when it shall become payable according to the said recited Charter-Party: **Now the Condition,** &c. that if the said *A.* his Executors, &c. do and shall accordingly truly pay and allow, or cause to be paid unto the said *B.* his Executors, &c. 9 s. 6 d. for every Ton Weight neat of Sugar that the said Ship shall import as aforesaid, out of the Freight that shall arise and become due by and upon the said Charter-Party for the said Ship's Voyage as aforesaid; he the said *B.* his Executors, &c. allowing thereout unto the said *A.* 10 l. for a Hat, according to the Agreement of the said Parties, and of these Presents; the said recited Charter-Party, or any Thing therein to the contrary, notwithstanding; then, &c.

From the Master of a Ship to the Owners, to pay them Money due for Freight, as soon as he has recovered the same.

Whereas there is due and owing by and from several Persons at, &c. to the Part-Owners of the good Ship called, &c. Burden, &c. whereof, &c. the Sum of, &c. for Freight, on Account of the said Ship's homewards Voyage from *N.* to *P.* in the Year —: **Now the Condition,** &c. that if the said *A.* shall and do use his best Endeavours in and about the Recovering and Receiving the said Sum due and owing as aforesaid, they the said Part-Owners allowing and paying the said *A.* his Executors, &c. their respective full Parts, in Proportion to their Parts in the said Ship, of all the Charges and Expences in and about the Recovery and Receiving the same; **And also** if the said *A.* his Executors, &c. shall and do well, &c. pay or cause, &c. and make good unto the said Part-Owners, their Executors, &c. respectively, their several and respective Parts and Shares in Proportion, according to their Parts in the said Ship, of the said Sum of — l. due as aforesaid, when and as soon as the same, or any Part thereof, shall be recovered and received; then, &c.

To pay Money for the Goods sold, and for Freight and Insurance upon their Arrival at H. and to bear all Risque afterwards.

Whereas the above bound *A.* and *B.* are bound out on a Voyage to *H.* and other Parts beyond the Seas: **And whereas** the above named *C.* at the Request of the said *A.* and *B.* hath shipped, or is to ship on board some Ship or Ships for *H.* — Cloths and Stuffs particularly mentioned in the Invoice thereof; which Goods by Agreement, are or are to be consigned to the said *A.* and *B.* at *H.* and they have agreed, and do hereby agree, to receive the same at *H.* and pay the Freight thereof thither, and to dispose of the said Goods, and run all Risques of the same after their Arrival there; and to answer, pay and make good to the said *C.* at *L.* for the said Goods and his Profits thereby, and for his bearing the Risque thereof so *H.* the Sum of, &c. as hereunder is mentioned: **Now the Condition,** &c. that if the said *A.* and *B.* their Executors, &c. or either or any of them, shall and do receive the said Goods upon their Arrival at *H.* and pay the Freight thereof thither, and run all Risques of the same after their Arrival there; and do and shall also truly pay, or cause, &c. satisfied and made good unto the said *C.* his Executors, &c. in *L.* for the said Goods and his Profit thereby, and for his Risque thereof to *H.* as aforesaid, the said Sum of, &c. on, &c. all further Advantages, by or in Respect of the said Goods being for the proper Accounts of the said *A.* and *B.* then, &c.

To pay a Sum of Money to a Person, if he helps him to a Purchaser.

Whereas the above named *B.* hath undertaken to procure, or to be helping and assisting in the procuring and getting a Purchaser or Purchasers for the Manor, &c. or of such Parts of the said Premises as *C. D. E. and F.* (who are by the Proprietors of the said Premises authorised and appointed to sell the same) or any three or more of them shall think fit; and in Consideration of the Pains and Trouble of the said *B.* in procuring a Purchaser or Purchasers for the said Premises, the above bound *A.* hath agreed to pay and give to the said *B.* the Sum of — when the said Premises, or such Parts thereof, as the Persons above mentioned appointed to sell the same, are so sold, and the Purchase Money paid for the same: **Now,** &c. that if the said *A.* his, &c. shall and do well and truly pay, or cause, &c. unto the said *B.* his, &c. the said Sum of — when and as soon as the Premises aforesaid, or such Part thereof, as the Persons appointed to sell the same shall think fit to dispose of, are so sold, and when the Purchase Money for the same shall be received; then, &c.

From a Master of a Ship, to pay the Value of what Goods shall be proved to be imbezilled on board the Ship.

Whereas *A.* Merchant at *A.* on, &c. did ship on board the Ship *Y.* Burthen about — Tons, whereof the above bound *B.* was Master, (amongst other Goods) eight Bags of Cotton, for his own proper Account and Risque, consigned to him the said *A.* and in Case of Absence to the above named *C.* as by the Bills of Lading for the same, signed by the said *B.* may appear: **And whereas** the said *A.* being in Parts beyond the Seas, the said eight Bags of Cotton were delivered to the said *C.* and upon the weighing thereof at the King's Beam at the Customhouse, London, the same did make out and weigh but — lb. Weight, neat; and the said *C.* doth alledge that by the Invoice of the said Cotton, the Weight thereof is mentioned to be — lb. neat, and according to the said Invoice, there is wanting — lb. Weight neat of the said Cotton: **Now the Condition,** &c. that if the said *B.* his Heirs, &c. do and shall well and truly pay, or cause to be paid unto the said *C.* his Executors, &c. at and after the Rate of — per Bag, for all or so much of the said — lb. Weight of the Cotton, which is alledged to be wanting of the said eight Bags thereof as aforesaid, and which within the Space of 12 Kalendar Months from the Date hereof, shall truly and sufficiently be made appear and proved, was actually laden and delivered aboard the said Ship, by or for the Account of the said *A.* at *A.* aforesaid; then, &c.

From a Master of a Ship, to repay the Money paid him for Part of a Ship, with Interest, &c. at her Return from the Transport Service, the Person, to whom it was assigned, re-assigning the same.

(*A. the Master to B.*)

Whereas the above named *B.* at the Desire and Request of the above bound *A.* and under and according to the Agreement herein after mentioned, hath consented to take; and the said *A.* by Writing or Bill of Sale under his Hand and Seal, bearing Date, &c. in Consideration, &c. in Hand, &c. Hath granted, &c. unto the said *B.* his, &c. to his and their own Use and Uses, one full and equal — Part, of and in all that, &c. Relation, &c. **Which** said — or Vessel is bound out to Sea in his Majesty's Transport Service: **And whereas** it is agreed between the said Parties, and the said *A.* doth hereby agree with the said *B.* that upon the said Ship's Arrival in any Port or Place of Great Britain, and Discharge from and out of her said Service and Employment, he the said *A.* shall and will pay unto the said *B.* his, &c. the Sum of — l. so by him paid for the said — Part of the said — or Vessel, with the Appurtenances with Interest, after the Rate of, &c. for the said Sum, from, &c. and likewise the said *B.*'s Charges of Insurance of the said Money upon the said Ship, during her said Service and Employment, and until such her Arrival and Discharge as aforesaid; and thereupon the said *B.* his, &c. shall and will re-assign the said — Part of the said — Vessel, to the said *A.* his, &c. and it is also agreed that the said *A.* is to have and take to his own Use, all Sums of Money and Profits which shall arise, be made and become due, for and on Account of the said — Part of the said — or Vessel, during her said Employment: **Now therefore the Condition,** &c. that if the said *A.* his, &c. do and shall well and truly pay, or cause, &c. unto the said *B.* his, &c. the said Sum of — l. so by him paid

paid for the said — Part of the said — or Vessel, as aforesaid, together with Interest for the said Sum of Money, after the Rate of, &c. and likewise all such Sum and Sums of Money, as the said B. his, &c. shall pay and disburse, for and on Account of the Insurance of the said Money on the said Vessel, during her said Service and Employment, and until such her Arrival and Discharge therefrom, at any Port or Place in *Great Britain* as aforesaid, within — after the first and next Return and Arrival of the said Vessel, at any Port or Place in, &c. and Discharge from her said Service and Employment as aforesaid, (he the said B. his, &c. thereupon re-assigning the said recited Bill of Sale, and — Part of the said — or Vessel, unto the said A. his, &c. or to such others, as he or they shall direct and appoint; then, &c.

To pay a Sum of Money (had and received) towards the Relief of Captives abroad, and to procure their Receipts for the same.

Whereas the above bound A. hath, on the Date above written, had and received of the above named B. the Sum of, &c. for and towards the Relief of the *English* Captives, now in Slavery at M. and other Parts in B. to and for the Use of all the said *English* Captives there: **Now the Condition, &c.** that if the said A. his Heirs, &c. do and shall, within — next ensuing the Date above written, well and truly pay, or cause to be paid unto — Captives now in Slavery in M. and other Parts in B. or the Survivors of them the said Sum of — l. **And** shall and do also, within the Space of — now next ensuing, produce, or cause to be produced a Receipt or Receipts, or other Writing from the said — or the Survivors of them, or the major Part of such Survivors, testifying the Payments of the said Sum of — l. by his Factors or Agents, to and for the Use aforesaid; then, &c.

To pay such Sums of Money (not exceeding a certain Sum) to a Person, as he shall disburse to procure a Captive Slave's Liberty, if his Liberty be obtained in a limited Time.

Whereas the above named B. hath been requested by the above bound A. to Use and do his best Endeavours to procure the Freedom and Inlargement from Captivity of C. Captive in, &c. **Now the Condition, &c.** is such, that if the said A. his Heirs, &c. shall and do within — next, after Sight of any Bill or Bills of Exchange, Letter or Advice, or any other Writings subscribed by the said C. mentioning his Freedom and Releasement from Captivity, well and truly pay, or cause to be paid unto the said B. his Executors, &c. all such Sum and Sums of Money, as shall be disbursed and laid out for Redemption of the said Captive C. by the said B. his Executors, Administrators, Factors or Assigns, or any other Person or Persons, by his or their Order, Direction or Appointment, so as the same do not exceed the Sum of — Sterling, and so as the Freedom of the said C. the Captive, be obtained within the Time and Space of — to be accounted from the Date above written; then, &c.

That if a Person follows a Trade within a certain Parish, he shall pay a certain Sum.

— That if the above bound E. B. do or shall at any Time or Times hereafter, either directly or indirectly, use, exercise or follow the Art, Trade or Mystery of, &c. in any Place or Places within the Parish of, &c. or shall vend, sell, utter, or expose to Sale any (a) Goods, Wares or Merchandises whatsoever, that do or shall concern, or in any wise belong to the Art, Trade or Mystery of, &c. **Then** if the Executors, Administrators or Assigns, shall well and truly pay, or cause to be paid unto the said W. N. his, &c. the full Sum of, &c. upon Demand thereof, without Fraud, Covin or Delay; then, &c.

(a) The Things may be more particularly described.

III. For peaceable Injoyment, free from Incumbrances, and for further Assurance.

For peaceable Injoyment of Copyhold Premises, free, &c. and for further Assurance, &c.

Quiet Injoyment ;

free from Incumbrances ;

further Assurance.

Whereas the above bounden R. Earl of B. together with K. Countess of B. his Wife, have on the Day of the Date hereof surrendered, assigned, transferred and set over, according to Law and the Customs of the several Manors of which the Premises herein after mentioned, or some Parts thereof, are held by Copies of Court Roll, or otherwise, *All that, &c.* and also all that, *&c.* and all other, *&c.* of the said R. Earl of B. and the said Countess his Wife, situate, *&c.* (except, *&c.* in) **To the Use and Behoof of the above named H. Lord C. and J. F. their Heirs and Assigns for ever :** **Now the Condition, &c.** that if the said H. Lord C. and J. F. their Heirs and Assigns, shall and do peaceably and quietly hold and enjoy all and singular the before mentioned Premises, with their and every of their Appurtenances (except before excepted) **Free** and clear of and from all former and other Bargains, Sales, Surrenders, Forfeitures, Charges, Debts and Incumbrances whatsoever, had, made, done, committed or suffered by the said R. Earl of B. and the said Countess his Wife, or either of them, or of or by any Person or Persons claiming by, from or under the late Father of her the said Countess ; **And** also if the said R. Earl of B. and the said Countess his Wife, and every other Person and Persons, having or lawfully claiming any Right, Title or Interest in the before mentioned Hereditaments and Premises, or any Part thereof (except before excepted) by, from or under them or either of them, or by from or under the said — the late Father of her the said — shall and do, during the Space of seven Years now next ensuing, at the Request and Charge of the said H. Lord C. and J. F. their Heirs or Assigns, make, do and execute such further Surrender or Surrenders, and other Assurances whatsoever, for the better Conveying and Assuring of the said Hereditaments and Premises, and every Part thereof (except as aforesaid) unto and to the Use of the said H. Lord C. and J. F. their Heirs and Assigns, as by their, either or any of their Counsel learned in the Law, shall be reasonably advised and required ; then, *&c.*

From a Husband, that a Purchaser shall peaceably enjoy without any Let, &c. by Reason of his Wife's Dower, &c.

Whereas the above bound A. and E. his Wife, have by Indentures of Lease and Release, the Lease bearing Date, *&c.* and the Release bearing Date, *&c.* (with others in the said Indentures mentioned) granted, *&c.* unto the above named D. and his Heirs and Assigns for ever, *All that, &c.* therein particularly mentioned, as thereby, Relation, *&c.* **Now the Condition, &c.** that if the said D. his Heirs and Assigns, shall and do at all Times hereafter peaceably and quietly have, hold, occupy, possess and enjoy the said, *&c.* so conveyed as aforesaid, and receive and take the Rents, Issues and Profits thereof, without any Let, Suit, Trouble, Claim or Demand, of or by the said E. Wife of the said A. or any other Person or Persons, by or through her Means, Act, Privy, Right or Procurement, of, for or in Respect of the Dower or Thirds, Right or Title of Dower or Thirds, by the Common Law of *England*, or other Right, Claim or Demand whatsoever, which the said E. his Wife, shall or may have or claim, of, in, to or out of all and singular the said Premises conveyed as aforesaid ; then, *&c.*

From one who sold Part of a Ship on Behalf of the Master, that the Purchaser shall peaceably enjoy, and that the Master shall make further Assurance within a certain Time.

Whereas the above named A. hath by Bill of Sale, *&c.* (*Recital of a Bill of Sale of a Ship*) now on a Voyage to — **And whereas** the said A. hath so sold the said — Part of the said Ship, for and on the Behalf of the said D. the Master, and the said B. is to run the Hazard and Adventure thereof during the said Voyage : **Now the Condition, &c.** That if the said B. his, *&c.* shall and do, during the Term of three Years, from — peaceably and quietly have, hold and enjoy the said — Part of the said Ship or Vessel, and Premises, with the Appurtenances, by the said recited Bill of Sale mentioned and intended to be granted,

granted, and receive and take the Profits thereof to his and their own Use and Uses, without any Let, &c. of or by the said D. his, &c. or any other Person or Persons whatsoever: And also if the said D. his Executors, &c. and all others claiming or to claim by, from or under him, shall and do within the said Term of three Years, at the Request, Costs and Charges of the said B. his Executors, &c. make, seal and execute such further Acts, Deeds, Grants or Things, for the further Granting, Assuring and Confirming the said — Part of the said Ship and Premises, with the Appurtenances, unto the said B. his Executors, &c. according to the true Meaning of the said Bill of Sale, as by the said B. his Executors, &c. or his or their Counsel, shall be advised and required, then and in such Case if the said B. his Heirs, &c. do well and truly pay or cause, &c. unto the said A. his Executors, &c. the said Sum of — on, &c. together with Interest for the said Sum of — after the Rate of — from the Date of these Presents to the Payment thereof; then, &c.

For peaceable Enjoyment of Part of a Ship.

Whereas the above bound A. by Bill of Sale under his Hand and Seal, bearing even Date herewith, for the Considerations therein mentioned hath granted and sold unto the above named B. one full and equal — Part of and in all that good Ship or Vessel, called the — Burthen — or thereabouts, now — whereof — is Master; and of all her Masts, Sails, Yards, Boat, and other Appurtenances thereunto belonging, as thereby, Relation, &c. **Now the Condition, &c.** That if the said B. his Executors, Administrators or Assigns, do and shall from henceforth at all Times, for ever hereafter, peaceably and quietly have, hold, possess and enjoy the said — Part of the said Ship or Vessel, and Premises, with the Appurtenances, so mentioned and intended to be sold as aforesaid, without any Let, Suit, Trouble or Interruption, of or by the said A. his Executors, Administrators or Assigns, or of or by any other Person or Persons whatsoever; (*Or else say, Claiming by, from or under him, them, or any of them*) and free and clear of and from all former and other Gifts, Grants, Bargains, Sales, Assignments, Debts, Charges, Estates, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered by the said A. or by any other Person or Persons whatsoever, by or through his Means, Consent or Procurement; then, &c.

The like, of a Ship taken by the French, and by them sold to a Merchant, and by him to another.

THE Bill of Sale is recited as in the last, only between the Words, Master, and the Words, And of all her Masts, &c. comes in, Which Ship was in her — Voyage to — taken by the French, and was condemned as a Prize, and sold to the said A. at — And then say, And all her Masts, &c. as in the last. **Now the Condition, &c.** (*as in the last*) till by the said A. or any other Person or Persons whatsoever; after which these Words come, [claiming, or which shall or may claim any Right, Title or Interest of, in or to the said Ship, since her Capture and Condemnation, as aforesaid, or by, from or under the same] and then as before, till the Words, Persons whatsoever; and then comes in, Since her Capture and Condemnation; then, &c.

The like, from one that sells Part of a Ship by Virtue of a Letter of Attorney.

Whereas the above bound A. hath, for and on the Behalf of C. and as his Agent or Attorney, by Virtue of an Order or Power to him in that Behalf, sealed and executed unto the above named B. a Bill of Sale, bearing even Date herewith, for — Part of the Ship, &c. as before; and all Masts, &c. And he the said A. hath also had and received for and on the Behalf of the said C. the Consideration or Sum paid for the said Part of the said Ship so intended to be sold, as thereby, &c. **Now the Condition, &c.** (*as in the last but one*) without any Let, Suit, Trouble or Interruption, of or by the said C. his Executors, Administrators or Assigns, or the said A. or of, from or by any other Person or Persons claiming under them, or either of them, free and clear, &c. (*as in the same to*) had, made, committed, done or suffered by the said C. or the said A. or by any other Person or Persons whatsoever, by or thro' his, their or any of their Means, &c. then, &c.

The like from several Part-Owners.

THE Condition, &c. That if the above named *N. O.* his Executors, &c. shall and do from henceforth, at all Times for ever hereafter, peaceably and quietly have, &c. the several Parts of and in all that good Ship or Vessel called, &c. of the Burthen, &c. now, &c. whereof — late was Master; which are granted and sold to the said *N. O.* by the above bound *A. B. C. D. E. F. G. H.* and *J. K.* respectively, by Writing or Bill of Sale under their Hands and Seals, bearing the Date, &c. without any Let, &c. free and clear, &c. by them the said *A. B. C. D. E. F. G. H.* and *J. K.* respectively, or by any other Person or Persons whatsoever, and warranted against all Persons, according to the Purport, true Intent and Meaning of the said recited Bill of Sale, and of their several and respective Covenants therein contained; then, &c.

IV. To produce Deeds.

To produce a lost Title Deed when found, and if not found, then to indemnify a Purchaser, &c.

WHEREAS by Indenture of Assignment bearing even Date with, and sealed and delivered immediately before the Executing hereof, and made between the above bound *J. L.* (by such other Addition as therein named) of the one Part, and the above named *J. F.* of the other Part, (reciting amongst other Title Deeds therein recited, relating to a Messuage or Tenement, situate, &c. late belonging to and in the Possession of the late Right Honourable the Lady Viscountess *L.* and which by her last Will and Testament was given to the said *J. L.* his Executors and Assigns) an Indenture *Quadripartite*, bearing Date on or about the said first Day of *May*, &c. and made or mentioned to be made between *R. T.* (by such Addition as therein mentioned) of the first Part, *J. R.* (by such Addition as therein also mentioned) of the second Part, *A. T.* (by such Addition as therein likewise mentioned) of the third Part, and *J. A.* Son of the aforesaid *J. A.* of the fourth Part; whereby in Consideration of 5 s. to the said *R. T.* and of 318 l. 12 s. to the said *J. A.* the Elder, and of 215 l. 12 s. to the said *A. T.* paid by the said *J. A.* the Younger, the said *J. A.* the Elder and *A. T.* (at the Request and by the Direction of the said *R. T.*) and also the said *R. T.* did grant, sell and assign unto the said *J. A.* the Younger, as well the therein before recited Indenture of Lease and Indenture of Assignment, as also the Piece of Ground, and the new Messuages or Tenements thereon erected, situate, &c. (whereof the said Messuage or Tenement late in the Possession of the said Viscountess of *L.* was one of them) *To hold* the same to the said *J. A.* the Younger, his Executors, Administrators and Assigns from thenceforth, for the then Residue of a Term of 1000 Years therein mentioned, *It is by the said Indenture* of even Date herewith *Witnessed*, and the said *J. L.* for the Consideration therein mentioned, had absolutely sold and assigned unto the said *J. H.* his Executors, Administrators and Assigns, the said Messuage or Tenement, with its Appurtenances, situate in *Golden Square* aforesaid, and late in the Occupation of the said Viscountess *L.* *To hold* to him and them for the now Residue of the said Term of 900 Years, as by the same Indenture may appear: **And whereas** the above recited Indenture *Quadripartite* of the first of *May*, &c. being either lost or mislaid, and in Regard the same relates to the Title of the purchased Premises, the said *J. L.* previous to his Executing the said Indenture of even Date herewith, agreed to deliver to the said *J. F.* his Executors, Administrators or Assigns, the said Indenture *Quadripartite*, when found and come to his Hands, and in the mean Time to indemnify the said *J. F.* from all Persons claiming under the same, in such Manner as herein after is mentioned: **Now the Condition,** &c. That if the said *J. L.* his Heirs, Executors or Administrators, shall and do deliver the said Indenture *Quadripartite* of the first of *May*, &c. when the same shall be by him or them found, whole and uncanceled, unto the said *J. K.* his Executors, Administrators or Assigns; and in Case the same Deed shall not be found and so delivered to the said *J. F.* then and in such Case if he the said *J. L.* his Heirs, Executors or Administrators, shall and do from Time to Time, and at all Times, in the mean Time well and sufficiently save, keep harmless and indemnified the said *J. F.* his Executors, Administrators and Assigns, and his and their Real and Personal Estates, and also the said Messuage, or Tenement and Premises, so to him and them now assigned as aforesaid, of and from all Actions, Suits, Costs, Charges, Damages and Expences whatsoever, which shall or may be brought or commenced against him or them by any Person or Persons whomsoever, who shall or may claim the said Messuage, or Tenement and Premises, by, from or under the said Indenture

Indenture *Quadripartite*, and which the said *J. F.* his Executors, Administrators or Assigns, shall or may pay, expend, sustain or be put unto in Respect thereof; then, &c.

V. To execute Writings, to surrender Copyhold Lands, to transfer Stocks, and to issue a Commission of Bankruptcy.

To convey an Estate at a Time to come free from Incumbrances, and in the mean Time the Oblige to receive the Profits.

THE Condition of this Obligation is such, That if the above bound *A. B.* do and shall, upon and at the Request of the said *C. D.* his Heirs or Assigns, on or before the — next ensuing the Date above written, convey and assure, or cause to be well and sufficiently conveyed and assured, unto the said *C. D.* his Heirs and Assigns, or to such other Person and Persons, and his and their Heirs, as the said *C. D.* shall nominate and appoint, and to such Uses as he shall direct, one Messuage or Tenement, &c. situate — now in the Possession of — by such Conveyances and Assurances in the Law, as by the said *C. D.* his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required, freed and discharged of and from all Incumbrances whatsoever, except, &c. And also if the said *A. B.* his, &c. and either of them, do and shall, until such Conveyance and Assurance be made and executed as aforesaid, permit and suffer the said *C. D.* his Heirs and Assigns, peaceably and quietly to have, receive and take to his and their own proper Use and Uses, the Rents, Issues and Profits of all and singular the Premises, and of every Part and Parcel thereof, without any Manner of Let, Suit, Trouble, Disturbance, Hindrance or Denial of the said *A. B.* his, &c. or any of them, or of any other Person or Persons whatsoever, by his or their, or any of their Means, Right, Title or Procurement; then, &c. or else, &c.

To execute an Assignment.

— As in the last to the Words, Date above written) seal and execute a good and sufficient Assignment in the Law, of all such Estate and Interest as he the said *E. M.* now hath in the Lands and Tenements of — in — unto the above named *C. D.* his Heirs or Assigns, or to such other Person or Persons as the said *C. D.* shall nominate and appoint, and to such Uses as he shall direct; then, &c. or else, &c.

To seal and deliver the Counterpart of a Deed.

— Seal and subscribe the Counterpart of one Deed indented, bearing Date the — made between the above named *C. D.* of the one Part, and the said *A. B.* of the other Part; and the same so sealed and subscribed do, in the Presence of two or more credible Witnesses, deliver as his proper Act and Deed, to the only Use and Behoof of the said *C. D.* then, &c. or else, &c.

From a Person as Surety for a Lessee who is beyond Sea, that as soon as he returns he shall execute a Counterpart of a Lease granted in his Absence; and that in the mean Time the Surety shall pay the Rent, and perform the Covenant.

WHEREAS the above named *A.* and *B.* have on, &c. duly executed to the Use of *C.* of, &c. Brother of the above named *D.* an Indenture of Lease under their Hands and Seals, bearing Date, &c. of all that their, &c. for the Term of — Years from, &c. at the yearly Rent, &c. payable as therein is mentioned, as thereby, Relation, &c. and have delivered the said Lease unto the said *D.* for the Use and on the Behalf of his said Brother *C.* which said *C.* is at present abroad beyond the Seas, so that he cannot seal and execute the Counterpart of the said Indenture of Lease: **Now therefore the Condition, &c.** That if the said *C.* shall and do within — next after his Return and Arrival at *L.* in due Form of Law seal and execute unto or to the Use of the said *A.* and *B.* their Heirs and Assigns, the Counterpart of the said Indenture of Lease, and deliver the same so executed unto them, or some of them; and if in the mean Time, and while and until the said *C.* shall so return, and execute and deliver the Counterpart of the said Lease, the said yearly Rent of — *l.* reserved and made payable by the said Indenture of Lease, shall be duly paid by the said *C.* his Executors,

tors, &c. or some of them, according as the same is therein reserved and made payable; and also in the mean Time, until the said C. shall so return, and execute and deliver the Counterpart of the said Lease as aforesaid, all the Covenants, Articles, Clauses and Agreements contained in the said Indenture of Lease, on the Part and Behalf of the said C. his Executors, &c. to be done and performed, shall be observed, kept and performed by the said C. his, &c. or some of them, according to the true Meaning of the said Indenture of Lease, and of these Presents; then, &c.

From a Tenant, that on a Rector's procuring the Consent, &c. of the Bishop of London, and the Drapers Company, to grant him a Lease of a Messuage, &c. he will pay a Fine and Charges, and seal a Counterpart.

Whereas the above named C. D. hath agreed, with the Consent and Confirmation of the Lord Bishop of London, and the Master and Wardens, Brothers and Sisters of the Guild or Fraternity of the Mystery of Drapers of the City of London, Patrons of the Parish Church of St. M. in the City of London, when the same can be procured, to grant unto the above bound A. B. a Lease of all that Messuage, &c. for the Term of 40 Years, from — at the yearly Rent of — to be paid Quarterly, and with, under and according to the several Exceptions, Covenants, Provisoes and Agreements contained in an Ingrossment of the said intended Lease and Counterpart thereof, approved of and for that Purpose signed by the said C. D. and the said A. B. which Lease, when duly executed and confirmed, as aforesaid, the said A. B. hath agreed to accept, and at the same Time to pay to the said C. D. to and for his own proper Use, the Sum of — l. and also to execute a Counterpart thereof to the said C. D. and hath also agreed to pay the Charge of the Confirmation of the said Lease, so as the same shall not exceed the Sum of — l. **Now the Condition, &c.** That if upon Delivery or Tender made of the said Lease of the said Premises unto or for the said A. B. his Executors, &c. or some or one of them at — duly signed, sealed and executed by the said C. D. in the Presence of, and attested by two or more credible Witnesses, and confirmed, as aforesaid, the said A. B. his Heirs, &c. or some of them, shall and do accept thereof, and shall then also, and at the same Time and Place, pay, &c. unto the said C. D. his, &c. the said Sum of — and all such Charges as the procuring the Confirmation of the said Lease shall amount unto, so as the same shall not exceed the Sum of — l. and shall then also seal and execute a Counterpart of the said Lease to the said C. D. then, &c.

For the Father to give by Deed or Will to his Youngest Son a third Part of his Estate at his Death, &c.

Whereas the above bound O. P. has by his now Wife A. three Children now living, viz. A. P. B. P. and C. P. his Youngest Son, aged about — Years, and he the said O. P. the'r Father, having had great Losses by bad Debts in his Trade, and the Residue of his Substance consisting chiefly in Stock for carrying on the same for the Maintenance of himself and Family, and is not able to advance Monies to place out his said Children to some Trade or Business, whereby to enable them to make a future Support for themselves; in Regard whereof, and out of Love and Kindness which the above named X. Y. hath for C. P. the Youngest Son of the said O. P. he the said X. Y. of his own free Will, hath agreed to take the said C. P. the Son into his Care and Custody, and at his Charge to find him in Clothes and other Necessaries, and to advance Monies for the placing him out to some Trade, Business or Employment, whereby he may be enabled to get his own Living, and to advance himself in the World; In Consideration whereof the said O. P. the Father hath agreed, that immediately after his Decease the said C. P. his Son, his Executors and Administrators, shall be intitled to and have one full third Part of all such Estate of what Nature or Kind soever, as he the said O. P. the Father shall die possessed of or any ways intitled unto; *Subject nevertheless* to his Wife's third Part therein, in Case she him survive and outlive: **Now the Condition, &c.** That if the said O. P. the Father, at any Time before his Death, by any Deed or Writing, or by his last Will and Testament in Writing, to be by him duly executed, shall and do absolutely give, devise and bequeath one full third Part of all such Estate, of what Nature or Kind soever, as he the said O. P. the Father shall be possessed of or any ways intitled unto at the Time of his Death, (*Subject nevertheless* to his Wife's third Part therein, in Case she him survive as aforesaid) unto the said C. P. his Youngest Son, if then living; but if dead, then the same to go to his Executors and Administrators, to and for his and their own Use and Benefit; then the said Obligation to be void, &c.

From

From several Persons on their conveying Lands to a Purchaser, that a Minor (interested) when he attains his Age, or if he dies before his Age, and without Issue, that one of the Obligors in particular (who has the Reversion) shall execute such Conveyance for the Confirmation thereof to the Obligee, as he, &c. shall devise.

Whereas, &c. [Recital of a Conveyance from the Obligors and others to the Obligee, and the Recitals therein, wherein it appeared that one J. K. concerned in the Fee, was not of Age.] **And whereas** in Consideration of the said Sum of — l. so paid for the Purchase of the said Premises as aforesaid, the said A. B. C. D. and E. F. at Sealing the said recited Indenture *Tripartite*, agreed, that the said J. K. and his Heirs, on his Attainment of his Age of 21 Years, shall, at the Request and Charges of the said L. M. his Heirs and Assigns, seal and execute a Conveyance or Conveyances of the said, &c. unto and to the Use and Behoof of the said L. M. his Heirs and Assigns, as herein after is mentioned: **Now the Condition, &c.** That if the said J. K. and his Heirs, shall and do upon Attainment of his Age of 21 Years, and in Case of his Decease before Attainment of the said Age, or without Issue of his Body, if the said A. B. or such other Person or Persons to whom the Right of Inheritance of the said Premises, by Virtue of the said Will of the said G. H. shall then belong, shall and do at the Request, Costs and Charges in the Law of the said L. M. his Heirs or Assigns, seal and execute in due Form of Law such Conveyance or Conveyances, Assurance or Assurances, for granting, assuring, conveying and confirming unto and to the Use of the said L. M. his Heirs and Assigns, the said, &c. and all and singular the said Premises, by the said recited Indentures *Tripartite* mentioned to be granted, &c. and all his, their and every of their Estate, &c. of, in and to the same, in such Manner, as by the said L. M. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably advised and required, so as such Conveyance or Conveyances, Assurance or Assurances, contain therein no further or larger Warranty or Covenant, than against the Act or Acts of the Party or Parties required to make and execute the same, or any claiming by, from or under them, or by, from, under or in Trust for the said G. H. deceased, and so as the Party or Parties required to make and execute such Conveyances or Assurances, be not compelled or compellable to travel from his or their Place of Abode, for the making and executing thereof; then, &c.

To execute an Assignment of a Lease.

Whereas the above bound A. in Consideration of the Sum, &c. at, &c. the Receipt, &c. and of the further Sum of — l. to be paid him by the said C. upon executing the Conveyance or Assignment of the Premises, as hereunder is mentioned; he the said A. hath agreed, and doth hereby agree with the said C. that he the said A. and D. his Wife, and all others, claiming or to claim under or in Trust for them, shall and will at the Cost and Charges of the said A. on or about the, &c. next ensuing the Date above written, sell, assign and assure unto the said C. his Executors, &c. all that Messuage, &c. and all their Term of Years therein to come from, &c. being — Years, which was granted and assigned from E. unto F. by Indenture bearing Date, &c. and by him assigned to the said A. and D. his Wife: **Now the Condition, &c.** that if the said A. and D. his Wife, their Executors, &c. and all others lawfully claiming, by, from, under or in Trust for them, or either of them, shall and do, on or before the said, &c. next ensuing the Date hereof, at, &c. in, &c. accordingly sell, assign and assure unto the said C. his Executors, &c. the said Messuage, &c. with the Appurtenances, so agreed to be sold and assigned as aforesaid; and all the Estate, &c. of the said A. and D. his Wife, or any others in Trust for them, or either of them, of, in or to the said Premises, in such Manner as the Counsel of the said C. shall advise; he the said C. upon executing the said Assignment, paying the said — l. remaining to be paid for the full Purchase of the said Premises; then, &c.

For a Mortgagor to renew a Lease mortgaged, and to assign it for Security.

(A. to B.)

Whereas by Indentures, bearing Date, &c. made between the said A. of the one Part, and the said B. of the other Part, the said A. in Consideration, &c. did demise, &c. unto the said B. all that, &c. which were demised by Indentures of Lease, bearing Date the, &c. from the Right Worshipful C. Doctor in Divinity, Dean of the Cathedral Church of Ely, and the Chapter of the same, unto the said A. to hold from the, &c. for all the Residue of the Term of 21 Years by the said Lease granted, under a Proviso for making void thereof on Payment of the Sum of — with Interest, after the Rate of, &c. at the Time therein mentioned and since past: **And whereas** by one other Indenture, bearing Date, &c. the said A. hath charged the said Premises as a Security unto the said B. as well for the Sum of — l. then lent with Interest, after the Rate of, &c. as of the aforesaid — l. and Interest thereof: **And whereas** by Indorsement on the first recited Indenture, under the Hand and Seal of the said A. bearing Date the, &c. the said A. hath charged the said Premises as a Security unto the said B. for the further Sum of — l. then borrowed of the said B. and Interest thereof, as well as for the aforesaid two several Sums of — and — and Interest thereof: **And whereas** the said three several Principal Sums of — l. — l. and — l. and every of them, and every Part thereof, on the Day of the Date hereof, are and is due, owing and unpaid unto the said B. and there is likewise due and owing unto the said B. for Interest of the said several Sums, to the Day of the Date hereof, the Sum of — l. amounting in all, Principal and Interest, to the Sum of —: **And whereas** the said A. is now about renewing the said Lease of the aforesaid Manor, &c. from the Dean and Chapter of Ely, and he the said B. at the Request of the said A. hath delivered to the said A. the aforesaid Indenture of Lease, made and granted of the said Premises, by and from the said Dean and Chapter of Ely, that the same be surrendered, to the Intent a new or further Lease may be procured, renewed and taken by the said A. and to the Intent the said new Lease, when so granted by the said Dean and Chapter, may be by the said A. his Executors or Administrators, assigned unto the said B. his Executors, &c. for securing the Payment of the said several Sums of Money so due and owing unto the said B. amounting together to — as aforesaid, together with Interest for the same, after the Rate of, &c. which the said A. hath agreed, and doth hereby agree to assign accordingly: **Now therefore the Condition, &c.** is such, that if the said A. his Heirs, &c. shall and do on, &c. at his own proper Costs and Charges, procure, obtain, renew and take of and from the Dean of the said Cathedral Church of Ely, and the Chapter of the same, a new or further Lease or Term of 21 Years, commencing from, &c. of the said Manor, &c. in and by the said recited Indenture of Lease granted and letten, at and under the like Rent and Covenant as are reserved and contained in and by the said recited Indenture of Lease; **And also** if the said A. his Heirs, &c. and all others claiming or to claim under or in Trust for him or them, shall and do at his and their like Charge, on, &c. seal, execute and deliver unto the said B. his Executors, &c. a sufficient Assignment of the said new or further Lease so to be procured, renewed and taken of the Premises aforesaid, by way of Mortgage, in such Manner as the Counsel of the said B. his, &c. shall advise and require for securing the said several Sums of Money, amounting to — so due and owing to the said B. for Principal and Interest as aforesaid, together with Interest for the said several Sums, and subject to a Proviso to be therein contained for making void thereof, upon Payment of the said full and intire Sum of — with Interest, within the Space of — Months next after the Date above written; then, &c.

Bond to procure an Infant to seal a Deed when of Age.

Whereas by certain Indentures of Lease and Release, bearing equal Date with these Presents, and made between the above bound J. R. A. R. and C. R. an Infant, and as yet under the Age of 21 Years, of the one Part, and the above named S. W. of the other Part, he the said S. W. purchased to him and his Heirs, All that Messuage or Tenement, (take the Parcels as in the Release) As by the same Release more particularly mentioned, limited and expressed, it doth and may appear; **And forasmuch** as the said C. R. is incapable of executing the said Lease and Release, by Reason of her Nonage as aforesaid, he the said J. R. hath promised and agreed, and hereby **Doth** oblige and bind himself to procure the said C. R. when she shall attain to the full Age of 21 Years; (or in case she departs this Life before such Age), then such Person or Persons, who may in any wise claim, or be interested in

in the said Premises, under or by her the said C. R. to sign, seal and deliver the aforesaid Deeds of Lease and Release, or any other Deed or Conveyance of the said Premises, in due Form of Law, unto the said S. W. his Heirs or Assigns; **The Condition** therefore of the above written Obligation is such, that if the above bounden J. R. his Heirs, Executors or Administrators, do and shall within the Space of two Months next, and immediately after the said C. R. shall attain to the full Age of 21 Years, not only cause and procure the said C. R. (but in case the said C. R. depart this Life before she shall attain to such her full Age, or have executed the said Indentures of Lease and Release) then such other Person and Persons, that do or shall claim any Title or Estate in the Premises, in the said Indenture granted by, from or under the said C. R. in due Form of Law, to sign, seal and deliver the same Deeds, or any other Deeds or Conveyances to the said S. W. his Heirs or Assigns, for the Assuring the same Premises, as by the said S. W. his Heirs or Assigns, his or their Counsel learned in the Law, shall be reasonably devised, advised or required. **In Witness, &c.**

Another, to procure an Heir at Law to convey when of Age, and for quiet Enjoyment, &c.

Whereas the above bound J. K. by Indentures of Lease and Release, the Release bearing even Date herewith, and made between the said J. K. (by the Name of, &c. Widow and Relict of R. K. late of, &c. her late Husband, deceased, and the only Child and Heir of W. R. late of, &c. deceased, by E. his Wife) of the one Part, and the above named R. H. (by the Name of R. H. Gent. only Son and Heir of R. H. late of the Inner Temple, London, Esq; deceased) of the other Part, for the Considerations therein mentioned hath granted, &c. unto the said R. H. the Son, All that, &c. To hold the same Premises unto and to the Use of the said R. H. the Son, his Heirs and Assigns for ever: **Now the Condition** of the above written Obligation is such, that if K. K. (the only Child of R. K. of, &c. by K. his late Wife, deceased, being now an Infant of the Age of 17 Years, or thereabouts) at any Time or Times after she the said K. K. the Daughter, shall have attained the Age of 21 Years, if then sole and unmarried, and if then married, the said K. and her Husband do and shall (at the Request, Costs and Charges of the said R. H. the Son, his Heirs or Assigns,) duly execute all and every further Conveyances and Assurances, or do, commit and suffer any Act, Deed, Matter or Thing, for the better Confirmation and Assurance of the said Messuages, Close or Ground, Hereditaments and Premises, and every Part thereof, unto and to the Use of the said R. H. the Son, his Heirs and Assigns, discharged of all Prior Grants, Charges and Incumbrances by the said K. the Daughter, or her said Husband, done, committed or suffered; and if the said R. H. the Son, his Heirs and Assign, shall and may at all Times hereafter peaceably and quietly have, hold and enjoy, all and singular the said Hereditaments and Premises, and receive and take the Rents, Issues and Profits thereof, to his and their own Use, without any Let, Suit, Interruption, Claim or Demand of the said K. K. the Daughter, or any Issue of her Body, or any other Person or Persons, having or lawfully claiming any Estate, Right, Title or Interest, of, in or to the said Hereditaments and Premises, or any Part thereof, by, from or under her the same K. or any of the Issue of her Body; then the said Obligation to be void, otherwise to remain in full Force and Virtue.

From three Persons to procure another Person, when of Age, to execute an Assignment to a fifth Person, and in case of the Infant's Death to make further Assignment, &c.

Whereas by Indenture Tripartite of Assignment, bearing Date the Day next before the Day of the Date hereof, and made between J. J. the Younger, &c. of the first Part, and the above bound J. J. by the Name of, &c. Father of the said J. J. the Younger, of the second Part, and the above named T. L. of the third Part; *Whereby* (after reciting as therein is recited, and for the Considerations therein mentioned and expressed) the said J. J. the Younger, is mentioned to have absolutely granted, &c. unto the said T. L. as well his the said J. J.'s Moiety, of and in three Messuages or Tenements, &c. situate, &c. which in and by an Indenture of Lease therein recited had been demised to T. M. and by him assigned to J. H. since deceased, and which by A. H. Widow, his Relict and Administratrix, had been assigned to them the said J. J. the Younger, and F. L. with their Appurtenances, as also his the said J. J.'s Moiety or Half-Part, and all other his Share and Interest, as well of and in all and singular the Household-Goods, Furniture and Stock in Trade, then late of the said A. H. which had been by her, by a Bill of

of Sale also therein recited, bargained and sold to them the said J. J. the Younger, and F. L. as of and in any other Goods or Stock in Trade, purchased by them, or either of them, on Account of an Agreement, touching their Copartnership therein recited; as likewise one Moiety — and all other the Share and Interest of him the same J. J. of and in all and every the Debts, as were then due and owing to them the same J. J. and T. L. on Account of their said Copartnership therein recited, to have been carried on between them, and which Copartnership, by the Indenture now reciting, is thereby finally ended, discontinued, dissolved and made void, or intended so to be; and all the Estate, Right, Interest, Property, Claim and Demand whatsoever of him the same J. J. of, in and to all and singular the hereby assigned Premises; *To hold* the said Moiety of the said assigned Leasehold Premises, unto the said T. L. his, &c. from thenceforth for and during all the Residue of a Term of 21 Years, by the said Indenture of Lease granted, which was then to come and unexpired; (*Subject nevertheless* to the Payment and Performance of the Rent and Covenants in the said Indenture of Lease reserved and contained), and *To have*, hold, receive, take and enjoy the said Moiety, and other the Share and Interest of the said thereby assigned Household-Goods, Stock in Trade and Debts, unto the said T. L. his Executors and Assigns, from thenceforth for ever; as by the said recited Indenture of Assignment, duly executed by them the said J. J. the Father, and T. L. Relation, &c. **And whereas** the said J. J. the Younger, not having attained his full Age of 21 Years, (wanting about — thereof) has not yet executed the said Indenture, but has agreed so to do, immediately after he shall attain his Age of 21 Years, and for which Purpose the said Indenture is now lodged in the Hands of the above bound E. D. **Now the Condition** of the above written Obligation is such, that if the said J. J. the Younger, within — Days next after he shall attain his said Age of 21 Years, shall and do, in due Form of Law, sign, seal and deliver the said recited Indenture of Assignment, bearing Date the Day next before the Day of the Date hereof; **And** in case of the Death of the same J. J. before his Executing of the same Indenture; that then and in such Case, if the Executors or Administrators of the said J. J. the Younger, shall and do within — Months next after his Death (at the Costs and Charges of the said J. L. his Executors, Administrators or Assigns, and as by his or their Counsel shall in that Behalf be reasonably advised and required) duly execute, seal and deliver unto him or them, a good and sufficient Assignment of his the same J. J.'s Moiety, of and in the said Leasehold Messuage, Stock, Debts, and all and singular other the Premises, mentioned and comprised in the said Indenture of Assignment, bearing Date the Day next before the Day of the Date hereof, and so intended to be assigned to the said T. L. as aforesaid; and that free and clear of and from all Charges and Incumbrances whatsoever, by him the said J. J. the Younger, his Executors or Administrators, in the mean Time done, committed or suffered; **And** also if the said T. L. his Executors, Administrators or Assigns, shall and do in the mean Time, and at all Times, peaceable and quietly have, hold, possess and enjoy all and singular the same Premises, without any Let, Suit, Trouble, Interruption or Disturbance whatsoever, of or by the said J. J. the Younger, his Executors or Administrators, or of or by any other Person or Persons whomsoever, lawfully claiming the same Premises, by, from or under him or them; then, &c.

To assign over a Patent when passed under the Great Seal.

Whereas the above bound A. hath received and borrowed of the above named B. the Sum of, &c. for which said Sum the said A. hath on, &c. given unto the said B. one Bond or Obligation, in the Penalty of — l. conditioned for Payment of the said Sum of — l. with Interest, on, &c. as thereby may appear: **And whereas** his present Majesty King — hath granted unto the said A. one Annuity, Pension or yearly Sum of — l. out of the Rents, Profits and Revenues arising by the Office, called the Penny-Post Office, for the Term of — Years, to commence from the, &c. for which said Annuity, Pension or yearly Sum, a Patent is passing under the Great Seal of *England*: **And whereas** the said A. hath agreed, and doth hereby agree with the said B. to assign the said Annuity, Pension or yearly Sum of — l. and Letters Patents aforementioned, when and as soon as the same are granted and passed, for the better Security and more sure Payment of the said Sum of — l. with Interest, according to the Condition of the said recited Obligation: **Now the Condition**, &c. that if the said A. his Executors, &c. shall and do within — Days next after the said Letters Patent shall be so granted and passed for the said Annuity, Pension or yearly Sum of — l. at his and their own proper Charge, assign, transfer and set over, in due Form of Law, the said Letters Patent and Annuity, Pension or yearly Sum of — aforesaid, and all his Right, &c. of, in and to the same, for all the Term of Years in the said Patent to be granted and mentioned, with full Power and Authority, to and for the said B. his Executors, &c. to demand and receive the same, for and as a Collateral or further Security for the more sure Payment of the said — l. by him lent, with Interest, and to be void on full Payment thereof,

thereof, so and in such Manner, as by the Counsel learned in the Law of the said B. his Executors, &c. shall be reasonably advised and required; then, &c.

To deliver and re-assign a Tally at a certain Time.

Whereas the above named B. did on, &c. deliver or assign unto the above bound A. a Tally in his Majesty's Exchequer, struck and granted unto the said B. for — l. on the — Day of — 1695. upon an Act, *For granting to his Majesty certain Duties upon Births, Marriages, Burials, &c.* payable after 37030, together with the Order thereon, N^o (—) upon which said Tally and Order, the said B. hath had and received of the said A. the Sum of — l. which she hath offered, and is still ready to repay, and hath often demanded and requested of the said A. to deliver and re-assign to her the aforesaid Tally and Order, which the said A. hath without the Knowledge and Consent of the said B. in that Behalf, delivered or assigned to some other Person, but hath promised and agreed, on or before the — Day of — next insuing the Date above written, to deliver and legally to assign, or cause to be delivered and assigned to the said B. the said Tally and Order, she at the same Time paying him the said Sum of — l. which she hath received of him as aforesaid, or so much thereof, as shall remain after Deducting or Allowing thereof what Interest hath been received thereon since her Delivery thereof: **Now the Condition,** &c. that if the said A. his Executors, &c. shall and do, on, &c. deliver and legally assign, or cause to be delivered and legally assigned unto her the said B. her Executors, &c. the said Tally and Order, free of all Incumbrances by him or them to be done or committed, and shall and do at the same Time pay and allow unto the said B. what Interest hath been received thereon since her Delivery thereof, she or they at the same Time paying the said Sum of — l. unto the said A. or so much thereof as shall remain, after Deducting and Allowing thereout the Interest received as aforesaid; then, &c.

From an Owner of Part of a Ship, that an Owner of another Part of a Ship, (he being abroad) shall execute a Bill of Sale thereof, the Owners of all the other Parts having executed the same.

Whereas C. of, &c. Owner of one full Quarter or Fourth Part of and in all that good Ship or Vessel, called, &c. Burthen, &c. now, &c. whereof, &c. F. of, &c. Owner of one other Quarter or Fourth Part of the said Ship, the above bound A. Owner of one other Quarter or Fourth Part of the said Ship, G. of, &c. Owner of one Eighth Part of the said Ship, by a certain Writing or Bill of Sale, bearing Date, &c. in Consideration, &c. have granted, &c. to the said B. the several Parts and Shares of and in the said Ship, whereof they are Owners as aforesaid, and of all and singular the Masts, &c. to hold, &c. as thereby, Relation, &c. **And whereas** H. and J. of N. E. Merchants, are Owners of the other Eighth Part of the said Ship, and are made Parties to the said recited Bill of Sale; but being absent from L. the said A. hath undertaken and agreed with the said B. that they shall duly execute the said recited Bill of Sale, or otherwise by some other Deed or Writing sufficiently convey the said Eighth Part of and in the said Ship, with her Appurtenances, unto the said B. and thereupon the said B. hath paid unto the said A. the Sum of — l. being the full Sum, which the said eighth Part of the said H. and J. of and in the said Sum of — l. the Purchase Money for the said Ship amounts unto: **Now the Condition,** &c. that if the said H. and J. their Executors, &c. shall and do, within — after the Date above written, duly sign, seal and execute the said recited Writing or Bill of Sale of the said eighth Part of the said Ship, to the said B. as aforesaid, or otherwise by some other Deed or Writing duly executed sufficiently convey and assure the said eighth Part of and in the said Ship, with her Appurtenances, in and by the said recited Bill of Sale, intended to be sold unto the said B. his Executors, &c. as by him or them, or his or their Counsel, shall be reasonably advised and required; and if in the mean Time, and until the said eighth Part of the said H. and J. of and in the said Ship, with her Appurtenances, shall be so sufficiently and actually sold and conveyed as aforesaid, the said B. his Executors, &c. shall and do peaceably and quietly have, &c. the said eighth Part of and in the said Ship or Vessel, with her Appurtenances belonging to, and whereof the said H. and J. are Owners, without any Let, Suit, Trouble, Denial or Interruption, of or by them the said H. and J. their Executors, Administrators or Assigns, or any other Person or Persons whatsoever; then, &c.

To surrender, and after Surrender, quietly enjoy a Copyhold Estate, and to be indemnified from Dower and other Incumbrances.

Whereas the above bound *J. B.* hath actually contracted and agreed with the above named *T. B.* for the absolute Purchase of, and to surrender to the Use of the said *T. B.* and his Heirs, all that his the said *J. B.*'s Customary or Copyhold Toft, Piece or Parcel of Land or Ground, with its Appurtenances, late in the Possession of the said *J. B.* and now in the Tenure of *J. F.* or his Assigns, situate, &c. containing, &c. together with all the Appurtenances whatsoever thereunto belonging, and as the same are held of and as Part of the Bishop of *L.*'s Manor of *F.* And for the Sum of 26 l. 5 s. **And whereas** the said *T. B.* on the Day of the Date hereof, hath actually (a) paid unto the said *J. B.* the said Sum of 26 l. 5 s. Purchase Monies, as appears by his Receipt hereon indorsed for the same: **And whereas** previous to, and before such Contract made, he the said *J. B.* Did agree to surrender the said Premises to the said *T. B.* and to give him this his Bond as a Security for his quiet Injoyment thereof, in such Manner as herein after is for that Purpose mentioned: **Now therefore the Condition** of the above written Obligation is such, that if and in case the said *J. B.* or his Heirs, shall and do forthwith, at the Request and Charge of the said *T. B.* in due Form of Law, well and sufficiently, according to the Custom of the said Manor of *F.* surrender into the Hands of the said Bishop of *L.* as Lord of the said Manor, All that the before mentioned Toft, Piece or Parcel of Land or Ground, together with all and every the Appurtenances whatsoever thereunto belonging, or in any wise appertaining; **To the only Use** and Behoof of the said *T. B.* his Heirs and Assigns for ever; to be by him and them held and enjoyed, by and under such Rents and Services, as of Right are due and payable, according to the Usage and Custom of the said Manor of *F.* **And also**, that if and in case he the said *T. B.* his Heirs and Assigns, (from and after such Surrender to him or them so made as aforesaid,) shall from thenceforth peaceably and quietly hold and enjoy the said Toft, Piece or Parcel of Land or Ground, with its Appurtenances, freed, exonerated and absolutely discharged, or saved, kept harmless and indemnified by the said *J. B.* his Heirs, Executors and Administrators, As well of and from all other Surrenders, Forfeitures, Debts, Charges and Incumbrances whatsoever, had, made, done, committed, assented unto, or suffered by him the said *J. B.* or any Person in Trust for him; As also of and from the Dower, Thirds, Widow Right, or any other Estate for Life by Custom, or otherwise howsoever, of — the now Wife of the said *J. B.* As likewise of and from all and every other Person and Persons whomsoever, lawfully claiming, or to claim any Estate, Right, Title or Interest, by, from, under or in Trust for the said *J. B.* that then the above written Obligation shall be null, void and of none Effect, otherwise to be and remain in full Force and Virtue.

To surrender Copyhold Lands, and for peaceable Enjoyment in the mean Time.

Whereas the above bound *A.* doth claim as Heir at Law to his Brother *B.* deceased, a certain Parcel of Copyhold Lands, held of the Manor of *C.* containing, &c. situated, &c. which said Parcel of Land, the said *B.* deceased, in and by his last Will and Testament did give, &c. unto the said *D.* and his Heirs; but it doth not appear by the Court-Rolls of the said Manor of *C.* that the said *B.* was ever admitted to the same, and therefore the Devise above mentioned was ineffectual: **And whereas** the said *D.* hath agreed with the said *A.* and purchased of him the said Parcel of Copyhold Land, and hath paid him for the same the Sum of, &c. on, &c. but there being no publick Courts held for the said Manor, and the said *A.* also not being admitted to the same, he cannot surrender the same unto the said *D.* and his Heirs, as was intended: **Now the Condition**, &c. That if the above bound *A.* and *E.* his Son, or one of them, or their, some or one of their Heirs, do and shall, at the Request, Cost and Charges of the said *D.* his Heirs and Assigns, be admitted to the said Parcel of Land at any Time hereafter, when the said *D.* his Heirs or Assigns, shall require the same, and immediately on such Admittance do surrender the same unto the said *D.* his Heirs and Assigns in Fee-simple, according to the Custom of the said Manor, and until such Admittance shall be, do and shall permit and suffer the said *D.* his Heirs and Assigns, to have, hold and enjoy the said Parcel or Copyhold Land, and to have, receive and take the Rents, Issues and Profits thereof, without the Molestation or Disturbance, Let, Hindrance or Denial of the said *A.* and *E.* his

(a) A Receipt for the Purchase Money to be indorsed.

Son, or either of them, their, either or any of their Heirs or Assigns, or any Person or Persons, claiming or to claim, by, from or under them, either or any of them; then, &c.

To transfer Stock, according to the Directions of a Feme Covert, and to pay her the Dividends.

Whereas the above bound *A.* hath before the Day of the Date thereof had and received of and from *B. C.* the Wife of *C. C.* of, &c. the Sum of, &c. being her own proper Money, with Directions from the said *B. C.* to lay out and purchase with the said Sum, for her proper Use and Benefit, — *l.* Stock in the Bank of *England*; the Receipt of which said Sum the said *A.* doth hereby acknowledge: **And whereas** the said *A.* hath accordingly laid out the said Sum of — *l.* and purchased therewith of *D.* and *E.* for the Use and Benefit of the said *B. C.* — *l.* Stock in the said Bank of *England*, and so stands therein in the Name of the said *A.* which the said *A.* doth hereby acknowledge to be in Trust for and belonging to the said *B. C.* as aforesaid: **Now the Condition, &c.** That if the said *A.* his, &c. at the Request and Charge of the said *B. C.* whether she shall be Covert or Sole, her, &c. shall and do transfer the said Stock, or any Part thereof, to her the said *B. C.* her Executors, &c. or to such Person or Persons as the said *B. C.* whether Covert or Sole, and notwithstanding such Coverture, or her Executors, &c. shall, by any Writing or Writings under her or their Hands, order, direct and appoint; and shall and do in the mean Time, and until the same shall be so transferred as aforesaid, pay unto the said *B. C.* her Executors, &c. or permit her and them to have and receive to her and their own proper Use and Uses, all such Dividends and Profits which shall arise, grow due, be made and ordered, for and in Respect of the said — *l.* Stock, or any Part thereof; then, &c.

To transfer South-Sea Stock, and pay the Dividends in the mean Time.

Whereas the above bound *A.* did by Order, for the Account of and in Trust for the above named *B.* subscribe several Bills into the general Stock of the Company of Merchants of *Great Britain* trading to the *South-Seas*, and other Parts of *America*, and for encouraging the Fishery, &c. amounting to — *l.* **And whereas** the said *A.* hath on or before, &c. paid for or made good to the said *B.* — *l.* of the said Stock, and the remaining — *l.* is not yet transferred to the said *B.* but stands in the Books of the said Company in the Name of the said *A.* and which he doth hereby declare is in Trust for and doth belong unto the said *B.* and is to be transferred to him, as hereunder is mentioned: **Now the Condition, &c.** That if the said *A.* his Executors, &c. shall and do on or before, &c. transfer unto and to the Use of the said *B.* his Executors, &c. the said — *l.* Stock in the said Company, according to the usual Course of Transferring the said Stock, and shall pay or make good to him or them all Dividends and Profits now due, and in the mean Time shall arise and become due, or be received in Respect of the said Stock, until the same shall be transferred as aforesaid; then, &c.

To transfer back East-India Stock lent, and pay Interest and Charges.

Whereas the above bound *B.* hath on, &c. lent unto the above bound *A.* and transferred to him, or to some other Person or Persons, at his Request, or by his Order or Direction, 300 *l.* in the Capital Stock of the *English* Company of Merchants trading to the *East-Indies* [200 *l.* of which said Stock being in the said Company, which is by Agreement of the said *A.* taken and valued at the Rate or Price of 119 *l.* per Cent. and the other 100 *l.* of the said 300 *l.* Stock in the said Company, being by the like Agreement of the said *A.* taken and valued at the Rate or Price of 123 *l.* per Cent. the Sum or Value of which said 300 *l.* Stock, at the Rate aforesaid, amounting together to, &c.] In Consideration of which said 300 *l.* Stock so lent and transferred as aforesaid, and for Satisfaction to the said *B.* for the same, the said *A.* hath agreed to transfer to her on, &c. 300 *l.* in the Capital Stock of the said Company; and hath also agreed, if the Stock of the said Company shall not then be valued or currently sold at and for the Sum or Price of 123 *l.* per Cent. then he is to answer and make good to the said *B.* in Money what the said 300 *l.* Stock shall fall short of that Sum or Value; and if the said Stock shall then be, or be currently sold for more than at and after the Rate of 123 *l.* per Cent. the said *B.* is to have the Benefit thereof, and is also to have Interest for the said 365 *l.* in Lieu of what Interest or Profits shall or may arise or become due in the mean Time for the said Stock: **Now the Condition, &c.** That if the said *A.* his, &c. shall and do on, &c. accordingly transfer

transfer unto the said *B.* her Executors, &c. or to such other Person or Persons as she or they shall direct and appoint, 300 *l.* of and in the Capital Stock of the said Company, for her or their proper Use; and shall and do permit and suffer her and them to have and take the Benefit of what the said 300 *l.* Stock shall then be valued at, or may be then currently sold for, above the aforesaid Rate or Price of 123 *l. per Cent.* if it shall then be currently sold at at any greater Price; and in Case the Stock in the said Company shall on the said — Day of — now next be currently sold under or for less than the said Rate of 123 *l. per Cent.* then if the said *A.* his Heirs, &c. shall and do on the Day aforesaid, pay and made good, or cause to be paid unto the said *B.* her Executors, &c. so much lawful, &c. as the said 300 *l.* Stock in the said Company, so to be then transferred as aforesaid, shall fall short, or be then sold under or for less than the said Rate of 123 *l. per Cent.* as aforesaid; and likewise if the said *A.* his Heirs, &c. shall and do at the same Time of transferring the said Stock to the said *B.* her Executors, &c. pay, or cause to be paid unto her or them, Interest for the said Sum of 365 *l.* after the Rate of 6 *l. per Cent. per Ann.* from the Date above written, until the Time of his or their transferring thereof, as aforesaid, in Lieu of the Interest or Profit which shall or may in the mean Time arise or become due for the said Stock, and shall also pay the Charges of the said Transfers, and of Brokerage, for all the said Stock; then, &c.

The Condition of a Bond from the Petitioning Creditors of an intended Bankrupt to the Lord Chancellor, in order to issue forth a Commission of Bankruptcy.

Vide Obligation ante.

THE Condition of this Obligation is such, That if the above bounden *A. B.* and *C. D.* shall prove as well before the major Part of the Commissioners to be appointed in a Commission of Bankruptcy against *E. F.* of, &c. as upon a Trial at Law in Case the issuing forth of the said Commission shall be contested and tried, that the said *E. F.* is indebted unto the said Obligors in the Sum of 710 *l.* and upwards, and is become a Bankrupt within some or one of the Statutes in Force concerning Bankrupts: And the said *A. B.* and *C. D.* shall cause the said Commission to be executed according to the Direction of an Act of Parliament made in the fifth Year of the Reign of his present Majesty *George* the Second, intitled, *An Act to prevent the Committing of Frauds by Bankrupts*; then this Obligation to be void, or else to remain in full Force and Virtue.

VI. To perform Covenants.

The Common Form.

THE Condition of this Obligation is such, That if the above bounden *E. D.* her Executors and Administrators, do well and truly observe, perform, fulfil, accomplish, pay and keep all and singular the Covenants, Grants, Articles, Clauses, Provisoos, Promises, Conditions and Agreements whatsoever, which on the Part and Behalf of the said *E. D.* her Executors and Administrators, are or ought to be observed, performed, fulfilled, accomplished, paid and kept, comprised or mentioned in one Pair of Indentures of Lease, (or other Deed, as the Case is) bearing even Date with these Presents, made or expressed to be made between the above named *J. L.* of the one Part, and the above bounden *E. D.* of the other Part, in all Things, according to the true Intent and Meaning of the same; then, &c.

To perform the Covenants in a Lease agreed to be executed, and to lay out Money (allowed) in Repairs.

WHEREAS the above named *B.* hath agreed to let unto the above bound *A.* a Messuage, &c. situated, &c. for the Term of — Years from, &c. at and for the yearly Rent of — *l.* payable, &c. and a Lease of the said Premises for the Term and at the Rent aforesaid, and Counterpart thereof is prepared and agreed to be executed by and between them the said *B.* and *A.* And the said *B.* hath further agreed to allow, lay out and bestow the Sum of — *l.* for and towards the Repairing of the said demised House and Premises, and making and repairing the Fences thereof, which the said *A.* hath agreed, and doth hereby agree and undertake to make and do for the said — *l.* so and in such Manner as *C.* of, &c. shall direct: **N**OW the Condition, &c. That if the said *A.* his, &c. shall accordingly make and do all such Reparations and Fences in and about the said demised Premises for laying out the said — *l.* so and in such Manner as the said *C.* shall direct; and also if the said *A.* his, &c. shall and do, when

when the said intended Lease shall be executed by the said *B.* his Heirs or Assigns, well and truly pay, perform, fulfil, observe and keep the Rent, and all the Covenants, Clauses, Articles and Agreements in the said intended Lease to be contained, which on the Part and Behalf of the said *A.* his, &c. shall and ought to be paid, performed, fulfilled and kept; and that in and by all Things, according to the true Meaning of the said Indenture of Lease, when executed as aforesaid; then, &c.

To pay Mortgage Money, and perform the Covenants in a Mortgage.

THE Condition, &c. That if the above bound *A.* his Heirs, &c. do and shall well and truly pay, &c. unto the above named *B.* his Executors, &c. the Sum of, &c. on, &c. according to the Proviso contained in certain Indentures of Release or Mortgage, bearing the Date, &c. made, &c. between the said *A.* of the one Part, and the said *B.* of the other Part; **And also** if the said *A.* his Heirs, &c. do and shall well and truly observe, perform, fulfil and keep all and singular the Covenants, &c. in the said Indentures of Release or Mortgage mentioned and contained, which on the Part and Behalf of the said *A.* his, &c. are and ought to be observed, performed, fulfilled and kept, and that in and by all Things, according to the Purport, Intent and true Meaning of the said Indentures; then, &c.

Another.

THE Condition, &c. That if the above bounden *C. B.* his, &c. do and shall well and truly pay, &c. unto the above named *A. P.* her, &c. the Sum of 2700*l.* together with Interest for the same after the Rate of 4*l.* per Cent. per Ann. in Manner following, that is to say, The Sum of 54*l.* being Half a Year's Interest of the said 2700*l.* after the Rate aforesaid, at or on the — Day of *October* next ensuing the Date hereof, and the Sum of 2754*l.* being the whole Principal Money, and another Half Year's Interest thereof, after the Rate aforesaid, at or on the — Day of *April* which shall be in the Year, &c. being the same Sum as is mentioned in one Indenture of Mortgage bearing even Date herewith, and made between the said *C. B.* of the one Part, and the said *A. P.* of the other Part; **And also** if he the said *C. B.* his, &c. do and shall well and truly observe, &c. (as in the foregoing Precedent).

To pay Money mentioned in a Defeasance, and perform the Covenants therein, and in an Assignment or other Deed.

THE Condition, &c. is such, That if the above bound *A.* his, &c. do, &c. pay, &c. unto the above named *B.* his, &c. the Sum, &c. according to a Covenant for that Purpose, contained in certain Indentures of Defeasance bearing Date, &c. made, &c. between the said *B.* of the one Part, and the said *A.* of the other Part; **And also** if the said *A.* his Executors, &c. do, &c. observe, &c. all and singular other the Covenants, &c. contained and mentioned as well in the said recited Indentures of Defeasance, as also in certain Indentures of (Assignments) bearing also the Date, &c. made or mentioned to be made between the said *A.* of the one Part, and the said *B.* of the other Part, which on the Part and Behalf of the said *A.* his Executors, &c. are and ought to be observed, fulfilled and kept; and that in and by all Things, according to the Purport, Intent and true Meaning of the said recited Indentures; then, &c.

From a Master, to perform Covenants in Indentures, upon putting out a poor Child an Apprentice.

Whereas the above named *C.* and *D.* Churchwardens of the Parish of *St. K. C.* in *London*, and *E.* and *F.* Overseers of the Poor of the said Parish, by Indentures bearing Date with these Presents, have put out *G.* a poor Child of the said Parish, unto the above bound *A.* for the Term of seven Years, from the Date of the said Indentures, as by the said Indentures, Relation, &c. **And whereas** the said Churchwardens and Overseers have, before Sealing hereof, paid and given with the said *G.* unto the said *A.* the Sum of — and double new Apparel of all Sorts, both Linen and Woollen: **Now the Condition,** &c. That if the said *A.* his Executors and Administrators, do well and truly observe, perform and fulfil all the Covenants, Clauses, Agreements, Matters and Things in the said recited Indentures

tures contained, which on the Part and Behalf of the said *A.* his Executors, Administrators and Assigns, are and ought to be performed, fulfilled and kept, and that in and by all Things, according to the Purport, Intent and true Meaning of the same Indentures; then, &c.

VII. To insure Houses, &c.

To insure from Loss by Fire.

Whereas the above named *B.* being interested in certain Messuages, situate in — the above bound *A.* in Consideration of the Sum of — to him paid at, &c. by the said *B.* hath undertaken and agreed to bear, satisfy and make good unto the said *B.* all such Loss and Damage which within — from the Date hereof shall happen or come to the said Messuages, or any of them, by or by Reason of Fire, so far forth as shall concern one full fourth Part of the Value of the said Messuages, and Loss thereto happening, as the same shall be adjusted, and so as such Loss or Damage shall not exceed the Sum or Value of — **Now,** &c. That if the said *A.* his Executors, &c. shall and do at his and their own Charge, bear, sustain, pay, satisfy and make good unto the said *B.* his Executors, &c. all such Loss and Damage which within the said — shall happen or come to the said Messuages, or any of them, so far forth as shall concern one fourth Part of the Value of the said Houses, and Loss and Damage thereunto happening, as the same shall be adjusted, and so as such Loss do not exceed the Sum or Value of — according to the true Meaning of the said Parties, and of these Presents; then, &c.

VIII. To deliver Goods.

To deliver a Watch, or pay the Value thereof, and the Charges of a Suit commenced for it.

Whereas the above bound *A.* received of and from the above named *B.* on, &c. a Gold Watch with a Tortoise Shell Case, studded or inlaid with Gold, to mend or rectify the going of the said Watch, the said Watch being made by and bought of the said *A.* which said Watch the said *A.* hath not yet delivered to the said *B.* **And whereas** the said *B.* hath brought his Action against the said *A.* for the said Watch: **Now the Condition,** &c. That if the said *A.* his Executors, &c. shall and do on or before, &c. deliver, or cause to be delivered unto the said *B.* his Executors, &c. the said Gold Watch, and the said Case or Cover, in good Repair and Condition, and without any Hurt, Damage or Spoil thereof or thereto, free of all Charges and Incumbrances; or in Lieu and Consideration thereof, and for his the said *B.*'s Charges about recovering the said Watch, if the said *A.* his Heirs, Executors or Administrators, shall and do on, &c. pay or cause to be paid unto the said *B.* his Executors, &c. the Sum of, &c. then, &c.

IX. To observe Rules and By-Laws.

On letting of a Coach-Licence.

(Two to one.)

Whereas the above named *C.* hath letten unto the above bound *A.* one Coach-Licence, N^o — granted pursuant to the late Act of Parliament, for *Licensing and Regulating Hackney Coaches and Stage Coaches*, together with full Power and Privilege of working the same for the Term of one Year, to be accounted from the Day of the Date above written: **Now the Condition,** &c. That if the said *A.* his Executors, &c. and all and every Person and Persons who shall work with him, under or by Virtue of the said Licence, under or for him or them, do and shall from Time to Time during the said Term of one Year, obey, perform, fulfil and keep all and every the By-Laws, Rules and Orders now made and in Force, and which at any Time during the said Term of one Year shall be made and ordered by the Commissioners for regulating Hackney-Coaches, by Virtue of the said Act, and do and shall at all Times hereafter save harmless and keep indemnified the said *C.* his Executors, &c. of and from all Suits, Costs, Charges, Troubles and Damages that shall or may happen, arise or come unto him or them, or which he or they may sustain or be put unto for or by Reason of or concerning all or any such By-Laws, Rules and Orders in any Manner of wise; then, &c.

X. To

X. To deliver up Possession, &c.

To deliver up a Mill with the Utensils, &c. at the Determination of a Lease, in as good Repair and Condition as the same were when let, reasonable Use, &c. excepted.

Whereas the above named C. by his Indentures of Lease under his Hand and Seal, bearing Date, &c. hath letten unto the above bound A. (amongst other Things) a certain — Mill, with its Appurtenances, situated, &c. now in the Occupation of the said C. and all the Materials, Utensils and Things now in, about and belonging thereto, for the Term of — Years, from — then and now next ensuing, at the yearly Rent therein mentioned: **Now the Condition, &c.** That if the said A. his Executors, &c. at his, their or some of their own proper Costs and Charges, do and shall before the Expiration of the said Term of — Years by the said recited Lease granted, or other sooner Determination thereof, which shall first happen, make or cause the said Mill, and all Things belonging thereunto, to be made and put into the same Form, Order and Manner as they now are and be, and fitting to be used for a — Mill, as the same now is; and shall and do deliver up the same in such Order and Manner as aforesaid, at the Expiration of the said Term, with all the Materials, Utensils and Things which are now in, about and belonging thereto, unto the said C. his Executors, &c. in as good Repair and Condition as they now are and be, (reasonable Use and Wearing thereof in the mean Time only excepted); then, &c.

To leave the Goods, &c. in a House which are mentioned in a Schedule annexed to a Lease at the Expiration of the Term, pursuant to a Covenant in the Lease.

Whereas the above named B. by Indenture of Lease under, &c. bearing the Date, &c. hath let unto the above bound A. all that Messuage, &c. for the Term of — Years from, &c. at the yearly Rent therein mentioned: **And whereas** in and by a Schedule annexed to the said recited Lease is contained and mentioned as followeth, viz. In, &c. which with other Things mentioned in the said Schedule, the said A. hath in and by the said Lease covenanted to leave and yield up unto the said B. together with the said Messuage, &c. at the End of the said Term of — Years, or other sooner Determination of the said Lease, in as good Case, Repair and Condition, as the same now are and be, (reasonable Use and Wearing thereof in the mean Time only excepted): **Now the Condition, &c.** That if the said A. his, &c. shall and do at the End and Expiration, or other sooner Determination of the said Term of — Years, by the said recited Indentures of Lease granted, leave and deliver up unto the said B. his, &c. the said, &c. as herein before and as in the said Schedule is mentioned, according to the Purport and true Meaning of the said recited Indentures of Lease, and the said A.'s express Covenant therein in that Behalf contained: **And** if the said A. his, &c. shall then also make good, set up and leave the two Partitions which now inclose, &c. from the Passage lying between them, as they are now standing and made, in Case the said A. his, &c. shall remove or take down both or either of the said Partitions during the said Term; then, &c.

That the Master of a Ship shall deliver up the same to the Owners on Demand.

Given on employing a Master.

Whereas the above named B. and the Rest of the Part-Owners of the good Ship or Vessel called the — Burthen about — now — admitted and employed the above bound A. to serve as Master of the said Ship, for such Voyage, and for so long Time, as they the said Part-Owners, or the major Part of them, shall think fit, and have thereupon delivered the actual Possession of the said Ship, with all her Appurtenances, unto the said A. **Now the Condition, &c.** That if the said B. shall and do peaceably and quietly deliver up the said Ship, and the actual Possession thereof, unto the said B. or unto such other Person or Persons as the said Part-Owners, or the major Part of them, shall for that Purpose order and appoint, together with all and singular the Furniture, Tackle, Apparel, and other Appurtenances and Things whatsoever to the said Ship or Vessel belonging, and which shall belong, at what Time the same shall be required by the said Part-Owners, or the major Part of them,

them, (reasonable Wear and Tear thereof excepted) freed of all Charges and Incumbrances whatsoever to be done, committed or suffered by the said *A.* in any Manner of wise; then, &c.

Another, to deliver up a Ship, and to pay Part of the Profits of the Master's Privilege and Caploggen, at the End of a Voyage.

Whereas the above named *A.* Master and Part-Owner of the Ship — Burthen about — and the Rest of the Part-Owners of the said Ship, have consented that the above bound *B.* shall go Master of the said Ship for the present intended Voyage to — and back to — **Now the Condition, &c.** That if the said *B.* at the Return and Arrival of the said Ship to — from her said intended Voyage, or at any other Time when required by the said *A.* shall and do peaceably and quietly deliver up the said Ship, and the actual Possession thereof, unto the said *A.* or unto *D.* one other of the Part-Owners of the said Ship, together with all and singular, &c. (as in the last): **And also** if the said *B.* shall and do give a just and true Account of all Sums of Monies and Profits which shall become due, arise, be made or received for or on Account of the said Master's Privilege of and in the said Ship, and for Caploggen during the said Voyage, by Virtue of the Charterparty for the said Ship and Voyage, or otherwise; **And shall also** pay unto the said *A.* for his own proper Use, one full — Part of what shall become due and be received for his said Privilege and Caploggen, the said *A.* paying thereout Part of the said Ship's Damage, and other Charges, in Respect of the said Privilege; then, &c.

For a Master of a Ship to follow Orders, and deliver up a Ship, and give an Account of Freight, and Monies received and paid.

Whereas the above named *A.* at the Request of the above bound *B.* hath admitted and employed the said *B.* to serve as Master of the Ship, &c. (as in the last Precedent but one) **Now the Condition, &c.** That if the said *B.* shall and do at all Times hereafter perform and follow all such lawful Orders and Directions relating to the said Ship; and such Voyage or Voyages as the said *A.* his Executors, Administrators and Assigns, or other the Part-Owners thereof that shall employ her, shall from Time to Time give and direct; **And** shall at all Times use his utmost Care for preserving the said Vessel, with her Appurtenances, from all Spoil and Damage: **And** shall not directly or indirectly do or suffer, or procure to be done, any Act or Thing whatsoever, whereby the said Vessel shall or may be forfeited, seized, extended, charged or chargeable: **And also** if the said *B.* shall and do peaceably, &c. **And** if the said *B.* shall and do from Time to Time, upon Request of the said *A.* his Executors, Administrators or Assigns, or any of them, make ready and give to him or them a just and true Account in Writing of all Freight and Monies which he shall from Time to Time receive, pay or disburse for or on Account of the said Ship, and all other Matters and Things relating to the said Ship's Service and Employment, and of the said Affairs and Doings in and about the same; and shall and do likewise pay to the said *B.* his Executors, Administrators or Assigns, or some of them, all such Sum and Sums of Money as he shall from Time to Time receive, and upon any such Account or Accounts shall appear to be received or belong, and be due and payable to the Part-Owners of the said Ship, then, &c.

From a Master of a Ship that undertakes for himself and Super-Cargo a Minor, to follow Orders annexed; to send up an Inventory; to carry no Goods out, to claim no Privilege but what is expressed; to keep an Account of Sale of the Cargo and a Journal of the Voyage, and to deliver up the Ship.

Whereas the above named *A.* hath, at the Request of the above bound *B.* and with the Consent of the above named *C. D.* and *E.* allowed and employed the said *B.* to go Master of the said Ship — whereof the said *A. C. D.* and *E.* are Part-Owners, for an intended Voyage mentioned in the Orders hereunto annexed; and hath intrusted him and *F.* who is appointed Supercargo, with the Sale and Disposal of a Cargo on board the said Ship belonging to the said *A.* &c. for their Account and Benefit, amounting to the Value of — the Receipt whereof the said *B.* doth hereby acknowledge, and which the said *B.* hath undertaken, and doth hereby undertake, that he with the said *E.* or one of them, will carefully and faithfully dispose of according to the Orders hereunto annexed; and is likewise contented to become bound for the said *T.*'s observing the said Orders, and performing his Trust as Supercargo

cargo aforesaid: **Now the Condition, &c.** that if the said *B.* and *F.* and either of them, shall and do well and truly observe and perform all and every the Orders and Instructions, which the said *A. C. D.* and *E.* or the major Part of them, their Executors and Administrators have, or shall from Time to Time hereafter give or send in Writing under their Hands to the said *B.* and *F.* concerning the Ship and Cargo aforesaid, and her Voyage; **And also** if the said *B.* shall and do transmit or send to the said *A. C. D.* and *E.* or some of them, a full, true and perfect Inventory of the said Ship — and of her Stores at *Gravesend*, before her Departure thence; and if the said *B.* and *F.* or either of them, do not nor shall carry any Goods, or adventure in or with the said Ship, for their or either of their own proper Use or Account, or for the Account of any other Person or Persons, but only for the said *A. C. D.* and *E.* and shall not claim, expect, pretend to or take any other Benefit, Allowance or Privilege whatsoever, as Commander or Master or Supercargo of the said Ship, than what is mentioned to be allowed to them in the said Articles or Instructions hereunto annexed, and — Tons of the said Ship's Tonnage, which is allowed the said *B.* Freight free from *L.* to *M.* **And likewise** if the said *B.* and *F.* and either of them, shall and do at all Times during the said Voyage, keep a just and true Account in Writing of the Sale and Disposal, pursuant to the Orders aforesaid, of all the Cargo aboard the said Ship, which the said Owners and Proprietors have intrusted them with, and a Journal of the said Voyage, and deliver the said Accounts and Journal within — after the said Ship's Arrival at the Port of *L.* or other her Delivery Port in *England*, to the said *A. C. D.* and *E.* or some of them; **And shall likewise** deliver up to them the said *A. &c.* or to such other Person or Persons, as they or the major Part of them shall appoint, the actual and peaceable Possession of the said Ship, with all the Stores belonging to her according to the Inventory thereof to be taken, and sent to them the said *A. &c.* as aforesaid, and of all other Things that shall belong to her, at what Time soever the same shall be required of him, reasonable Wear and Tear excepted; **And likewise** if the said *B.* shall and do in all other Respects well, truly and faithfully acquit and discharge himself, in and concerning all other Matters and Things relating to the said Ship and Cargo, and the Trust reposed in him by the said *A. &c.* as Master of the said Ship during the said Voyage, which he hath undertaken to perform, and give a true Account of as aforesaid, according to the true Intent and Meaning of the said Orders, and of the said Parties, and of these Presents; then,

From a chief Mate, to do the same Things, if the Master dies.

Whereas the above named *A. C. D.* and *E.* Part-Owners of the Ship — whereof *B.* is Commander, have at the Request of the above bound *G.* allowed and employed him to go chief Mate of the said Ship for her intended Voyage, mentioned in the Order hereunto annexed, and in case of the Decease of the said *B.* at any Time during the said Voyage, have appointed the said *G.* to succeed him the said *B.* in the Command of the said Ship as Master thereof; and in case the said *G.* together with *F.* who is appointed Supercargo, will be also intrusted in the Sale and Disposal of the Cargo on board the said Ship, belonging to the said *A. &c.* and for their Account and Benefit, amounting to the Value of — all which, in case of the Decease of the said *B.* the said *G.* doth hereby undertake that he, or the said *F.* or one of them, will carefully and faithfully dispose of the said Cargo, according to the Orders hereunto annexed; **And** the said *G.* is contented, in case of such Decease of the said *B.* to become bound to the said *F.*'s observing the said Orders, and performing his Trust as Supercargo aforesaid, in such Manner as the said *B.* should have done, according to the Tenor of his Bond of the Date hereof hereunto also annexed: **Now the Condition, &c.** that in case the said *B.* shall at any Time during the said Voyage, happen to depart this Life; then if the said *G.* and *F.* and either of them, shall and do, *&c. (as in the last till the Words from L. to M. and then comes in)* in case the said *B.* shall happen to die before the said Ship's Arrival at *L.* **And likewise** if the said *G.* and *F.* shall and do immediately after the Decease of the said *B.* at all Times during the Residue of the said Voyage, keep a just, *&c. (as in the last)*, and a Journal of the Remainder of the said Ship's Voyage, *&c. (as in the last, till the Words, according to the Inventory thereof; where instead of the Words to be taken and sent comes in, which the said B. according to his Obligation in that Behalf, shall take and send to the said A. &c. or some of them, before the Ship's Departure from Gravesend (and then), and of all other Things, &c. (as in the last, till the Words, according to the Trust reposed in him, where comes in) as Master of the said Ship, in case of the Decease of the said B. during the then Residue of the said Voyage, &c. as in the last.*

From a chief Mate of a Ship let by Charter-Party, to perform Covenants, follow Orders, give up an Account and deliver up the Ship, and likewise for a second Mate.

Whereas, &c. *As thereby, Relation, &c.* And whereas the above bounden D. is entertained and admitted to serve and go as first or second Mate, of and in the said Ship during the said intended Voyage, and is to succeed the said A. the present Master of the said Ship, and to be and act as Master thereof, in case of the Decease of the said A. and the first or chief Mate of the said Ship during the said Voyage, and in case of such the Decease of the A. (and —) he the said D. hath agreed and promised to do and perform all Matters relating to the said Ship and her intended Voyage, as well which are mentioned and contained in the said recited Charter-Party, as in any other Writings or Orders given by or under the Hands of the said B. and C. or other the Part-Owners of the said Ship, or by the said Company: **Now therefore the Condition, &c.** that if during the said intended Voyage, the said A. (and —) shall happen to depart this Life, and the said D. shall him (them) survive; that then and in such Case, he the said D. shall and will accordingly take upon him the Office, Care and Government of the said Ship as Master thereof for the then Residue of her said intended Voyage; and shall truly do and perform all the several Covenants, Articles, Clauses and Agreements, which are mentioned and contained in the said recited Charter-Party, relating to the said Ship and her said intended Voyage, and the Cargo of — and Effects and Produce thereof, as also all or any other Matters or Things whatsoever therein mentioned and contained by and on the Part and Behalf of the said Master, to be performed in any Manner of wise; **And** shall and do likewise observe and perform the Orders, Directions and Instructions, given as well by the Part-Owners of the said Ship as aforesaid, or the major Part of them and the said Company respectively relating to the said Premises, as far as may be or can; **And also** if the said D. do and shall make and give a just and true Account in Writing of all Monies, Goods, Effects, and other Things whatsoever which he shall receive, or which shall be delivered or come to his Charge, Care, Custody or Possession, or wherewith he shall or ought to be charged or chargeable, and deliver the same to such Person or Persons to whom the same shall belong, or be ordered and consigned, and acquit and discharge himself therefrom; and also shall and do (the Perils and Dangers of the Seas, and other inevitable Accidents excepted) deliver the actual Possession of the said Ship to B. C. and other the Part-Owners thereof, with all her Appurtenances, Stores and Provisions, and free of all Debts and Incumbrances by him the said D. to be committed; then, &c.

XI. To procure Things to be done.

To procure an Apprentice's Freedom.

The Condition, &c. that if the above bound A. B. his, &c. do and shall within — next after the End of the Apprenticeship of C. D. upon the Request of the said C. D. cause and procure the said C. D. to be lawfully and according to the Custom of the City of L. admitted into the Freedom of the said City in the Company of — so as the said C. D. shall not be hindred thereof, by Reason of any Act or Thing to be hereafter done by him the said A. B. his, &c. then, &c.

From a Master of a Ship, to procure the Discharge of one sold at — or to procure a Certificate from a Justice of Peace, of the Reasons why he will not return to England.

Whereas the above bound A. did on, &c. carry C. Son of the above named B. by and with his free Will and Consent unto — there to abide and tarry, and to be disposed of by the said A. according to the Custom of the Country there; and upon the said C.'s Arrival at — the said A. did with like Consent bind him Apprentice to one D. of — aforesaid: **And whereas** the said B. the Father, hath demanded and doth require of the said A. that his said Son may be discharged from his said Service, and that the said A. do and shall bring, or cause the said C. the Son to be brought and returned back to L. to the said B. the Father, within — now next, which the said A. hath undertaken and agreed to do, or procure to be done accordingly, or otherwise within the said — to deliver to the said B. a Certificate duly sworn and attested by a Justice of the Peace in — aforesaid, of the Reasons why the said C. the Son will not return to England, in case he be contented to stay in — and

and refuse to return and come for *England*: **Now therefore the Condition, &c.** that if the said *A.* his, &c. shall and do at his and their own Costs and Charges within — to be accounted from the Day of the Date above written, if the said *C.* the Son be then living, procure the Discharge of the said *C.* from his said Service, and do and shall bring the said *C.* the Son in and with the Ship, whereof the said *A.* is Master; or procure his Return to *England* in or with some other Ship or Vessel, that he may be returned and delivered to the said *B.* his Father, or other his Relations; **Or otherwise** if the said *A.* his, &c. do and shall within the said — deliver or cause to be delivered to the said *B.* the Father, his, &c. a Certificate duly sworn before some Justice of the Peace in — aforesaid, declaring the said *C.* the Son's Reasons for his staying and continuing abroad, if he be so minded and contented, and shall refuse or not be willing to return and come to *England*; then, &c.

To procure Certificates of a Person's Life quarterly, made upon Assignment of an Annuity issuing out of the Duty of Excise.

Whereas *D.* of, &c. hath by Writing of Assignment or Deed Poll under Hand and Seal, bearing Date, &c. (reciting as therein is recited) for the Consideration therein mentioned, assigned, &c. unto the above named *C.* his, &c. a certain Sum or Annuity of — *l. per Ann.* given her by, &c. and payable to her for the Term of her Life, issuing out of the Duty of Excise, upon and by Virtue of a Tally and Order thereon, N^o (—) as by, &c. Relation, &c. **Now the Condition, &c.** that if the said *D.* shall and do from Time to Time, during her natural Life, within — Days after every of the four Quarter-Days in the Year successively, *viz.* *Midsummer-Day*, &c. send or cause and procure to be sent and delivered to the said *C.* his Executors, &c. at, &c. a sufficient Certificate according to the Act of Parliament in that Behalf, that she the said *D.* was living the then preceding Quarter-Day before the Date of every such Certificate, whereby he the said *C.* his Executors, &c. shall and may be enabled to demand and receive the said Annuity or yearly Sum of — *l.* quarterly as the same shall become due, according to the Intent of the said recited Assignment; **And** if the said *D.* shall neglect or refuse to send or deliver the said Certificate quarterly as aforesaid, or before the next succeeding Quarter-Day, after the said Certificate ought to be delivered as aforesaid, then if the said *A.* and *B.* or either of them, their or either of their Heirs, &c. shall pay or cause to be paid unto the said *C.* his Executors, &c. the quarterly Sum or Payments, which shall become due and ought to be paid, for or upon the then last preceding Quarter-Day for which such Certificate ought to be delivered, or shall be neglected or refused so to be sent or delivered as aforesaid; then, &c.

XII. Concerning the Composition of Debts.

From a Debtor, to pay Money according to a Composition with his Creditors, on a Day certain, or in Default thereof to pay the whole Debt.

In Pursuance of an Agreement, &c. in a Deed of Composition.

Whereas the above named *B.* hath, amongst other the Creditors of the above bound *A.* sealed and executed a certain Writing, bearing Date, &c. whereby the said *B.* amongst other the Creditors of the said *A.* hath agreed to take 10 *s.* in the Pound as a Composition in full for every Pound, or 20 *s.* owing to him by the said *A.* which is to be paid in Manner following; (that is to say) 5 *s.* in the Pound, Part thereof on, &c. and 5 *s.* in the Pound more, Residue thereof on, &c. in which said Writing the said *A.* hath agreed, that if it shall be required by any of his Creditors, he shall and will give Bond to every of his Creditors for the said 10 *s.* in the Pound, with a Condition, that if any Default be made of the said Payment as aforesaid, then to sue for their whole Debts as if there had been no Composition; and in which said Writing is also contained a Proviso, that if the said *A.* shall make Default in either of the said Payments, then the said recited Writing is to be void and of no Effect, as by the said recited Writing, Relation, &c. **And whereas** there was due and owing to the said *B.* at the Time of his Signing the said recited Writing, the Sum of 40 *l.* **Now the Condition, &c.** that if the said *A.* his Heirs, &c. do and shall truly pay, or cause, &c. unto the said *B.* his, &c. the Sum of 10 *s.* of, &c. on, &c. which will be, &c. (*several Days of Payment*) being the Moiety of the Sum of 20 *s.* the Composition Money due for his Debts, after the Rate of 10 *s.* in the Pound, or for every 20 *s.* due and owing to the said *B.* as aforesaid; **But** if the said *A.* his Heirs, &c. shall make Default in Payment of the said Sum of 10 *l.* as aforesaid;

said; then and in such Case, if the said *A.* his Heirs, &c. do and shall truly pay, or cause, &c. unto the said *B.* his Executors, &c. the Sum of 20*l.* of, &c. being the Moiety or Half-Part of his full Principal Debt owing to him by the said *A.* as aforesaid; then, and in either of the said Cases, this Obligation to be void and of none Effect, or else, &c.

From a Debtor to a Son of the Creditor, that if two Persons, Relations, do not agree to a Composition agreed on between the Debtor and Son, and shall recover against the Son, such Creditor shall pay as much recovered, as far as the Money remitted amounts to.

Whereas by Indenture bearing even Date with the above written Obligation, made or mentioned to be made between the above named *R. J.* of the one Part, and the above bound *J. B.* of the other Part, after Reciting (among other Things) that the Ballance due from the said *J. B.* to the said *R. J.* as Executor of his late Father *R. J.* late of London, Merchant, deceased, did amount to the Sum of 1444*l.* 5*s.* 7*d.* and no more, the said *R. J.* the Son, did thereby compound the said Debt, and agree to accept of the Sum of 800*l.* in full Satisfaction of the said Debt, to be paid and secured as therein mentioned and expressed, as by the said Indenture may more fully appear: **And whereas** *J. J.* of London, Merchant, and *M.* his Wife, Sister of the said *R. J.* the Son, and Daughter of the said *R. J.* deceased, or one of them, their or one of their Executors or Administrators, may hereafter claim and pretend a Right to some Part or Share of the Personal Estate of the said *R. J.* deceased, by Virtue of the Custom of London, and may not agree to the Composition made by the said *R. J.* the Son, with the said *J. B.* and may commence Suits against the said *R. J.* the Son, in Relation to the same, and may recover some Part or Share of the Personal Estate late of the said *R. J.* deceased, from and against him the said *R. J.* the Son: **Now the Condition,** &c. that in case the said *J. J.* and *M.* his Wife, or either of them, their or either of their Executors or Administrators, shall at any Time hereafter refuse to agree to the said Composition, and shall commence any Suit against the said *R. J.* the Son, his Executors or Administrators, and thereupon recover any Part or Share of the Personal Estate late of the said *R. J.* deceased, from the said *R. J.* the Son, his Executors or Administrators; that then if the said *J. B.* his Heirs, Executors or Administrators, shall and do on the 25th Day of, &c. in case before such Time such Recovery shall be had against the said *R. J.* the Son, his Heirs, Executors or Administrators within that Time; but in case such Recovery shall not be had within that Time, then within six Calendar Months after such Recovery, well and truly pay, or cause to be paid unto the said *R. J.* the Son, his Executors or Administrators, so much good British Money as shall be so recovered against the said *R. J.* the Son, by the said *J. J.* and *M.* his Wife, or either of them, their or either of their Executors or Administrators, in respect only of the Sum of 644*l.* 5*s.* 7*d.* agreed by the said *R. J.* (Party hereto) upon the said Composition to be remitted and forgiven to the said *J. B.* then the above written Obligation to be void, &c.

XIII. Concerning Arbitrations and Awards.

The common Form of a Condition of a Bond of Arbitration.

The Condition, &c. that if the above bound *A.* his Heirs, Executors and Administrators, for his and their Parts and Behalves, shall and do in and by all Things, well and truly stand to, obey, abide, observe, perform, fulfil and keep the Award, Order, Arbitrament, final End and Determination of — (and you may say, or any two of them) Arbitrators indifferently elected, chosen and named, as well by and on the Part and Behalf of the said *A.* as by and on the Part and Behalf of the above named *B.* to arbitrate, award, order, judge and determine, of and concerning all and all Manner of Action and Actions, Cause and Causes of Actions, Suits, Bills, Bonds, Specialties, Covenants, Contracts, Promises, Accounts, Reckonings, Sums of Money, Judgments, Executions, Extents, Quarrels, Controversies, Trespasses, Damages and Demands whatsoever, at any Time heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed or depending, by or between the said Parties, so as the Award of the said Arbitrators, (and you may say, or any two of them) be made and set down in Writing indented under their (or any two of their) Hands and Seals, ready to be delivered to the said Parties in Difference, on or before the — Day of — then, &c.

To be added before the Words, then, &c. when there is to be an Umpire.

AND if the said Arbitrators shall not make such their Award of and concerning the Premises within the Time limited as aforesaid, then if the said *A.* his Heirs, Executors and Administrators, for his and their Parts and Behalves, do and shall well and truly stand to, observe, perform, fulfil and keep the Award, Determination and Umpirage (*if the Umpire be particularly named*) of *G.* being a Person indifferently named and chosen between the said Parties for Umpire, (*but if not particularly named, say*) of such a Person as the said Arbitrators shall indifferently choose (for Umpire) in and concerning the Premises, so as the said Umpire do make and set down his Award and Umpirage in Writing indented under his Hand and Seal ready to be delivered to the said Parties in Difference, on or before the — Day of — then, &c.

To be added after the Words, then, &c. when the Award or Umpirage is to be made a Rule of Court.

AND it is hereby agreed by and between the said Parties, that these Presents and the Submission hereby made of the said Matters in Controversy, shall be made a Rule of his Majesty's Court of King's Bench (*or Common Pleas, &c. as the Case is*) to the End the said Parties in Difference shall be finally concluded by the said Arbitration of these Presents indented, pursuant to the late Act of Parliament in that Case made and provided.

An Arbitration Bond touching a Partition between Joint Tenants, &c.

(*From A. to B.*)

WHEREAS *D.* late of, &c. by his last Will and Testament in Writing duly executed, bearing Date on or about, &c. did give and bequeath to his Wife *E.* (*inter alia*) his two Houses, situate, &c. and his three Houses, situate, &c. during her natural Life, and after her Decease, did will and devise that his Estate therein should immediately go to *A.* and his Sister, then and now living, being the Son and Daughter of *G.* of, &c. **And whereas** the said *E.* is since dead, whereby the said *A.* and *F.* became intitled to the said Houses and Premises as Joint Tenants: **And whereas** the said *F.* hath since intermarried with the said *B.* whereby he the said *B.* is become intitled to one undivided Moiety of the said Houses: **And whereas** the said *A.* and *B.* have, for their mutual Benefit and Advantage, agreed that the said Joint Tenancy should be secured, and that a Partition should be made of the Premises, and that each of them should hold a Moiety thereof in Severalty: **And whereas** the said *A.* and *B.* have agreed, that the said Partition should be made by two Persons equal and indifferent between the said Parties, and have for that Purpose chosen and appointed *H.* of, &c. and *J.* of, &c. to make a fair and equal Partition of the said Houses and Premises, and to appoint by Lot, or otherwise, which Parcel of the said Premises, each of them the said *A.* and *B.* shall from the Time of the making of the said Partition enjoy in Severalty: **Now the Condition** of this Obligation is such, that if the above bounden *A.* shall and will well and truly abide by and perform such Award as shall be made by the said *C. D.* for the fair and equal Partition of the said Premises, and also shall and will make and execute such Conveyances and Assurances in the Law, and do and perform all other Acts, Matters and Things as shall be necessary or requisite, or which shall by Counsel learned in the Law be reasonably advised or devised, for the more perfect and absolute Conveying and Assuring to the said *F.* such Moiety of the said Premises, as shall by the said *C. D.* be awarded and allotted to him as aforesaid, so that the said *F.* may peaceably and quietly enjoy the said Moiety in Severalty, or provided no Award shall be made within the Space of 14 Days, from the Day of the Date hereof, then in such Case this Bond to be void, or else to remain in full Force and Effect.

Condition of an Arbitration Bond as to settling the Accounts of Executors; Obligation to be from E. Executor of B. to D. Widow of A. and to A. the Son of A. and D. in 2000 l.

WHEREAS the above named *A.* the Father, deceased, by his last Will and Testament in Writing duly executed, bearing Date on or about — did thereby (*inter alia*) make and appoint the above named *B.* together with *C. Esq;* Executors and Trustees of his said Will, during the Minority of the above named *A.* his Son, for the Intent and Purposes there-
PART II. 9 If in

in mentioned and expressed, as by the said Will duly proved by them the said Executors may appear; **By** Virtue of which Will and Executorship they the said B. and C. severally possessed themselves of great Part of the Personal Estate late of the said A. the Father, and also received great Part of the Rents of his Real Estates, and have since respectively paid, applied and disposed of great Part of the said Estate so by them received, upon the Trusts and according to his said Will: **And whereas** the said A. the Son, having attained his Age of 21 Years, an Account of what was by him the said C. received, and which remained in his Hands of the Real and Personal Estates late of the said A. the Testator, having been stated, settled and allowed by and between them the above named D. A. her Son, and the said C. and he said C. having accounted for and paid what was by him so received and remaining in his Hands to them the said D. and A. according to the true Intent of the said Will, they the said D. and A. her Son, have given a full Release and Discharge to the said C. of all their Demands, relating to his Acting in the said Executorship and Trusts by the said Will in him reposed: **And whereas** the said B. sometime since departed this Life, having first made and duly executed his last Will and Testament in Writing, and thereof appointed the above bound J. E. Executor thereof, as by the same Will by him duly proved may appear: **And whereas** the said B. in his Life-time, as being the other Executor of the said A. the Father, did receive, pay and apply some Part of the Real and Personal Estate of the said A. the Father, pursuant to the Trusts in the said Will contained; but he the said B. dying in the Minority of the said A. the Son, and no Account having been made and settled, as to what by him the said B. so received and paid out of the said Estates; and he the said E. as Executor and Representative, being now liable to make up such Account, and to answer and pay the Balance thereof unto them the said D. and A. her son, (if any such shall appear due,) and such Account having been by him the said E. delivered to them the said D. and A. her Son, and some Disputes and Difference having arisen between them, touching some Articles and Vouchers in the same Account mentioned and contained; they the said E. and D. and A. her Son, for the Ending and Preventing of all further and future Disputes, Controversies, Actions and Suits touching the same Account, have mutually agreed to refer the same to the Arbitrament and Determination of F. of, &c. (a Person chosen by, for and on the Behalf of the said E.) and to G. of, &c. (a Person chosen by, for and on the Behalf of them the said D. and A. her Son); and in case the said Arbitrators cannot determine the same, that then the same shall be fully ended and determined by a third Person to be by them chosen as an Umpire, in such Manner as herein after is in that Behalf mentioned and expressed: **Now the Condition, &c.** that if the said E. his Heirs, Executors and Administrators, and every of them, shall and do for and on his and their Parts, in all Things stand to, obey, abide, perform, fulfil and keep the Award, Arbitrament, Order, Determination, final End and Judgment, which shall be by them the said F. and G. made of and concerning the said Account of him the said E. so delivered as aforesaid, and of and for all and every the Articles, Vouchers and Things therein contained, and of all Disputes, Differences, Actions, Suits, Claims and Demands whatsoever touching or concerning the same, so as such Award, Arbitrament, Determination, final End and Judgment of the said Arbitrators, of and in the same Premises, be by them made and given up in Writing under both their Hands and Seals, ready to be delivered to all the aforesaid in Controversy within one Month next ensuing the Date hereof; **And** if they the said Arbitrators of and in the said Premises cannot agree, end and determine the same within the said one Month; that then if the said E. his Heirs, Executors and Administrators, and every of them, shall and do for and on his and their Parts, in and by all Things stand to, obey, abide, perform, fulfil and keep the Award, Arbitrament and Umpirage of such third Person an Umpire, as they the said Arbitrators shall indifferently name, elect and choose for the Ending and Determining of the same Premises, so as such Award, Umpirage and Judgment of the said Umpire of and in the same, be by him so made and given up in Writing under his Hand and Seal, ready to be delivered to each of the said Parties in Controversy, within — Days next after the End of the said one Month, the said Obligation to be void and of no Effect; otherwise the same shall remain in full Force and Virtue.

Another, from a Part-Owner on the Behalf of his Son, Master of a Ship, about Damage of Goods.

Whereas Differences have arisen and are depending between the above named A. and C. Son of the above bound B. and late Master of the Ship — Burthen — about and concerning Damages and Waste of Goods belonging to the said A. on board the said Ship, in her late Voyage from — to — which Differences by Agreement of the said Parties are referred to the Award, &c. (as in the last) indifferently chosen by and between the said Parties,

to award, &c. and if they do not make the Award, &c. (as in —) as hereunder is mentioned ; And the said B. hath also undertaken for the said C.'s Performance of such Award and Umpirage as shall be made concerning the same : **Now therefore**, &c. that if the said C. or the said B. for and on his Behalf, their Heirs, Executors and Administrators, shall and do, &c. (as in the last) about and concerning the said Matters in Difference, and all or any Actions, Suits and Causes thereof, Covenants, Controversies, Agreements, Sums of Money, Payments, Damages, Claims and Demands whatsoever concerning the same ; And if the said Arbitrators shall not, &c. then if the said C. or the said B. for and on his Behalf, their Heirs, Executors and Administrators, shall and do stand to and perform, &c.

About a Riot.

Whereas certain Controversies or Differences have heretofore arisen by and between the above bound W. P. and A. P. and the above named F. S. and H. S. of, &c. and T. P. of, &c. for or concerning a *Forcible or pretended Forcible Entry*, made or pretended to be made in and upon the now Dwelling-House of the said F. S. and an Assault or pretended Assault upon the Persons of them the said F. S. H. S. and T. P. **Now the Condition**, &c.

Concerning two Causes, one in the Arches Court of Canterbury, the other in the Ecclesiastical Court of the Diocese of Hereford.

The Condition, &c. that *whereas* there are two several Causes now depending, one in the Arches Court of Canterbury, and another in the Consistory Court of the Diocese of H. between the said M. S. P. &c. and the said J. T. Defendant ; **If therefore** the said J. T. his Heirs, Executors and Administrators, do, &c. to arbitrate, award, order, Judge of and determine the said Causes now depending, so as the said Arbitrators do make their Award, &c.

Another between the Master, Owners and Freighters of a Ship.

The Condition, &c. that if the above bound A. who was late Master of the Ship — and the above bound B. C. and D. Part-Owners of the said Ship, and the rest of the Part-Owners thereof, do and shall in and by all Things well and truly stand to, perform and keep the Award, Judgment, final End and Determination of — Arbitrators indifferently named and chosen, as well by and on the Part and Behalf of the said A. B. C. and D. as by and on the Part and Behalf of the above named E. and G. (Freighters) to arbitrate, judge and determine of and concerning all and all Manner of Actions and Suits, and Causes thereof, Debts, Dues, Covenants, Contracts, Agreements, Sums of Money, Controversies, Differences, Claims and Demands whatsoever at any Time heretofore had, made, &c. (as in the common Condition) between the said Parties, or any of them relating to or concerning the said Ship — and her late Voyage to — and thence to — in the Year — so as the said Arbitrators shall make, &c. (as usual.)

Another, from Part-Owners and one on the Behalf of the Master of a Ship, about Damage demanded for the Breach of Charterparty.

Whereas Differences, &c. and are depending between the above named D. of the one Part, and E. Master of the Ship — Burthen — of the other Part, about and concerning a Charterparty, dated, &c. made between the said E. Master of the said Ship, of the one Part, and the said D. of the other Part, and concerning Damages demanded by the said D. for a Breach thereof by the said Master ; which Difference, and likewise all or any other Differences and Demands between the said Parties, and all Actions, Suits and Causes thereof, Covenants, Contracts, Agreements, Sums of Money, Payments, Damages, Claims and Demands concerning the same, the above bound A. Part-Owner of the said Ship, and B. for and on the Behalf of the said E. and the said D. have agreed to refer to the Award, Arbitrament, final End and Determination of — Arbitrators indifferently, &c. (as usual) to award, &c. of and concerning the same : And if they do not make the Award, &c. (as in) as hereunder is mentioned : **Now therefore**, &c. That if the said E. and Part-Owners of the said Ship, his and their Executors and Administrators, for his and their Parts and Behalves, shall and do, &c. — about and concerning the Matters in Difference, and all or any Actions, &c. — And if the said Arbitrators shall not, &c. then if the said E. his Heirs, Executors, Administrators and Part-Owners of the said Ship, shall do, &c.

Another

Another between the Masters of two Ships, for themselves and the Rest of the Part-Owners about a Prize.

Whereas Differences, &c. between the above bound *A.* and the Rest of the Part-Owners of the Ship — whereof the said *A.* is Commander, of the one Part, and the above named *B.* and the Rest of the Part-Owners of the Ship — whereof the said *B.* is Commander, of the other Part, concerning the Parts or Proportions claimed by and belonging to the Owners of the said several Ships, in Respect thereof, of and in a *French* — or Vessel called the — Master, and her Loading, which was lately taken as Prize by the said *A.* and *B.* in and with the said Ships — and — and all Monies arising thereby: **Now the Condition, &c.** That if the said *A.* and the Rest of the Part-Owners of the said Ship — their Executors, Administrators and Assigns, do and shall in and by all Things well and truly stand to, perform and keep the Award, &c. of — Arbitrators indifferently named by and on the Behalf of the said Parties in Difference, to arbitrate, judge and determine the said Matters in Difference between them, and all or any Actions, &c. concerning the same, so as their Award shall be made, &c. —

Note; In most Bonds from one or more Part-Owners on Behalf of the Rest, are put in just before, Now the Condition, &c. these Words, And the said — hath undertaken for the Rest of the Part-Owners of the said Ship Performance of such Award as shall be made concerning the same: And then the Condition is as above.

Another, between Part-Owners and one on the Behalf of Sailors-Wages:

Whereas Differences, &c. between the above bound *A.* and the above named *B.* touching the Claims of *C. D.* and *E.* for whom the said *B.* acts, concerning Wages due to them from the said *A.* and the Rest of the Part-Owners of the Ship —, — Master; which Differences the said Parties have agreed to refer to the Determination of —: **Now the Condition, &c.** That if the said *A.* his Executors and Administrators, and the Rest of the Part-Owners of the said Ship — do and shall in and by all Things well and truly stand to, perform and keep the Award, Judgment, final End and Determination which the said — Arbitrators, indifferently chosen between them as aforesaid, shall make and give up in Writing, &c. without any Actions, Suits, or any such like Words.

The Difference in the other Part.

— That if the said *B.* and the said *C. D.* and *E.* for whom he acts, &c. (as in the other) shall, &c.

A special Condition to stand to Arbitration, from one of the Executors of a Factor about his Accounts.

Whereas Differences have arisen and are depending between the above bound *A.* and the above named *B.* Executors as above mentioned, concerning certain Accounts depending between the said Parties, the Particulars whereof are contained in a Writing or Paper, dated at — the — signed by the said *A.* and intitled — and in one other Writing or Paper, dated at — the — signed by *D.* (who is joint Executor with the said *B.*) and intitled — which Accounts, and all Differences and Demands concerning the same, the said Parties have agreed to refer to the Award, Judgment and Determination of — Arbitrators indifferently named, as well by and on the Part and Behalf of the said *A.* as by and on the Part and Behalf of the said *B.* to award, order, arbitrate, judge and determine concerning the same; *And if to be an Umpire say, And if they don't make their said Award within the Time hereunder limited, then to the Umpirage of such a Person as the said Arbitrators shall indifferently chuse for Umpire (or the Umpire may be named as before directed) as hereunder is mentioned: Now therefore the Condition, &c.* That if the said *A.* his Executors and Administrators, for his and their Parts and Behalf, shall and do in and by all Things well and truly stand to, observe, perform, fulfil and keep the Award, Arbitration, Judgment, final End and Determination, which the said — Arbitrators, as aforesaid, shall make and give up in Writing, &c. (mentioning the Time fix'd on, and then say) in and concerning the before mentioned

tioned Accounts, and all or any Actions, Suits, Debts, Dues, Sums of Money, Differences, Damages, Claims and Demands concerning the same; (And if to be an Umpire say, But if the said Arbitrators shall not make such their Award, &c. as before directed); then, &c.

The Difference in the other.

— That if B. and D. (the other Executors of C.) their Executors and Administrators, and either and every of them.

Another, between two Attornies of Administrators concerning Differences between the Intestates.

Whereas Differences arose between the above named A. and G. since deceased, about and concerning, &c. — which Differences not being adjusted by the said A. and G. in their Life-times, the above bound B. and G. the lawful Attornies, and for and on the Behalf of D. and E. Administrators of the Goods and Chattels of the said G. and the said A. have agreed to refer the said Differences to — Arbitrators, &c. to arbitrate, &c. concerning the same, as hereunder is mentioned: **Now the Condition, &c.** That if the said B. and C. and the said D. and E. and either and every of them, their Executors and Administrators, shall and do stand to, perform and keep the Award, Order, Arbitrament, final End and Determination, which the said — Arbitrators as aforesaid, shall make, &c. — in and concerning the said Matters in Difference, and all or any Actions, Suits, Accounts, Sum and Sums of Money, Damages, Claims and Demands concerning the same; then, &c.

Another, between the Assignees in a Commission of Bankruptcy, and the Master of a Ship that belonged to the Bankrupt.

Whereas Differences, &c. — between the above bound A. and the above named B. and C. Assignees and Trustees, by Virtue of a Commission of Bankruptcy awarded against E. by his Consent and Desire, to defeat Attachments about and concerning an Account depending between the said A. and E. concerning the Ship — whereof the said A. was Master; which Differences concerning the said Ship, and all or any other Accounts, Matters and Things depending between the said A. and the said E. they the said Parties have agreed to refer to the Award, Judgment and Determination of — Arbitrators, indifferently named and chosen by and between the said Parties in Difference in and concerning the Premises: **Now the Condition, &c.** that if the said A. do and shall, &c.

The Difference in the other Part is,

— That if B. and C. Assignees as aforesaid, do and shall, according as the Estate of the said E. makes out, and in Proportion as his other Creditors do receive, well and truly stand to, &c.

From a Surety for a Person in Variance with another, that such Person shall stand to an Award, pursuant to a Bond of Arbitration agreed to be entered into by the Parties at Variance.

Whereas Differences have arisen and are depending between A. of, &c. Father of the above bound B. and the above named C. **And whereas** the said A. and C. have agreed, and do intend to seal and execute unto each other Bonds of Arbitration, to stand to such Award, &c. as D. E. and F. &c. or any two of them, (Arbitrators indifferently named between them) shall make on or before the — **And whereas** the said B. hath agreed with the said C. that he the said B. shall and will well and truly pay, or cause, &c. unto the said C. all such Sum and Sums of Money as they the said Arbitrators, or any two of them, shall award or order to be paid unto the said C. by the said A. within — Days next after such Award shall be so made and given by the said Arbitrators, or any two of them, unto the said Parties in Difference, on or at any Time before the said — and a general Release signed, sealed and executed by the said C. unto the said A. of all Claims and Demands whatsoever, from the Beginning of the World unto the Day of the Date of the said intended Reference of Bonds of Arbitration: **Now therefore the Condition, &c.** That if the said B. his, &c. do and shall

shall well and truly pay, or cause, &c. unto the said C. his, &c. all such Sum and Sums of Money as the said Arbitrators, or any two of them, shall by such their Award as aforesaid order the said A. to pay unto the said C. within — Days next after such Award shall be by them so made and given up, on or at any Time before the said — and a general Release, &c. (as above in the Recital.)

XIV. Concerning Apprentices, Servants, Clerks, Agents, Factors, and Officers in several Capacities.

That an Apprentice shall serve pursuant to his Indentures.

Whereas, &c. (Recital of the Indentures): **Now the Condition, &c.** That if the said — the Apprentice shall and do well continue with and truly serve the said — his Master, for and during the Term of — Years from the Date of the said Indentures, to be accounted according to the Intent and true Meaning of the said Indentures of Apprenticeship; then, &c.

From a Father, that his Son, an Apprentice turned over, shall serve till of Age, and then he shall sign a sufficient Writing whereby he shall oblige himself to serve the Residue of the Term mentioned in his Indentures.

Whereas D. Son of the above bound A. by his Indentures of Apprenticeship under, &c. dated, &c. bound himself Apprentice unto E. since deceased, for the Term of — from — and by F. Executor of the said E. by Writing under his Hand and Seal, bearing Date, &c. is assigned and turned over, with the good Liking of the said D. to the above named B. as by the said recited Indentures of Apprenticeship and Assignment, Relation, &c. **Now, &c.** That if the said D. shall and do, for so long Time of the said Term of — in the said Indentures of Apprenticeship mentioned, as he shall be under the Age of 21 Years, and until he shall attain the said Age, well, truly and faithfully continue with and serve the said B. as his Apprentice, according to the true Meaning of the said recited Indenture of Apprenticeship: And likewise if the said D. shall and do within — after Attainment of his said Age of 21 Years, sign, seal and execute unto the said B. his Executors, &c. an Indenture, or other sufficient Writing, wherein and whereby to bind and oblige himself unto the said B. his Executors, &c. for and during the then Residue of the Term of — in the said recited Indentures mentioned, as aforesaid, and according to the true Meaning thereof, as by the said B. his Executors, &c. or his or their Counsel shall be advised and required; then, &c.

To make Satisfaction for what an Apprentice shall imbezil, &c.

Whereas D. Son of the above bound A. by his Indentures of Apprenticeship under his Hand and Seal, bearing Date, &c. hath bound himself Apprentice unto the above named B. for the Term of — Years, from the Date of the said Indentures of Apprenticeship, as thereby, Relation, &c. **Now the Condition, &c.** That if the said D. or any others by his Means, Privy or Procurement, (If the Bond is made after the Indentures, these Words may come in here) since the Day of the Date of the said recited Indentures hath wasted, consumed, imbezilled, mispent, purloined, made away, or unjustly detained, or shall at any Time during (the Remainder of) the said Term waste, &c. any of the Monies, Goods, Wares, Merchandizes, or other Things whatsoever, of or belonging to the said B. his Executors, Administrators or Assigns, or any other Person or Persons wherewith he or they shall or may be charged or chargeable: If then, and so often he the said A. his Executors and Administrators, shall and do, within — always next after Request made and Notice to him or them in that Behalf given, from Time to Time, make and give unto the said B. his Executors, Administrators or Assigns, full Satisfaction and Recompence in lawful, &c. of and for all such Monies, Goods, Wares, Merchandizes or other Things whatsoever, which upon any Accounts or otherwise at any Time shall truly appear, or be found, confessed or proved to be wasted, consumed, imbezilled, mispent, purloined, made away, or unjustly detained by the said D. or by any other Person or Persons, by his Means, Privy or Procurement.

That an Apprentice shall account, and that Satisfaction shall be made for what he imbezils.

— **Now, &c.** That if the said *D.* shall and do, from Time to Time, during the said Term of his Apprenticeship, so often as he shall be thereunto required by the said *B.* his Executors or Administrators, give a just and true Account of all such Sum and Sums of Money, Bills, Notes and other Things, which shall be received by, or be committed, or come to the Hands, Charge or Custody of the said *D.* **And** that if the said *D.* or any, &c. (*as above.*)

Or, (where the Bond is made after the Indentures)

AFTER the Words, Bills, Notes and other Things (*may be added*) which he at any Time before the Date hereof hath received not accounted for, and duly paid and discharged, and which at any Time hereafter, during the Remainder of his said Apprenticeship, shall be received, &c. (*as above.*)

To be added when the Apprentice's Friends are to find his Apparel.

— **And (also)** That if the said *A.* his Executors and Administrators, shall and do at all Times, during the said Term of Years, at his and their own proper Costs and Charges, find and provide unto and for the said *D.* all his Wearing Apparel, both Linen and Woollen, Washing, and all other Necessaries, and thereof and therefrom, and from all Actions, Suits, Charges and Damages by Reason thereof, do and shall at all Times hereafter save and keep harmless and indemnify the said *B.* his Executors, Administrators and Assigns, (* *and his and their Goods and Estate, according to the Agreement of the said Parties*) the said recited Indentures of Apprenticeship, or any Covenant or Agreement therein contained, or the Custom of the City of London, to the contrary notwithstanding; then, &c.

From a Father, that his Son, an Apprentice, who has eloped from his Master and imbezilled his Goods, shall faithfully serve the Residue of his Apprenticeship, and make good the lost Time, and all Goods imbezilled, &c.

Whereas *T. T. junior*, (Son of the above bound *T. T. senior*) by his Indenture of Apprenticeship dated, &c. *Hath* thereby bound himself to the above named *S. S.* as an Apprentice, well, truly and honestly him to serve from the Date thereof for the full Term of seven Years from thence next ensuing, as by, &c. **And whereas** the said *T. T. junior*, since his being such Apprentice, hath not only at several Times absconded himself from the Service of the said *S. S.* (at least for above the Time or Space of five Months without his Master's Consent) but hath also imbezilled and converted, or otherwise disposed of several of the Monies and Goods of the said *S. S.* to his own Use; the Truth of all which the said *T. T. junior*, doth hereby acknowledge, testified by his Signing hereof as a Witness: **And whereas** the said *T. T. junior*, is now absent from the Service of the said *S. S.* yet notwithstanding the several Breaches and Faults so by him the said *T. T. junior*, so made as aforesaid, upon Application now made by the said *T. T. senior*, and *T. T. junior*, and in Consideration and upon Condition that the said *T. T. junior*, now promises from henceforth to serve the Residue of his Time justly, and at the End thereof the said five Months lost Time, or else to make him other Satisfaction for the same, and also in Consideration that the said *T. T. senior*, hath voluntarily agreed to be hereby bound for his true Performance thereof, and also to pay for all Goods by him to be hereafter imbezilled, and to indemnify the said *S. S.* in such Manner as is herein after mentioned, he the said *S. S.* hath not only agreed to accept of such the said *T. T. junior*, his future Service, but also to release and forgive all his past Breaches of Covenant and other the Matters and Things afore mentioned: **Now therefore the Condition** of the above written Obligation is such, That if the said *T. T. jun.* from henceforth shall and do diligently and honestly serve the said *S. S.* during all the now Remainder of the said Term of seven Years, according to the true Intent and Meaning of his said Indenture of Apprenticeship; **And also** at the End thereof either serve the said *S. S.* the said five Months, such his lost Time

* Sometimes these Words are left out.

Time as aforesaid, or else make him some other Satisfaction for the same: **And also** if the said *T. T. senior*, his Heirs, Executors and Administrators, shall truly satisfy and pay unto the said *S. S.* his Executors or Administrators, the full Worth and Value of lawful *British* Money for all such Monies, Goods and Chattels of and belonging to the said *S. S.* his Executors or Assigns, which he the said *T. T. junior*, shall at any Time during the said Term now to come sink, imbezil, purloin, give, or otherwise convert or dispose of to his own or any other Person's Use from the said *S. S.* his Executors or Assigns, within one Month next after any Confession or other due Proof thereof made; **And also** if he the said *T. T. senior*, his Executors and Administrators, shall at all Times hereafter indemnify and save harmless the said *S. S.* his Executors and Administrators, of and from all Debts, Actions, Suits, Claims and Demands whatsoever, which he or they shall or may at any Time hereafter be obliged to pay, satisfy, suffer or sustain for or by Reason or on Account of his the said *T. T. junior*, being his Servant, or for or by Reason of any other Debts or Demands due and payable during his said Apprenticeship; **Then** the above written Obligation to be void; *But* if Default be made in any of the Cases above mentioned, then, &c.

From a Master, that, in Consideration of Money paid him, he shall take an Apprentice and teach him his Trade during three Years, and that the Apprentice may leave him at the Expiration of that Term.

Whereas the above named *A.* hath at or before Sealing and Delivery hereof paid unto the above bound *B.* the Sum of, &c. the Receipt, &c. In Consideration whereof the said *B.* hath agreed with the said *A.* to take his Son *C.* as his Apprentice for the Term of three Years, from, &c. and to teach him the Art of — which he now useth, and to provide him with all Necessaries during the said Term: **Now therefore the Condition, &c.** That if the said *B.* do and shall, during the said Term of three Years, teach and instruct the said *C.* the Son, or cause him, &c. in his said Art and Trade of — which he now useth, by the best Means he can; and shall likewise during the said Term find and provide unto and for the said *C.* the Son, good and sufficient Meat, Drink, Washing, Lodging, and other Necessaries, during the said Term, (Wearing Apparel excepted) and at the End and Expiration of the said three Years, fully permit and suffer the said *C.* the Apprentice, to depart from and leave his said Service, according to the true Meaning of the said Parties and of these Presents; then, &c.

From a Master, that an Apprentice may leave him at the End of the first four Years, and trade for himself, and to protect him and make him free.

Whereas *A.* Son of the above named *A. B.* by his Indentures of Apprenticeship, bearing the Date above written, hath bound himself Apprentice unto the above bound *C.* for the Term of seven Years from the Date thereof, as thereby, Relation, &c. **And whereas** it was agreed between the said *C.* and *A. B.* before and at Sealing of the said Indentures of Apprenticeship, that the said *A.* the Apprentice is to have the Liberty, and may freely depart from and leave the Service of the said *C.* at the End of the first four Years of the said Term of seven Years, and to use and employ the remaining — Years for his own Account and Benefit; and that he the said *C.* will protect him therein as his Servant, and notwithstanding make, or cause the said *A.* at the End of the said Term of seven Years, to be made a Freeman of the City of *L.* and Company of *C.* **Now the Condition, &c.** that if the said *C.* his, &c. shall and do accordingly at the End of the first four Years of the said Term of seven Years, permit and suffer the said *A.* to depart from and leave his and their Service, and to use and employ the remaining three Years of the said Term of seven Years, in the Art and Trade of a — or otherwise as he the said *A.* shall think fit, and upon his own Account and Benefit, without any Let or Hindrance by the said *C.* his, &c. and shall and do also, as Occasion shall require, own and protect the said *A.* the Apprentice, in such his Trading and Dealing for his Account, as the Servant of him the said *C.* his, &c. for and during all the remaining three Years of the said Term of seven Years, and likewise if the said *C.* his, &c. shall and do at the End and Expiration of his said Term of seven Years, make, or cause the said *A.* to be made a Freeman of the City of *L.* and Company of *C.* as if the said *A.* had served him the said full Term of seven Years; then, &c.

Between a Master and the Apprentice's Father about Day-Wages.

Whereas R. B. Son of the above named E. B. hath, by Indentures bearing Date herewith, put himself Apprentice unto the above bounden F. L. to serve thenceforth for the Term of seven Years; *Notwithstanding* which said Indentures, and the usual Covenants and Articles therein contained, *It was agreed* at and before the Execution thereof, and it was the Intent and Meaning of all the Parties thereunto, that the said F. should pay unto the said E. B. 8 d. a Day for every whole Day, and so in Proportion for half a Day the said R. his said Apprentice should work with and serve him the said F. at his Trade, for and during the first Year of the said Term; and in like Manner 9 d. a Day for every whole Day, and in Proportion for an half Day he the said R. shall work as aforesaid, during the next Year of the said Term; and in the same Manner 10 d. a Day for every whole Day (and proportionably as before) the said R. shall so work as aforesaid, during the next two Years of the said Term; **And** from and after the Expiration of the first four Years, if the said F. shall think fit, (if not to release him the said R. to work elsewhere) 12 d. a Day for every Day's Work, and proportionably for half a Day's Work done as aforesaid, and employ the said R. when he hath Work sufficient to employ himself and the said R. **The Condition** therefore of the above written Obligation is, that if the above bounden F. L. shall and do in all Things well and truly pay, perform and keep the Agreement aforesaid; then, &c.

From a Mother (on Assigning over her Son, an Apprentice, to another Master) that the Son shall serve the Master one Year over and above the Term in his Indentures, or in lieu thereof she shall pay the Master a certain Sum at the Master's Election, and that she shall find her Son Clothes and indemnify the Master from Charges of Sicknefs or Burial.

Whereas A. Son of the above bound B. is turned over to the above named C. to be his Apprentice for the Residue of the Term of seven Years of his Indentures of Apprenticeship yet to come and unexpired: **And whereas** it is agreed between the said B. and C. that the said A. shall serve and continue with the said C. for the further Term of one Year, after the Expiration of the said A.'s Indentures of Apprenticeship, or in lieu and Satisfaction for such his Service, is to pay to the said C. his, &c. the Sum of 20 l. which of them the said C. his, &c. shall think fit and choose: **Now the Condition**, &c. that if the said C. his, &c. shall at or before the Expiration of the said seven Years, choose and require the said A. to serve him for the said one Year longer, then if the said A. shall and do accordingly for the said one Year, from the Expiration of the said Indentures of Apprenticeship to be accounted, dwell and continue with, and faithfully and according to the best and utmost of his Power, Skill and Knowledge, serve and employ himself in Business of the said C. his, &c. but in case the said C. shall not so require the Service of the said A. for the said one Year, but shall choose to have the said 20 l. then if the said B. her, &c. do and shall, within — Months next after Notice or Demand made or given by the said C. unto her the said B. her, &c. of the said 20 l. well and truly pay or cause to be paid unto the said C. his, &c. the said Sum of 20 l. of, &c. for and in lieu and Satisfaction of and for such the Service of her said Son as aforesaid; and also if the said B. her, &c. shall and do at her and their own proper Costs and Charges, find, provide and allow to and for the said A. during the Remainder of the Term to come in the said Indentures of Apprenticeship, and for the said further Term of one Year from the Expiration thereof, if he shall continue with the said C. as aforesaid, all his wearing Apparel both Linen and Woollen; and likewise bear and pay all Charges of Sicknefs, and for the Burial of the said A. in case he shall happen to die within the Time of such his Service as aforesaid, and thereof and therefrom, and from all Actions, &c. by Reason thereof, shall and do acquit, &c. and save harmless and keep indemnified the said C. his, &c. and his and their Goods and Estate; the said Indentures of Apprenticeship, or any Law, Custom or Usage to the contrary, notwithstanding; then, &c.

For the Truth of a Servant.

Whereas the above named B. hath sustained great Losses, and been often defrauded, cheated and robbed by several of his Servants, as well of his Monies, (Goods and Merchandises in his Trade,) as of his Household Goods and Provisions for his House and Wearing Apparel; **To the End** therefore that the said B. may be the better secured from

Recital that the Master has sustained Losses by Servants.

from Losses and Damages by such Means and Practice as aforesaid, and that the same may be the better prevented or remedied; **The Condition, &c.** that if the above bound *A.* shall from Time to Time make and give full Satisfaction in lawful, &c. unto the said *B.* his Executors, Administrators and Assigns, as well of and for all such Monies, Goods, Merchandises, or other Things belonging to the said *B.* which shall at any Time or Times be, or confessed, proved or made appear to be wasted, consumed, mispent, purloined, imbezilled, stolen, wrongfully detained, given, delivered, conveyed or taken away, or suffered to be wasted, &c. by the said *A.* or by any other Person or Persons, by, with or through his Means, Knowledge, Privity or Consent; as also all such Charges, Expences and Damages which the said *B.* shall be at, or sustain for Rewards, Loss of Time, or otherwise, for Discovery or Proving any such Act or Thing, which shall or may happen to be done, committed or suffered to be done by the said — or by any others, by, with or through his Means, Privity or Consent as aforesaid, or for or about the Convicting him or them, or for obtaining a Verdict for Breach of Trust, or otherwise, for, about or concerning any such Act or Thing as aforesaid; then, &c.

That a Servant in a Publick House shall diligently serve, pay to his Master or Mistress the Monies by him received, and shall not elope, &c.

Whereas the above named *R. P.* (at the special Instance and Request of the above bound *Z. H.*) hath hired and taken the said *Z. H.* to serve him the said *R. P.* as his Hostler, at the — Inn in, &c. for the Term of — from the Date hereof: **Now the Condition, &c.** that if the said *Z. H.* shall and do, during all the said Term, honestly, carefully and diligently behave and imploy himself, and use his best Indeavour in the said Place of an Hostler, for the Service and Benefit of his Master and Mistress the said *R. P.* and *M.* his Wife; and also shall and do pay all Monies to be by him received on their Account, either to his said Master or Mistress, immediately after his Receipt thereof; **And also** if he the said *Z. H.* shall not at any Time, either by Day or Night during the said Term, elope or absent himself from such Service of his said Master or Mistress at the Place aforesaid, without their or one of their Leave and Consent first had and obtained, (unless it shall fully appear to be on their actual Business); then, &c.

For the Truth of a (Banker's) Servant, a Journeyman to a Tradesman, a Clerk to a Tradesman, &c. or a Merchant's Book-Keeper.

Whereas the above named *B.* at the Request of the above bound *A. C.* and *D.* hath taken and imployed, and doth intend to keep and imploy the said *A.* as his Servant, in the Trade and Business of a Goldsmith and Banker; (Or — doth intend to keep and imploy the said *A.* as his Journeyman, and otherwise in the Business of the said *B.* Or **Whereas** the above named *B.* and his Partners, at Request, &c. have taken and imployed and do intend to take and imploy the said *A.* to be their Clerk, Or — have taken and imployed, &c. — the said *A.* in the Capacity of a Book-Keeper and Accountant, and such other Business as the said *B.* shall think fit to imploy him about): **Now the Condition, &c.** that if the said *A.* shall and do from Time to Time make and give unto the said *B.* his Executors and Administrators, a just and true Account in Writing, and discharge himself of, for and from, and likewise pay and deliver unto the said *B.* his Executors and Administrators, all such Sum and Sums of Money, Bills, Notes, Goods and Things whatsoever, which he shall from Time to Time receive, discharge, or which shall come to his Hands, Charge or Custody of or belonging to the said *B.* his Executors or Administrators, or of any other Person or Persons, wherewith he or they shall or may be charged or chargeable; **If** then and so often the said *A. C.* and *D.* (or else say) **And also** if the said *A. C.* and *D.* or either or any of them, their, either or any of their Heirs, Executors or Administrators, shall and do make and give, or cause to be made and given unto the said *B.* his Executors, Administrators or Assigns, full Satisfaction and Recompence in lawful, &c. of and for all such Monies, Bills, Notes, Goods, Wares * Merchandises, or other Things whatsoever, of or belonging to the said *B.* his Executors or Administrators, or of any other Person or Persons, wherewith he or they shall or may be charged or chargeable; which at any Time or Times shall appear (or say, which upon making up any Account or Accounts, or otherwise, at any Time or Times shall appear) to have been received or discharged by, or come to the Hands, Charge or Custody of the said *A.* and which

* Note; The Words Wares and Merchandises are left out when not for Merchants.

which he shall not duly account for, pay, deliver and discharge himself from, to the said B. his Executors, Administrators or Assigns as aforesaid, or which shall be found, confessed or proved to be wasted, imbezilled, mispent, or otherwise made away, or unjustly detained by the said A. or by any other Person or Persons, by or through his Means, Privy or Procurement; then, &c.

From a Father and Son, to a Merchant for the Fidelity, &c. of the Son, being in the Capacity of a Clerk.

Whereas the above named C. hath entertained and took into his Service the above bound B. with him to serve in the Office or Place of a Clerk: **Now the Condition, &c.** that if the said B. shall and do during his Continuance in the said Service, honestly, carefully and diligently demean and imploy himself, and use his utmost Endeavours in the said Place of a Clerk, for the Benefit and Advantage of the said C. and shall and do at all Times, when by him thereto required, make and give unto him, his Executors, Administrators or Assigns, a true and just Account in Writing, at his now Dwelling-House, situate in — aforesaid, of all such Goods and Monies of him the said C. as hath or shall come to the Hands, Charge, Custody or Possession of the said B. and also do and shall at the Place aforesaid, as often as so required, content and pay in to the said C. his Executors, Administrators or Assigns, all and every such Sum and Sums of Money, as he the said B. now hath received, or shall at any Time hereafter receive, for or on Account of the said C. his Executors or Administrators of any Person or Persons whatsoever; **And further** that if he the said B. now hath, or at any Time hereafter, during his said Service, shall misapply, spend or imbezil any Sum or Sums of Money whatsoever, being the Property of or belonging to the said C. and the said B. shall not forthwith pay and make good the same to the said C. then if they the said A. and B. their Executors or Administrators, or some or one of them, shall and do, within the Space of one Month, next after any such Misapplication or Imbezilment shall fully be made appear of any such Sum or Sums of Money by the said B. well and truly pay the same unto the said C. his Executors, Administrators or Assigns; then, &c.

From a Father to a Son, to pay him 100l. for Agency or Factorage.

Whereas the above named J. M. (Son of the above bound A. M.) hath agreed to serve him the said A. M. in the Nature of his Agent or Factor, to transact, manage and look after all the Affairs and Business of him the said A. M. relating to his Business of a Timbe Merchant at R. aforesaid, and all other Places there near adjoining; and also to make proper Entries in a Book or Books to be prepared for that Purpose, a true and just Account of all Timber, and other Goods and Things relating to the said Business, which shall be by him the said J. M. bought in and received, and be by him sold and delivered out for Ready Monies, or upon Trust, or otherwise; and also to account for and pay to him the said A. M. all and every such Sums of Money as shall be by him the said J. M. received on Account of the said Business, after all Charges deducted, when and as often as so required by the said A. M. for that Purpose, for and during the Term of one Year certain, to commence from Michaelmas-Day now last past, and so in like Manner afterwards from Year to Year, for such further Term and Terms of Years, as they the said A. M. and J. M. during their Joint Lives, shall mutually agree and think fit; nevertheless determinable in such Manner as herein after is for that Purpose mentioned and expressed; in Consideration of which Service so to be done and performed by the said J. M. he the said A. M. hath agreed to pay and secure to be paid unto the said J. M. the yearly Sum of 100l. by quarterly payments, in such Manner as herein after also is mentioned: **Now the Condition, &c.** that if the said A. M. his Executors or Administrators, shall and do well and truly pay, or cause to be paid unto the said J. M. or his Assigns, (during the Time of such his Agency or Factorage in the said Business, and in the Manner as aforesaid), the said yearly Sum of 100l. of, &c. clear of all Taxes, Charges and Deductions whatsoever, on the four Feasts or Quarter-Days following, viz. on, &c. by four even and equal Portions; the first of which quarterly Payments to begin, &c. **Then** the said Obligation is to be void and of no Effect; **But** if Default shall be made in any or either of the said quarterly Payments, then the said Obligation shall be and remain in full Force and Virtue: **Provided** always, and it is hereby mutually agreed and declared, by and between them the said A. M. and J. M. that in case either of them the said A. M. and J. M. shall at any Time during their Joint Lives, give six Months Notice in Writing to the other of them, that such Agency or Factorage of him the said J. M. in the aforesaid Business, shall cease and determine at the End of such six Months Notice so given; or in case either of them the said A. M. and J. M. shall happen

Recital, viz.
As to the
Son's Agree-
ment for his
Service of
Agency.

As to the Fa-
ther's Agree-
ment to pay
100l. per
Ann. &c.
The Condi-
tion.

Proviso as to
Agency cea-
sing.

happen to die before the End of any such six Months so given; then, and in either of the said Cases, all future and further quarterly Payments of the said yearly Sum of 100*l.* (from the End of such Months Notice so given as aforesaid, or upon the Death of either of them the said *A. M.* and *J. M.* as aforesaid), shall from thenceforth absolutely cease, determine and be utterly void to all Intents and Purposes whatsoever; any Thing herein before contained to the contrary thereof in any wise notwithstanding.

From one bound on Behalf of a Factor abroad, that he shall be accountable for all Goods, &c. consigned to him, and make Remittances according to Instructions.

THE Condition, &c. that if *A.* and Partners, Merchants at, &c. his and their Executors, &c. shall and do render and give unto the above named *B.* his Executors, &c. just and true Accounts in Writing, of the Sale and Produce of all such — and other Goods and Merchandises which shall be delivered into the Hands of the said *A.* and Partners *C.* and *D.* also Merchants at, &c. or any or either of them at — as aforesaid, by *E.* Master of the Ship *F.* now on her Voyage to — or by any other Person or Persons, from on board the said Ship, on Account of the Owners thereof, and likewise all such Returns as shall be purchased with the Produce or Proceed by Sale of the said, &c. and shall and do likewise answer for and make good all such Debts and Sums of Money for which the said — or any of them, or any Part thereof shall be sold, or which shall accrue or be made any ways relating to, or by such Sale or purchasing of Returns, whether such Debts, or any of them may happen to prove bad or not; and shall and do also make Remittances of, and return all the Effects and Produce by Sale of the said — and close the Accounts concerning the same, according to the Orders or Instructions for that Purpose sent them by and under the Hands of the said *B.* and *G. H.* and *J.* Part-Owners of the said Ship *E.* bearing Date herewith, a true Copy whereof is hereunto annexed and made Part thereof; And likewise if the said *A.* and Partners, his and their Executors, &c. shall and do observe and perform all Matters and Things contained in the said Orders or Instructions on his and their Parts to be performed, and that faithfully and justly, according to the true Meaning thereof, and of these Presents; then, &c.

Another, that a Factor shall dispose of Goods consigned to him to the best Advantage, and return Effects according to Order.

WHEREAS the above named *B.* at the Request of the above bound *A.* hath employed *C.* Merchant, now residing at *A.* as his Factor, and hath consigned Goods and Merchandises to him, to be by him sold and disposed of for the Account of the said *B.* and the Effects returned, as he shall from Time to Time order: **N**OW the Condition, &c. that if the said *C.* shall and do use his best Endeavours in the Sale and Disposal of all such Goods and Merchandises, which the said *B.* hath consigned, and shall send and consign to him the said *C.* by any Ships or Vessels departed or bound out, and to depart for *A.* this present Season or Summer, according to the Orders of the said *B.* for the most Profit and Advantage that he can, and return and consign back the Produce thereof, according to the Orders of the said *B.* And also if the said *C.* shall and do, upon Request of the said *B.* his, &c. make and give unto him and them just and true Accounts in Writing, of all such Goods and Merchandises so sent and consigned, or which shall be so sent and consigned to the said *C.* by the said *B.* by any such Ships or Vessels in this present Season or Summer as aforesaid, and of the Sale, Disposal, Effects and Produce thereof; then, &c.

From an Agent or Manager of the Works of a Colliery (to the Committee) to perform Orders (of a Writing signed by the Committee) to give an Account of all Monies received and paid, and pay the Ballance and deliver up all Books, Writings, &c. which shall have come to his Hands, to the said Committee.

WHEREAS *A.* of, &c. *B. C. D. E. F.* and *G.* of, &c. the present Committee for the *Plessy* and *Blythe* Undertaking, have at the Request of the above bound *H.* agreed with and admitted him the said *H.* to be Agent or Manager of the Works or Colliery of and belonging to the said Undertaking: **N**OW the Condition, &c. that if the said *H.* shall and do so long as he shall be and continue in the Management of the Works and Business of the said Undertaking, from Time to Time, observe and perform the Orders and Directions in Writing, signed by and under the Hands of the said Persons being of the present Committee, or of any other or succeeding Committee for the said Undertaking, or any three of them; And

And also if the said *H.* his Executors and Administrators, shall and do from Time to Time, upon Request, or within — make, render and give unto the said present Committee, and any succeeding Committee for the said Undertaking, just and true Accounts in Writing, of and concerning all Monies which he shall from Time to Time receive and pay, for and upon Account of the said Undertaking, and of all other Matters and Things relating thereunto, or about or concerning the Management thereof, and of the Affairs thereof; And also if the said *H.* his Executors and Administrators, shall and do upon Request in that Behalf in Writing, by and from the present Committee, or any succeeding Committee for the said Undertaking, or any three of them, truly pay, or cause to be paid unto the said Committee, or any such succeeding Committee, all such Sum and Sums of Money, as upon the Foot or Ballance of all or any such Account or Accounts, shall appear to be due, owing or belonging to the said Proprietors of the said Undertaking, by or from the said *H.* his Executors or Administrators, or for which he or they shall or ought to be charged or chargeable, and shall then also deliver up unto the said Committee, or any such succeeding Committee, or the above named — in Trust for the Proprietors of and in the said Undertaking, all Books of Accounts, and other Accounts, Papers and Writings whatsoever, relating or belonging unto the said Undertaking, which shall be then in his or their Hands or Custody; then, &c.

To go abroad and enter into Service there, or to repay what is advanced on that Account.

Whereas the above bound *A.* &c. (reciting the Agreement) and upon his Arrival there, to appear in his Majesty's Admiralty; and if he shall be approved of there, then to serve on board such Ship or Ships belonging to his said Majesty in the Office or Post of a Captain, and at and for such Salary or Allowance as therein mentioned; and in Consideration of the said Service, the said *B.* hath, on the Date hereof, paid to the said *A.* the Sum of 10*l.* for Entrance Money; and the said *B.* hath thereby agreed to pay to the said *A.* the Sum of 10*l.* Sterling per Month for his Subsistence, from the Date of the said Articles, until his Arrival and Entrance into the said Service at *Petersburg*; and the said *A.* hath thereby covenanted with the said *B.* that if by his Majesty's Order or Authority, he shall not be permitted to go into the said Service, or shall refuse or neglect, or by Sickness or other Casualty (Death excepted) shall not be able, upon Notice from the said *B.* to go on board such Ship, as the said *B.* shall order for his Passage as aforesaid, he the said *A.* will repay all such Monies which shall be so paid for his Subsistence, with all incident Charges relating to the Premises, as by the said recited Articles, Relation being thereunto had, may appear: **Now the Condition, &c.** that if by his Majesty's Order or Authority, the said *A.* shall not be permitted to go into the said Service; or if the said *A.* shall refuse or neglect, or by Sickness or other Casualty (Death excepted) the said *A.* shall not be able, upon Notice from the said *B.* to go on board such Ship or Vessel as the said *B.* shall provide and order for his Passage to *Petersburg*, as in the said Articles is mentioned; then and in either of the said Cases, if the said *A.* or the above bound *C.* and *D.* or either or any of them, their, either or any of their Heirs, Executors or Administrators, shall and do well and truly return and repay, or cause to be paid unto the said *B.* or his Order, as well the said Sum of 10*l.* so paid to the said *A.* for Entrance Money as aforesaid; as also all such Sum and Sums of Money which shall be paid to or for the said *A.* by or from the said *B.* for his the said *A.*'s Subsistence, as in the said Articles is mentioned, together with all such incident Charges and Expences, which the said *B.* shall be at in and about the Premises; then, &c.

To serve as a Mariner, and allow a Month's pay advanced out of his Wages.

Whereas the above named *B.* is Master or Commander of the good Ship or Vessel called the *S.* of the Burthen of — Tons, or thereabouts; which said Ship and Master is now bound out on a Voyage from *L.* to *F.* and from thence to *G.* and from thence back again to *L.* or some other Port in *G. B.* And whereas the above bound *A.* hath entered himself as a Mariner on board the said Ship, to serve therein during the said whole Voyages, at the Wages or Salary of — *l.* per Month: And whereas the said *B.* hath advanced and lent before Hand unto the said *A.* the Sum of — *l.* of lawful, &c. to provide and furnish himself with Necessaries for the said Voyage: **Now the Condition, &c.** that if the said *A.* do and shall, well, truly and faithfully serve as a Mariner in the said Ship during the said whole Voyage, (if he shall so long live) and during all that Time, do and shall execute and perform (to the best of his Power) all the lawful Business and Commands of the said *B.* and do not, or shall not desert or leave the said Ship or Service, until the said Voyage shall be fully ended; And if the said *A.*

his Executors, &c. do and shall well and truly pay, or allow out of such Wages as shall be justly due to him, or otherwise, unto the said B. his Executors, &c. the said Sum of — l. so lent as aforesaid, at the Time of the first Payment of Wages to the Mariners of the said Ship; then, &c.

From a Surgeon of a Ship, and of his Surety to return a Month's pay advanced, if the Surgeon does not proceed on the Voyage.

Whereas the above bound A. hath agreed with the above named B. to serve and go in and with the good Ship or Vessel, called, &c. whereof C. is Commander, as Surgeon on board the said Ship, for and during her present intended Voyage to J. and back again to L. and thereupon the said B. hath, at the Request of the above bound A. and D. paid and advanced to the said A. the Sum of — l. being one Month's Pay for his said intended Service during the said Voyage: **Now the Condition, &c.** that if the said A. shall be on board, and sail and depart with the said Ship from — on her said intended Voyage; or otherwise, in Default thereof, if the said A. and D. or either of them, their or either of their Heirs, &c. shall truly repay, or cause to be paid unto the said B. his Executors, &c. the said Sum of — l. so by him paid and advanced as aforesaid; and in case the said A. shall go the said Voyage, then if he does allow and discount the said — l. out of his Wages or Way, which shall become due for his Service on board the said Ship as Surgeon aforesaid; then, &c.

That the Obligor shall go abroad, and enter into the Service of the Obligee, &c. pursuant to an Agreement, and permit the Obligee, &c. to deduct Money advanced out of his Salary.

Whereas the above bound A. by Articles of Agreement, &c. (Recite the Agreement) as thereby, Relation, &c. **And whereas** the said B. at the Request of the said A. hath at or before Sealing hereof paid and lent unto the said A. the Sum of — l. of lawful, &c. the Receipt whereof the said A. doth hereby acknowledge: (Or thus: **And whereas** in Consideration of the said Service so to be performed by the said A. according to the true Meaning of the said recited Articles, the said A. hath at or before the Sealing hereof paid unto the said A. the said Sum of — of, &c. in the said recited Articles mentioned): **Now the Condition, &c.** That if the said A. shall and do accordingly, upon the first Notice or Request of the said B. his Executors or Administrators in that Behalf, after the Date hereof, go on Board, and sail, and proceed in and with such Ship or Vessel as the said B. shall provide and order for his Passage to A. aforesaid, (the Dangers of the Seas and Enemies excepted) and upon his Arrival there do and shall enter into the Service of the said B. or such other Person or Persons in Russia (or either at A. aforesaid, or any other Place or Places elsewhere in the Dominions of the — of R.) as the said B. or his Agents or Correspondents there shall order and direct, according to the true Intent and Meaning of the said recited Articles of Agreement: **And also** if the said A. his, &c. shall truly repay or cause to be paid unto the said B. his, &c. the said Sum of — l. by him lent, as aforesaid; and for that Purpose shall deduct and allow, or permit and suffer the said B. his Executors or Assigns, to take, receive, stop and deduct the same out of the first (half Year's) Wages or Salary which shall grow and become due and payable by and from the said B. his, &c. unto the said A. for or on Account of his Service aforesaid, by Virtue of the said recited Articles. (Or thus: **Or** otherwise if the said A. and the above bound D. their Heirs, Executors, &c. or any of them, do truly repay, or cause, &c. within — Days after Demand thereof, from the said A. and D. their Executors, &c. or either or any of them); then, &c.

Another, where the Obligee shall repay the Money advanced if he does not go abroad and serve, &c.

Whereas, &c. (Recital of the Agreement): **And whereas** the said B. at the Request of the said A. hath at or before Sealing hereof advanced and paid unto the said A. the Sum of — l. in Part of the Monies which will become due for his Service, by Virtue of the said Articles, the Receipt, &c. **Now the Condition, &c.** (as in the last Precedent to) and upon his Arrival there shall enter into, &c. according to the true Meaning, &c. (unless he the said A. by the Order and Authority of his Majesty the King of Great Britain, shall be forbid, or not permitted, or by Sickness or any other Casualty (Death excepted) shall not be

be able to go into the said Service); and if the said *A.* shall deduct and allow, or permit and suffer the said *B.* his Executors, &c. to stop, retain, deduct and keep the said Sum of — by him advanced and paid as aforesaid, out of the first Wages or Salary which shall become and grow due and payable to the said *A.* by Virtue of the said Articles, (if he shall not be hindered from going into the said Service as aforesaid) or otherwise; and in Case he shall be so hindered from going into and performing the said Service, then if the said *A.* or the above bound *D.* or either of them, their or either of their Executors or Administrators, shall and do well and truly return and pay back, or cause to be paid unto the said *B.* his Executors, &c. the said Sum — *l.* by him advanced and paid as aforesaid; then, &c.

From an Agent for raising Soldiers for the East-India Company to the said Company, that he will account for the Money advanced to him for such Use.

(See Title Obligation, before.)

Whereas the above bound *A.* hath agreed to raise and provide for the above named *English* Company trading to the *East-Indies*, several Men, to serve them the Space of — Years as Soldiers at their Forts and Factories in the *East-Indies*: **And** whereas the said Company, in Consideration thereof, have agreed to allow and pay to the said *A.* the Sum of 40 s. for every Man the said *A.* shall put on Board such Ship, as the said Company shall appoint for their Transportation to the *East-Indies*: **Now the Condition, &c.** That if the above bound *A.* do and shall from Time to Time well and truly account for, and pay and satisfy unto the said Company all and every such Sum and Sums of Money, not exceeding the Sum of 100 *l.* in the Whole, which the said Company shall pay to the said *A.* by way of Advance, for providing Soldiers as aforesaid, (that is say) if the said *A.* do within the Space of one Month from the Date hereof, deliver on Board the said Company's Ships so many Men, at the Rate of 40 s. a-piece, as will amount to such Sum or Sums of Money as the said Company shall have advanced and paid to the said *A.* as aforesaid; or otherwise if the said *A.* and *B.* or either of them, their or either of their Heirs, &c. do and shall well and truly pay, or cause to be paid to the said Company, or their Order, all or so much of such Sum or Sums of Money which shall be so advanced, and shall remain in the Hands of him the said *A.* and not accounted for by Delivery of Men, at 40 s. a-piece, as aforesaid; then, &c.

For the Fidelity of a Deputy of the Receiver General of a County.

Whereas the above named *D.* being Receiver General of all such Sum and Sums of Money as are or shall be payable to his Majesty, by or from the County of — as well by Virtue of a certain Act of Parliament, intituled, *An Act for granting an Aid to his Majesty by a Land Tax, and to be raised in the Year — as also by Virtue of an Act of Parliament for granting several Rates or Duties upon Houses*: **And** whereas the said *D.* at the Instance and Desire of the above bound *A.* hath deputed and appointed him the said *A.* to be one of his Deputy Receivers, or Tellers, under him the said *D.* for him and on his Behalf to receive such Sum and Sums of Money as shall arise or be payable to his said Majesty by or from the said County of — by Virtue of the said recited Acts of Parliament, or either of them: **Now the Condition, &c.** That if the said *A.* do and shall well and truly (upon the reasonable Request of the said *D.*) account with him the said *D.* for all such Monies as he the said *A.* shall or may receive from Time to Time, by Virtue of such Deputation or Appointment from him the said *D.* and do and shall from Time to Time, and at all Times during his Employment under the said *D.* well and truly pay or cause to be paid into the Receipt of his Majesty's Exchequer, or to such other Person or Persons, and in such Manner, as the said *D.* shall direct and appoint, all and every such Sum and Sums of Money as he the said *A.* shall or may receive, without any Manner of Deduction or Abatement whatsoever; saving all accidental Losses which may happen by casual Fire, or Losses by Robbery, in the Conveyance of the said Money from Place to Place, into his said Majesty's Receipt of Exchequer; then, &c.

From an Under-Sheriff to the High-Sheriff.

The Condition of this Obligation, &c. That **Whereas** our Sovereign Lord *G.* the the Second, by the Grace of God, &c. by his Letters Patent bearing Date, &c. Did appoint, nominate and make the above named *A. B.* High-Sheriff of the Counties of *C.* and *H.* Which said *A. B.* afterwards by his Indenture bearing Date, &c. Did depute, assign, constitute

stitute and ordain the above bound *C. D.* his Under-Sheriff of the said Counties of *C.* and *H.* as in and by the said Indenture more fully and at large it doth and may appear: **If therefore** the said *C. D.* the above bound *E. F.* and *H. J.* their Heirs, Executors, and Administrators and every of them, do at all Time and Times hereafter save and keep harmless and indemnified as well the said *A. B.* his Heirs, Executors, Administrators and Assigns, and every of them, as also the Lands, Tenements, Hereditaments, Goods and Chattels of the said *A. B.* of, for, touching and concerning the Returns and Executions of all such Process, Writs and Warrants, of what Nature soever they be, as are or shall be directed to the Sheriff of the said Counties of *C.* and *H.* and shall be brought and delivered, or offered to be delivered to the said *C. D.* during the Time that the said *A. B.* shall be Sheriff of the said Counties, and of and from all Issues, Fines and Amerciaments which shall happen to be imposed or taxed upon the said *A. B.* for and concerning the not Executing, wrongful Executing or Detaining in his Hands any Writs, Process or Warrants, and of, for and concerning all Escapes of all and every Person or Persons that shall be arrested or apprehended by Virtue of any such Process, Writ or Warrant, during the Time that the said *A. B.* shall continue Sheriff of the said Counties of *C.* and *H.* and also if the said *C. D. E. F.* and *H. J.* their Heirs, Executors and Administrators, and every of them, shall save harmless and indemnified the said *A. B.* and his Heirs and Assigns, and his and their Lands, Goods and Chattels, of, for or concerning all such Account and Accounts as the said *A. B.* is or shall be charged withal as Sheriff of the said Counties of *C.* and *H.* to our Sovereign Lord the King, his Heirs or Successors, in any of his Majesty's Courts, and of all Sums of Money which shall be levied or received by the said *C. D.* as Under-Sheriff of the said *A. B.* or any Bailiff or other Person, by the Direction or Assent of the said *C. D.* to the Use of our Sovereign Lord the King, his Heirs or Successors; that then, &c. (a)

For the Executing of a Gaolership.

THE Condition, &c. That if the above bounden *A. B.* Gaoler to the said Sheriff of the County of *Y.* do from Time to Time receive and take into his Ward and Custody within the Gaol at the Castle of *Y.* in the County of *Y.* aforesaid, all such Person and Persons, Prisoner and Prisoners, which shall be committed or sent to the said Gaol, or any committed to the Ward and Custody of the said Gaoler by the said Sheriff or his Deputy, or by any Justice or Justices of the Peace, or by any other having lawful Authority to commit Persons or Prisoners to the said Gaol; and the said Persons and Prisoners so committed as aforesaid, do well and truly, duly and sufficiently, by his own proper Person, or by his sufficient Deputy or Deputies so keep, that the said Sheriff, his Heirs and Executors, and all the Lands, Tenements, Goods and Chattels of the said Sheriff, be saved harmless from all Losses, Penalties, Amerciaments and Damages whatsoever, as well against our Lord the King, as also against all other Person and Persons of, for and concerning the Custody and Keeping of the said Gaol and Prisoners within the said Castle of *Y.* and likewise do discharge, save and keep harmless the said Sheriff, his Heirs and Executors, and also all his Lands, Tenements, Goods and Chattels, from Time to Time, and at all Times hereafter, of and from all and every Escape and Escapes, as well of convict Persons, Reprieves and Felons, as of all other Persons now committed for any Contempts, Condemnations, Trespasses or Misdemeanors, which may happen or chance hereafter to be committed to the said Gaol, for any the Causes aforesaid, during the Time the said *C. D.* shall be Sheriff of the County of *Y.* and likewise the said *A. B.* or any other by his Consent, Privy or Appointment, in any wise let to Bail or Mainprize any Prisoner or Prisoners to him committed as aforesaid, not bailable by the Law of the Nation, without the special Commandment or Appointment of the said Sheriff; and if the said *A. B.* or his sufficient Deputy, be ready to give his Attendance upon the said Sheriff and his Deputy at all Times necessary and convenient, and all and every lawful Thing and Things that he shall be required to do by the said Sheriff or his Deputy touching or concerning the, &c. Affairs and Business wherewith the said Sheriff is or shall be charged or employed in or about the Keeping of the said Gaol or Prison; that then, &c. (b)

(a) See Deputations.

(b) See Deputations.

To the Sheriffs of London on a Person being made Serjeant at Mace.

Whereas the (c) within bounden R. T. is retained by the within named Sheriffs of London in the Office of a Serjeant of Mace, from the Day of the Date within written inclusive until the Feast of St. Michael the Archangel, which shall be in the Year of our Lord God 17 — exclusive: **Now the Condition** of the Obligation within written is such, That if the said R. T. and his Yeoman shall not permit any Person or Persons by him or them taken in Execution by the Time aforesaid, by Virtue of any Warrant to any of the Serjeants at Mace of the said Sheriffs, by the said Sheriffs directed to go at Liberty out of their Custody, but the said Persons, and every of them, shall safely and securely keep, until the Plaintiff named in such Execution shall seal and deliver a good and sufficient Release of such an Execution to the Use of the said Sheriffs, or that the same Person or Persons shall otherwise be discharged by due Course of Law, as the Secondary shall direct, or shall commit the said Person or Persons to Prison within the said City of London, under the Custody of the said Sheriffs; **And** shall in no wise deliver or pay any Sum or Sums of Money by him the said R. T. levied or seised, either to the Plaintiff named in such Execution, or to any other Person or Persons whatsoever, until such Plaintiff shall seal and deliver a good and sufficient Release of such Execution to the Use of the said Sheriffs, or some other Discharge, as the Secondary shall direct or approve of; **And** shall, upon all such Seizure and Seizures by him to be made of any Goods by Virtue of any Execution, take care that able and substantial Men be made use of for Appraisers, and such as are skillful in the Commodities seised, and that of such Goods so seised he shall forthwith bring an Inventory into the Office; **And also** that the said R. T. after an Arrest made by him by Virtue of any Warrant upon any mean Process, shall at or before the Return thereof bring the Person or Persons arrested by him to the said Office at the Compter to bail, whence such Warrant is granted, or for want thereof commit him to the proper Prison appointed for that Purpose, or cause such Writ, in Case of an Agreement betwixt the Parties Plaintiff and Defendant in such Writ named, to be withdrawn, or otherwise sufficiently discharged, by Allowance of the Secondary; **And also** in Case any Writ or Writs shall be brought to the said Office, either to the said Secondary or his Clerk, against the said R. T. at the Suit of any Person or Persons whatsoever, that the said R. T. upon Notice thereof, shall either give Appearance or Bail to such Writs as the Nature of them shall require; **And likewise** that if the said R. T. and his Yeoman shall well and faithfully serve the said Sheriffs, and either of them, in their respective Places during the Time aforesaid, and shall save harmless and indemnified the said Sheriffs, and either of them, their Heirs, Executors, Administrators, and every of them, as well against our Sovereign Lord the King, his Heirs and Successors, as against any other Person or Persons whatsoever, for or by Reason of any Execution or Executions, Escapes, or any other Matter or Thing whatsoever, which during the Time aforesaid shall be done and executed by the said R. T. or any his Deputies or Assigns, by Reason or Colour of his said Office, which he or they by Virtue of his said Office ought to have done; and shall also during the said Time well and sufficiently observe and fulfil all and every the Commands of the said Sheriffs, their Under-Sheriffs or Secondaries, and those deputed by the said Sheriffs to execute their Office of Sherivalty; then the within written Obligation to be void, otherwise to be and remain in full Force and Virtue.

A Bond given on being chosen Treasurer of the New River Company.

T. D. (the Treasurer) J. B. E. S. and J. G. (Sureties) to the Governor and Company of, &c.

Whereas at a Court held by the Governor and Company of the New River, brought from Chadwell and Amwell to London, on Tuesday the sixth Day of November last, the above bounden T. D. was elected and sworn Treasurer of the said Company for the Year then next ensuing: **Now the Condition** of the Obligation above written is such, That if the said T. D. do and shall, whilst he continues Treasurer of the said Company, from Time to Time, according to the Direction and true Intent of the Charter whereby the said Governor and Company are incorporated, when he shall be required thereunto by the said Governor and Company, make a true and perfect Account of all Monies by him received and paid as Trea-

(c) It was the antient Custom to write the Obligation on one Side, and the Condition by Indorsement on the other Side, which Custom in some Cases is now observed; and the Word *within* is here and in other Places used instead of *above*.

furor of the said Company, and also do and shall make true Payment and Distribution of the clear Gain and Profits (after necessary Charges and Expences, and the Officers Fees and Allowances are first deducted) of all the Rents and Profits arising and coming out of and by the *New River Work*, and the Things thereto belonging, which shall be by him received whilst he continues Treasurer of the said Company, to the several Parties interested in the said *New River Work*, according to their several Parts, Shares, Proportions and Interests, and according to the true Meaning of the said Charter; and do and shall well and honestly behave himself in all other Things relating to the said Place of Treasurer so long as he continues in the same, according to the true Intent and Meaning of the said Charter; then the Obligation above written to be void, or else, &c.

Condition that a Churchwarden shall account.

THE Condition of this Obligation is such, That whereas the above named *A. B.* Rector, with the other Parishioners of the Parish of — have, before the Date of the above written Obligation, elected and chosen the above bound *C. D.* to be Churchwarden of the said Parish for the Year now next ensuing, to receive and pay all such Sum and Sums of Money, and do and perform all other Things as shall any ways concern the said Church of — or belonging to the Office of a Churchwarden there: **If therefore** the said *C. D.* do and shall, at all Times during his Continuance in the said Office of Churchwarden, keep a just, true and perfect Account in Writing, of the Receipts and Payments of all Sums of Money, Plate, Goods, and other Things whatsoever, as shall come to his Hands, Charge or Custody, in Right of the said Church or Parish, or of the Poor of the said Parish; and also if the said *C. D.* his, &c. do and shall at the End of the said Year now next ensuing, (or at the Expiration of his Office) make and deliver to the said *A. B.* and others the Parishioners of the said Parish of — or such Persons as they shall appoint, (or such of them as shall be in that Behalf appointed by the Order of the Vestry for the said Parish) a true, just and perfect Account of the Receipts and Payments of all such Sums of Money, Plate, Goods, and other Things, as shall come to his Hands as aforesaid; and upon such Account made and delivered up, do well and truly pay and deliver unto such Person or Persons as shall be appointed in that Behalf as aforesaid, all such Sum and Sums of Money, Plate, Goods, and other Things whatsoever, as then shall remain in his Hands on the Balance of the said Account, and be in his Charge and Custody in the Right of the said Church, Parish or Poor, at the Time of such Account made; then, &c. or else, &c.

A Condition that a Rent-Gatherer shall render a just Account.

WHEREAS the above named *R. H.* Esq; has retained and employed the above bound *R. R.* to be Receiver of the Rents, Issues and Profits of all and singular his the said *R. H.*'s Messuages, Lands and Tenements, situate, lying and being in — **Now the Condition** of this Obligation is such, That if the above bounden *R. R.* his Heirs, Executors or Administrators, shall and do from Time to Time, and at all Times hereafter, as often as he or she shall be thereunto requested by the said *R. H.* his Heirs, Executors, Administrators or Assigns, well and truly pay or cause to be paid unto the said *R. H.* his Heirs, Executors, Administrators or Assigns, all such Sum and Sums of Money, as he the said *R. R.* shall have had or received of the said Rents, Issues and Profits, and to render to the said *R. H.* and his Heirs, Executors, Administrators or Assigns, a true, just and perfect Account of all and every Sum and Sums of Money that shall be by him had, received, paid, laid out or disbursed of, from, for or on Account of the said Lands and Tenements, or the Rents, Issues and Profits thereof, or of, for or on Account of the said *R. H.* his Heirs, Executors, Administrators or Assigns; and also well, justly, truly and honestly, in every Respect behave himself in the said Office or Employment of Receiver of the aforesaid Rents, Issues and Profits; then this Obligation to be void, or else to be and remain in full Force and Virtue.

XV. Concerning Proceedings in Court.

Condition of a (a) Bail-Bond in B. R.

Vide ante for the Obligation.

THE Condition of this Obligation is such, That if the above bounden *A. B.* do appear before our Sovereign Lord the King at *Westminster*, on — next after — (*as in the Writ or Warrant*) to answer to *E. F.* of a Plea of Trespass; and also to a Bill of the said *E.* against the said *A.* to be exhibited according to the Custom of the Court of the said Lord the King, before the King himself, for — *l.* (*or as the Case is*); then this Obligation to be void and of no Effect, otherwise to remain in full Force and Virtue.

The like in C. B.

— Do appear before the Justices of our Sovereign Lord the King at *Westminster* on the *octave of St. Hilary*, to answer *E. F.* of a Plea of Trespass, and also to answer the said *E.* according to the Custom of the Court of the said Lord the King of Common Bench, of a Plea of Debt upon Demand for — *l.* (*as in the Writ*); then, &c.

For the forthcoming of a Person in 15 Days after his Discharge out of the Poultry-Compter, or to pay Part of the Debts within the Time.

Whereas *E.* of, &c. is now in Custody at the *Poultry-Compter, London*, upon and by Virtue of three several Actions against him, at the several Suits of the above named *B. C.* and *D.* And whereas the said *B. C.* and *D.* have, at the Request of the above bound *A.* agreed to withdraw their Actions, and discharge the said *E.* out of Custody for some Time, not exceeding 15 Days next ensuing the Date above written, and the said *A.* hath undertaken and agreed, either to deliver the Body of the said *E.* into the Custody at one of the *Compters* for the City of *London*, for the said Debts to them the said *B. C.* and *D.* owing as aforesaid, or otherwise to pay unto one of them the said *B. C.* and *D.* the Sum of 15*l.* for the Use of himself and the other two, in equal third Parts; or unto each of them the said *B. C.* and *D.* the Sum of 5*l.* a-piece of lawful, &c. in Part of the respective Debts to them due and owing by and from the said *E.* Now therefore the Condition, &c. that if the said *A.* his Executors, &c. shall and do, upon Demand made by them the said *B. C.* and *D.* or either of them, within 15 Days next ensuing the Date above written, deliver or cause the Body of the said *E.* living or dead, to be delivered unto them the said *B. C.* and *D.* their Executors, &c. or some or one of them; or otherwise if the said *E.* his Executors, &c. shall and do within the said 15 Days pay or cause to be paid unto either of them the said *B. C.* and *D.* the Sum of 15*l.* of, &c. for the Use of himself and the other two, in equal three Parts, or unto each of them the said *B. C.* and *D.* respectively, or their respective Executors, &c. the Sum of 5*l.* a-piece of, &c. in Part of the respective Debts to them due and owing by and from the said *E.* then, and in either of the said Cases, this Obligation to be void, or, &c.

To justify Actions, &c. commenced, &c. by Letter of Attorney.

THE Condition, &c. that **Whereas**, &c. (*Recital of a Letter of Attorney to receive Money from J. V. on Bond*); **If therefore** the said *R. C.* his Executors and Administrators, and every of them, do at all Times hereafter avow, justify and maintain all and every such lawful Action and Actions, Plaints, Procefs, Suits, Judgments and Executions, as the said *J. F.* his, &c. shall commence and pursue in the Name of the said *R. C.* his, &c. against the said *J. V.* his, &c. upon or by Reason of the before-mentioned Obligation; then, &c.

(a) See Title Assignments for the Assignment of a Bail-Bond.

A Condition to pay proportionable Shares of the Charges of a Suit concerning a Common.

THE Condition of this Obligation is such, That **whereas** there is within the Parish of *W.* in the County aforesaid, a certain Parcel of Pasture-Ground, containing by Estimation sixty Acres, called *Eastside Common*: And whereas every of the above bound *T. C. J. H. P. W.* and *W. F.* respectively, are seised of several Lands and Tenements in the said Parish of *W.* to which Lands and Tenements respectively, there doth belong Common of Pasture for Sheep upon the said *Eastside Common*, at certain Times in the Year: And whereas *J. C.* of *W.* aforesaid, Gent. doth claim Common of Pasture for Sheep in the said *Eastside Common* at such Times as he ought not to have such Common of Pasture there: And thereupon the said *T. C. J. H. and P. W.* and one *R. T.* of *W.* aforesaid, and Under-Tenant of the said *W. F.* or some of them, did lately distrain and impound the Sheep of the said *J. C.* depasturing in the said *Eastside Common*, whereupon the said *J. C.* hath brought against them several Actions of Replevin: And the said *T. C. J. H. P. W.* and *R. T.* have jointly and severally retained the above named *N. C.* to defend for them the said Actions of Replevin, and to prosecute and defend other Actions concerning the said Common. If therefore every of them the said *T. C. J. H. P. W.* and *R. T.* respectively, by Parts and Portions, ratable and proportionable to the respective Quantities of Land by every of them respectively occupied or possessed, and whereunto Common of Pasture for Sheep on the said *Eastside Common* doth appertain, do and shall from Time to Time, upon every Request made, well and truly pay, or cause to be paid unto the said *N. C.* all such Sum and Sums of Money as the said *N. C.* shall expend, lay out, or reasonably deserve to have, for or in the prosecuting or defending the several Actions of Replevin before-mentioned, or any other Action or Actions, for or in the Names of the said *T. C. J. H. P. W.* and *R. T.* or any of them, for, about, or concerning the said Common, called *Eastside Common*: And also if every of them the said *T. C. J. H. P. W.* and *R. T.* respectively, by such Parts and Portions as aforesaid, upon every Request made, do or shall pay and bear mutually to and amongst each other, all such Costs, Charges and Damages as they or any of them shall expend, pay or suffer for or by Occasion of the Actions of Replevin before-mentioned, or any other Actions or Suits brought or to be brought by, for or against them or any of them, touching or concerning the said *Eastside Common*: And also if any of them the said *T. C. J. H. P. W.* and *R. T.* shall not at any Time acquit, release or discharge the several Actions of Replevin before-mentioned, or any Judgment, Execution, Costs or Damages to be thereupon had or obtained, or any other Action, Suit, Judgment, Execution, Costs or Damages touching or concerning the said *Eastside Common*, by, for or in the Names of any of them to be prosecuted, had or obtained without the Licence or Consent of three of them the said *T. C. J. H. P. W.* and *R. T.* thereunto first had and obtained in Writing; then this Obligation, &c.

Note; *The Bond was made to the Attorney of the Obligors, a Trustee indifferent between them.*

XVI. Concerning Letters of Attorney.

From a Person impowered by Letter of Attorney to receive Debts to the Person that impowered him, that he will not compound or abate any of the Debts owing by two Persons excepted against in the Letter of Attorney.

Whereas the above named *B.* by Writing or Letter of Attorney under his Hand and Seal, bearing Date, &c. hath made, &c. the above bound *A.* to be his true, &c. Attorney, &c. to demand, &c. such Debts, &c. payable to the said *B.* from all, &c. by Bond, &c. and if need be, to compound, &c. (other than and except for the Debts owing to the said *B.* by *D.* now or late of, &c. and *F.* now or late of, &c. of which said Debts owing by the said *D.* and *F.* or either of them, the said *B.* hath thereby ordered no Composition or Abatement shall be made by Virtue of the said Letter of Attorney), and upon Receipt, &c. as by, &c. Relation, &c. **Now the Condition,** &c. that if the said *A.* shall not, nor do at any Time hereafter, compound or agree for, or make any Manner of Composition, Allowance, Deduction or Abatement whatsoever, of, in, for or out of the Principal Money and Interest thereof, or any Part thereof, which by the Account delivered, or which shall be delivered to him the said *A.* by the said *B.* shall appear to be due and owing by and from the said *D.* and *F.* or either of them, unless by any other or farther Power, Authority or

or Order in Writing, under the Hand and Seal of the said *B.* his Executors, &c. for that Purpose, the said *A.* shall be impowered, ordered or allowed to compound, agree for, and make any such Composition, Deduction or Abatement, in or for the Debts owing by and from the said *D.* and *F.* or either of them; **And also** that if the said *A.* shall not, nor do any ways release or discharge the said Debts so due and owing, by and from the said *D.* and *F.* or either of them, or any Action, Suit, Process or Proceeding at Law or in Equity, for Recovery or Receipt thereof, or of either of the said Debts, or any Part thereof, until he the said *A.* shall have actually received the full Monies so due and owing by and from the said *D.* and *F.* their Executors, &c. respectively, or such Part or Parts of the said Debts, or either of them, which the said *B.* his Executors, &c. shall so as aforesaid direct, order and impower the said *A.* to accept and take for the said Debts, or either of them, in case the said *B.* his Executors, &c. shall give any such further, and other Power, Order, Direction and Authority to the said *A.* to compound for or make any Abatement or Allowance of or for the said Debts; then, &c.

XVII. Concerning Maintenance.

For a Father to find his Son, an Apprentice, with Clothes, and to make good Imbezilments.

Whereas *J. G.* (Son of the above bound *J. G.*) by his Indenture of Apprenticeship, bearing even Date herewith, hath put himself Apprentice to the above named *R. K.* for the Term of seven Years from thence next ensuing: **Now the Condition,** &c. that if the said above bound *J. G.* his Heirs, Executors and Administrators, do and shall at his and their own proper Costs and Charges, from Time to Time, and at all Times during the said Term of seven Years, find and provide him the said *J. G.* with sufficient and decent Apparel of all Sorts; and thereof and therefrom shall in all Things save, keep harmless and indemnified the said *R. K.* his Executors, Administrators and Assigns, as also of and from all Covenants for finding of him the said *J. G.* with such Apparel in the said Indenture contained; **And also** if the *J. G.* his Heirs, Executors and Administrators, shall and do well and truly satisfy and pay unto the said *R. K.* his Executors, Administrators or Assigns, the full Worth and Value of lawful *British* Money, for all such Plate, Monies, Goods or Chattels, of and belonging to the said *R. K.* his Executors, Administrators or Assigns, which he the said *J. G.* at any Time during the said Term of seven Years, shall sink, imbezil, purloin, give, or otherwise convert to his own or any other Person's Use, from the said *R. K.* his Executors, Administrators or Assigns, within one Month next after any Confession or other due Proof thereof made, then the above written Obligation to be void; but if Default be made in any of the Cases above mentioned, then the said Obligation to be and remain in full Force and Virtue.

For a Father to find his Son, an Apprentice to a Master of a Ship, Clothes during his Apprenticeship, and to keep him with Victuals, &c. (on his Master's Request) when in England.

Whereas the above named *B.* at the Request of the above bound *A.* hath taken *D.* Son of the said *A.* to be his Apprentice for — from the Date of his Indentures of Apprenticeship, which bear even Date with these Presents, as thereby, Relation being, &c. **Now the Condition,** &c. that if the said *A.* (*the Father*) his Executors and Administrators, do and shall, at his and their own proper Costs and Charges, find and provide unto and for the said *D.* all his Wearing Apparel, both Linen and Woollen during the said Term of his Apprenticeship; and likewise when and as often as the said *B.* (*the Master*) shall be at home at his Dwelling-House at — or other Habitation in *England*, and shall not have Occasion to use or imploy the said *D.* (*the Apprentice*) in or about his Service or Business; **If then** and so often the said *A.* his Executors and Administrators, at his and their like Charge, shall and do from Time to Time, upon the Notice and Request in that Behalf of the said *B.* his Executors or Administrators, take the said *D.* into his and their Keeping, and at his and their like Charge, provide and allow him his Diet, Lodging and other Necessaries during the Time of such his being at home, and not being imployed by or in the Service of the said *B.* his Executors or Assigns as aforesaid, and shall and do, as often as it shall happen, pay the Charge of his Passage to and from — according to the Agreement of the said Parties in that Behalf before and at the Sealing the said Indentures of Apprenticeship, and thereof and therefrom, and from all Actions, Suits and Damages by Reason thereof, shall and do indemnify and keep harmless

harmless the said *B.* his Heirs, Executors and Administrators; the said Indentures of Apprenticeship, or any Covenant or Clause therein to the contrary, notwithstanding; then, &c.

For finding Apparel for an Apprentice, or paying Money in lieu thereof.

Whereas, &c. (*Recital of the Indentures*): And whereas it is agreed by and between the said *E. R.* and *H. S.* that the said *E. R.* his Executors or Administrators, or some of them, shall and will from Time to Time, and at all Times during the said Term of seven Years, find and provide to and for the said *J. R.* good and sufficient and necessary Raiment and Apparel, as Coats, Waistcoats, Breeches, Shoes, Stockings, Shirts and Hats, and all Things needful and necessary for an Apprentice: Now the Condition of this Obligation is such, that if the above bounden *E. R.* his Executors and Administrators, shall and do from Time to Time, as often as Need or Occasion shall be or require, find and provide for the said *J. R.* during all the aforesaid Term of seven Years, such sufficient Raiment and Apparel as aforesaid, (or in lieu or stead thereof shall pay, or cause to be paid unto the said *H. S.* the Sum of — yearly, and every Year during the said Term of seven Years, for and towards the said *H. S.*'s finding and providing the said Raiment and Apparel); then this Obligation to be void and of no Effect, otherwise to remain in full Force and Virtue.

A Condition to keep a Person during Life.

The Condition of this Obligation is such, that Whereas the above bound *A. B.* for and in Consideration of the Sum of — to him in Hand paid by the above named *C. D.* hath agreed and undertaken to keep and maintain the said *C. D.* during his Life; If therefore the said *A. B.* his Executors or Administrators, shall from Time to Time, and at all Times hereafter, during the natural Life of the said *C. D.* well and sufficiently maintain and keep, or cause to be well and sufficiently maintained and kept, the said *C. D.* in the House of him the said *A. B.* with Mear, Drink, Clothes, and all other Things necessary and convenient; then, &c. — or else, &c.

From two Persons as Security, that a Grandmother in Consideration of a Sum of Money, &c. shall bring up and educate two of her Grandchildren.

Whereas *D.* Wife of *E.* of, &c. and Grandmother of *F.* and *G.* Children of *H.* late of, &c. deceased, and *J.* his Wife, as well for the Love and Affection which she beareth to her said Grandchildren, as in Consideration of the Sum of, &c. in Hand, &c. and of the further Sum, &c. hath agreed to take and provide for the said *F.* and *G.* and to discharge the said *J.* their Mother, and the said *C.* therefrom; and the above bound *A.* and *B.* are contented and have agreed to become bound for said *D.*'s Performance of the said Agreement: Now the Condition, &c. that if the said *D.* shall and do from Time to Time, bear and pay the Charges of Education and bringing up the said *F.* and *G.* and find and provide them with wearing Apparel of all Sorts, Diet, Lodging, and all other Necessaries, until they respectively attain the Age of 21 Years or marry, and thereof and therefrom, and from all Costs, Charges, Expences, Troubles and Damages, for or by Reason thereof, shall and do at all Times hereafter discharge, save and keep harmless and indemnified, as well the said *J.* the Mother of the said Children, and the said *C.* their Executors, &c. as all other Person or Persons, which are or shall, or may be charged or chargeable with, for or concerning the said *F.* and *G.* the Children, or either of them; he the said *C.* his, &c. paying to the said *D.* the said further Sum of — *l.* over and above the said — *l.* paid at Sealing hereof as aforesaid, in Manner following, viz. — *l.* Part thereof on, &c. and — *l.* Residue thereof on, &c. which the said *C.* doth hereby agree to pay accordingly; then, &c.

XVIII. Concerning poor Children and Bastards

To indemnify a Parish from all Charges for seven Years, on Account of taking a poor Child to keep.

Whereas the above bound *A.* hath taken *G.* a poor Child of the aforesaid Parish of St. *K. C.* to keep and provide for the said Child at his own Charge, and the above named Overseers have allowed him 20 *s.* to buy some necessary Cloathing for the said Child; and the

faid *A.* hath also agreed to save the said Parish harmless from and concerning the said Child, during the Space of seven Years from the Date hereof: **Now the Condition, &c.** that if the said *A.* his Executors and Administrators, do and shall at all Times, for and during the said Time of seven Years, discharge and save, and keep harmless and indemnified the said Parish of, from and concerning the said Child, and all Suits, Charges, Costs, Payments, Troubles and Damages, for or in any wise concerning the said Child; then, &c.

From a Lodger to indemnify the Parish from any Child or Children, his Wife is big withal.

Whereas *D.* Wife of the above bound *A.* being now great with Child, is lately become a Lodger or Inmate within the Parish of *St. K. C.* aforesaid, and thereupon the said *A.* hath agreed to discharge and indemnify the said Parish from all Charges and Damages, for or by Reason of his said Wife, and the Child or Children she is now great withal as aforesaid: **Now the Condition, &c.** that if the said *A.* his Executors and Administrators, do and shall at all Times hereafter discharge, save and keep harmless and indemnified the Churchwardens, and other Officers for the Time being of the Parish aforesaid, and the said Parish of and from all Costs, Charges, Payments, Troubles and Damages whatsoever, for or by Reason of the said *D.* or any Child or Children she shall be delivered of, or which shall be born of her within the Parish; then, &c.

To discharge a Parish of a Bastard Child, given to the Churchwardens and Overseers of the Poor before the Child is born.

Whereas *M. F.* of, &c. in the County of *D.* Spinster, before one of his Majesty's Justices of the Peace for the said County of *D.* hath sworn that she is great with Child, and that the above named *R. R.* is the Father of such Child or Children she now goeth with: **Now the Condition, &c.** that if the above bound *B. R.* and the said *E. F.* and *G. H.* or either or any of them, their, or either or any of their Heirs, Executors or Administrators, do and shall from Time to Time, and at all Times hereafter, fully and clearly acquit, exonerate and discharge, or otherwise well and sufficiently save and keep harmless and indemnify as well the above named *W. D.* and *J. S.* Churchwardens and Overseers of the Poor of the Parish of *L.* aforesaid, and their Successors for the Time being, and every of them, as also all the Inhabitants and Parishioners of the said Parish of *L.* which now are, or hereafter shall be for the Time being, and every of them, of and from all and all Manner of Expences, Damages, Costs and Charges whatsoever, which shall or may in any Manner at any Time hereafter arise, happen, come, grow, or be imposed upon them, or either or any of them, for or by Reason or Means of the said *M. F.*'s being now great with Child as aforesaid, or for or by Reason or Means of the Birth, Maintenance, Education and bringing up of such Child or Children, that the said *M. F.* now goeth with, and shall be delivered of, and of and from all Actions, Suits, Troubles, Charges, Damages and Demands whatsoever, touching and concerning the same; then, &c. — or else, &c. —

To take care of the Mother in her lying in, and of the Child, and to indemnify the Parish.

Whereas *E. C.* of the Parish of *St. D.* aforesaid, is gotten with one or more Child or Children, by the above bounden *J. S.* as appeareth on the Accusation and Oath of her the said *E.* and she being as yet undelivered of such Child or Children, and being thereby likely to become a Burden upon, and be a Charge to the said Parish of *St. D.* **Now the Condition** of the above written Obligation is such, that if the above bound *J. S. N. P.* and *J. T.* or any or either of them, their, or any or either of their Heirs, Executors, Administrators or Assigns, do and shall find and provide her the said *E.* with all Things proper, necessary, fit and convenient, during the Time of her lying in with such Child or Children; and also do and shall from Time to Time, and at all Times hereafter, from and after the Birth of such Child or Children, as now is or are in the Body of her the said *E.* and yet unborn, acquit, release, discharge, save, defend, keep harmless and indemnified, as well the above named *W. B.* and *F. H.* the present Churchwardens of the said Parish of *St. D.* as also the present Overseers and Collectors for the Poor of the same Parish, and their respective Successors for the Time being; as also all and every other the Inhabitants and Parishioners of the same Parish, and every of them, of and from all and all Manner of Costs, Charges, Damages, Expences

pences and Demands whatsoever, as well touching the lying in of her the said *E. C.* as also such other Charges, which shall or may at any Time or Times hereafter, in any Manner arise, happen, grow, or be imposed upon the said Churchwardens, Overseers, Collectors and Parishioners, and their Successors for the Time being, for or by Reason or Means of such Child or Children *to be born*, now being in the Body of her the said *E. C.* yet unborn as aforesaid; **And also** that if they the said *J. S. N. P.* and *J. T.* their Executors and Administrators, some or one of them, shall and will when they or any of them shall be thereunto required by any of the Officers of the said Parish of *St. D.* for the Time being, appear before a Justice of the Peace, and then and there, upon Oath before such Justice, declare how the said Child or Children is or are provided for and maintained, or in case of his, her or their Death, the Time and Place of his, her or their Burial; then and in such Case the above written Obligation shall be void, &c.

To indemnify a Parish from a Bastard born, and when required, to appear before a Justice to declare how it is provided for, &c.

THE Condition, &c. That if the above bounden *A. N.* and *J. M.* their Heirs, Executors, Administrators and Assigns, do and shall from Time to Time, and at all Times hereafter, acquit, release, discharge and save harmless, as well the above named *W. B.* and *F. L.* Churchwardens of the aforesaid Parish, and the Overseers and Collectors for the Poor of the said Parish, which now are or hereafter shall be for the Time being, and every of them; as also all the Inhabitants and Parishioners of the said Parish, and every of them, of and from all Manner of Costs, Charges and Expences, which shall or may in any Manner arise, happen, come, grow, or be imposed upon them, or any of them touching or concerning a Female Bastard Child, born of the Body of *M. G.* in the House of *A. N.* in the said Parish of *St. D.* in the West aforesaid, of which *P. G. Mariner*, is by the said *M. G.* said to be the Father; and also shall and will, when they or any of them shall be thereunto required by any of the Parish Officers of the Parish of — aforesaid, for the Time being, appear before a Justice of the Peace, and then and there, upon Oath before such Justice, declare how the said Female Bastard Child is provided for and maintained, or in case of its Death, the Time and Place of its Burial; then, &c.

To indemnify a Parish from a Child, where the Mother pretends to have a Husband, but will not tell who he is.

WHEREAS *A. L.* is brought to bed of a Female Child which hath been since christned by the Name of *A. M.* and the said *A. L.* not being willing to discover who is her Husband, the pretending it would be a Prejudice to her if she should discover the same: **Now the Condition** of this Obligation is such, that if the above bounden *R. C.* and *L. S.* or either of them, their, &c. do and shall from Time to Time, and at all Times hereafter, well and sufficiently save harmless and indemnified the above named *W. B.* and *S. L.* and their Successors, and all the Parishioners of the Parish of — aforesaid, of and from all Expences, Charges, Costs and Damages, that they, or any or either of them, may at any Time hereafter sustain or be put unto, by Reason or Means of the said *A. M. L.* the Infant, and upon them the said *R. C.* and *L. S.* or either of them indemnifying the said *W. B.* and *S. L.* and the Rest of the Parishioners aforesaid; that then, &c.

To indemnify the reputed Father of a Bastard.

WHEREAS *E. S.* of, &c. Spinster, upwards of six Years ago was delivered of a Female Child which is supposed to have been begotten by the said *J. C.* **And whereas** the said *J. C.* having been threatened to be prosecuted on Account of the said Child, has paid to the said *T. W.* for the Use of the said *E. S.* the Sum of — in full Discharge of all Sums which he shall or may be liable to pay on the said Account: **Now the Condition, &c.** that if the above bound *T. W.* his, &c. shall, &c. safely keep harmless and indemnified the said *J. C.* his Executors and Administrators, of and from all and every Sum and Sums of Money, Debts, Damages and Demands whatsoever, which the said *J. C.* may at any Time or Times hereafter be subject to, liable or obliged to pay on Account of the said Child, and from all Actions and Prosecutions for the same; then, &c.

Another

Another.

Whereas *H. R.* late of, &c. but now of, &c. a single Woman, was on or about the Month of, &c. delivered of a Female Bastard Child, within the Parish of *B.* in the County of *S.* which said Bastard Child may become chargeable to the said Parish: **And** whereas the said *H. R.* hath declared and charged that the above named *H. B.* is the true Father of the said Bastard Child: **And** whereas the above bounden *E. M.* in Consideration of the Sum of 10*l.* of, &c. to him paid by the said *H. B.* before the Execution hereof, hath undertaken and agreed to free, indemnify and save harmless the said *H. B.* of, from and against all Costs, Charges and Damages, that shall or may happen or arise by Reason or Means of the said Bastard Child being born in the said Parish, or of the said *H. B.* being the reputed Father thereof: **Now the Condition**, &c. that if the above bounden *E. M.* his Heirs, Executors and Administrators, or any of them, do and shall from Time to Time, and at all Times for ever hereafter, save and keep harmless and indemnified him the said *H. B.* his Heirs, Executors and Administrators, and every of them, and also the Churchwardens and Overseers of the Poor of the said Parish of *B.* and their Successors for the Time being, and all the Parishioners and Inhabitants of the said Parish, and every of them, of and from all Costs, Charges, Damages and Expences whatsoever, which hath, shall or may happen, arise or be imposed upon the said *H. B.* his Executors or Administrators, or the said Churchwardens and Overseers for the Time being, for or by Reason of the said Bastard Child being born within the said Parish, or the Providing or Maintaining of the same, or for or by Reason of the said *H. B.* being the reputed Father hereof, or of the said *H. R.*'s lying in of the said Bastard Child within the said Parish; and also of and from all other Costs, Charges, Damages, Demands and Expences whatsoever, which the said *H. B.* his Heirs, Executors or Administrators, or the said Churchwardens or Overseers of the Poor of the said Parish for the Time being, shall or may sustain or be put unto, touching or in any wise concerning the same; that then, &c.

For the future Maintenance of a Bastard Child.

Whereas the above named *T. B.* together with *J. G.* of, &c. Gent. did become bound unto the above bound *R. P.* in the Penalty of 50*l.* by their Bond, dated the, &c. with Condition thereunder written, Reciting, That **Whereas** one *J. M.* was then with Child, and travelling of a Child or Children, which, when born, was or would be illegitimate; **And therefore it was conditioned** that the said *J. G.* and *T. B.* their Heirs, Executors, Administrators or Assigns, should save harmless and keep indemnified the said *R. P.* his Heirs, Executors and Administrators, from all Damages and Incumbrances whatsoever, that might or should then after happen, by Means of the said *J. M.* being with Child as aforesaid, **Which** said *J. M.* was afterwards delivered of one Female Child within the Parish of, &c. **And** the said *R. P.* became bound with sufficient Security to save the said Parish of, &c. harmless from any Charges thereupon by Reason of the said Bastard Child: **And** whereas the said *R. P.* and the said *T. B.* in the Name, and for and on the Behalf of the reputed Father of the said Bastard Child, have come to an Agreement as touching the Maintaining of the said Child; **And** the said *R. P.* has agreed to maintain and keep the same, and for ever hereafter to discharge the reputed Father thereof from the same, upon and in Consideration of the Sum of 20*l.* to him now in Hand paid; **The Condition therefore** of the above written Obligation is such, that if the above bounden *W. F.* and *R. P.* their Heirs, Executors or Administrators, or some or one of them, do and shall from Time to Time, and at all Times hereafter, well and truly maintain and keep the said Bastard Child, and save harmless and keep indemnified, as well the said reputed Father, as the said *T. B.* and *J. G.* of and from all and all Manner of Charges, Damages and Expences, that shall or may arise, happen or be brought for or by Reason of any Matter, Cause or Thing whatsoever, relating to the said Child or Laws for the Maintaining thereof, and do and shall bear harmless the said Parish of, &c. from all Damages, for or by Reason of the said *J. M.* being delivered, and her said Bastard Child born therein, and save harmless the said *T. B.* *J. G.* and the said reputed Father from the same; then, &c.

Recital of a Bond to indemnify a Person.

The Child born. Bond to the Parish.

Agreement to keep the Child and discharge the reputed Father.

Condition.

From an Heir at Law to an Executor, to pay a Sum of Money to the Executor by him disbursed, in case a Bastard Child shall die before Age, and the Heir at Law become intitled to Premises.

Bequest of
Lands, &c.
to the Bastard
when of Age.

Probate.

Executors to
pay Legacies,
&c.

Mortgagee
demands his
Money.

Condition.

Whereas *W. R.* of, &c. by his Will, bearing Date, &c. did, (amongst other Things) after Payment of his just Debts and Legacies, give all his Real and Personal Estate to his natural Son *W. R.* when he should attain his full Age of 21 Years; but in case the said *W. R.* the Younger, should happen to die before he attained the Age of 21 Years, then the said *W. R.* the Elder, directed and appointed all his Estate, that the said *W. R.* the Younger should be intitled unto, should go to his near Relation and next of kin by Consanguinity of Blood, and constituted and appointed *E. P.* and *J. B.* Executors of his said Will, and soon after died: **And whereas** the said *E. P.* and *J. B.* proved the said Will in the Prerogative Court of *Canterbury*, and took upon themselves the Burthen and Execution thereof, but they wanting Money to pay the Legacies given by the said Will, and to compleat the Purchase of two Freehold Messuages, situate, &c. and which the said Testator *W. R.* had contracted for and paid Part of the Purchase Money before his Death, they the said *E. P.* and *J. B.* mortgaged some Leasehold Houses, Part of the said Testator's Estate, to one *S. B.* for the Payment of the Sum of 300 *l.* and Interest, and by Virtue thereof paid the Legacies, and compleated the Purchase so made by the said *W. R.* as aforesaid: **And whereas** the said *S. B.* now demands Payment of the said Sum of 300 *l.* which the said *J. B.* the surviving Executor is at present obliged to pay out of his own Estate, not having Assets of the said Testator's to pay the same: **And whereas** the above bound *M. R.* the Sister next of Kin and Heir at Law to the said Testator *W. R.* would be intitled to his Estate, in case the said *W. R.* the Younger, should die before he attains his Age of 21 Years: **Now the Condition**, &c. that in case the said *W. R.* the Younger, should die before he attains the Age of 21 Years, that then if the said *M. R.* her Heirs, Executors, Administrators and Assigns, or any of them, do and shall well and truly pay, or cause to be paid, at and immediately after she, they or any of them shall be in Possession of the said Testator's Estate, or any Part thereof, unto the said *J. B.* his Executors, &c. the said Sum of 300 *l.* or so much thereof as shall be unpaid by the Rents and Profits of the said Premises, at the Time of the Death of the said *W. R.* the Younger; then, &c.

XIX. Concerning Ecclesiastical Affairs.

A Condition for a Parson presented to a Living to resign the same, upon Request, after six Years, &c.

The Condition of this Obligation is such, That **Whereas** the Rectory or Parish Church of *S.* in the County of *S.* is now become void by the natural Death of *R. B.* the last Incumbent thereof: **And whereas** it belongeth to the above named *A. B.* as Trustee for the above named *C. D.* to present thereunto: **And whereas** the said *A. B.* hath this Day presented unto the said Rectory and Parish Church the above bound *E. F.* intending hereafter to present thereunto the said *C. D.* when he shall be capable thereof, or some Friend of the said *C. D.* If therefore the said *E. F.* shall be admitted, instituted and inducted into the said Rectory and Parish Church of *S.* aforesaid, and shall and do within six Months next after the Expiration of six Years, to be computed from the Date of the above written Obligation, upon Request made to him for that Purpose, absolutely resign the said Rectory and Parish Church, and shall and do give Notice of such his Resignation to the said *A. B.* his Executors or Administrators, and shall and do procure such Resignation to be accepted, so that the said Rectory and Parish Church may thereby become vacant, and the said *A. B.* his Executors or Administrators may be at liberty to present anew thereto; then this Obligation to be void, &c.

To resign a Living in case of Non-residence.

Whereas the above bounden *E. M.* at a General Meeting of *Christ's Hospital, London*, the 20, &c. was elected and nominated by the said Court, unto the Rectory or Parsonage of *G.* in the County of *E.* to be presented thereto by the said *A.* and the said Parish is very numerous of Inhabitants and People, for which Reason among others, a constant Residence there of the Rector or Parson thereof is highly necessary for the due Attending and Performing the Duties of the Cure of the said Parish, and the annual Income of the said Living

is of itself alone sufficient in Value for a Parson or Rector of the said Parish; and the said *E. M.* hath freely and voluntarily promised the said *A.* to be constantly and duly resident in and upon the said Rectory or Parsonage, during the Time of his being Rector or Parson thereof; and in case he should, any Time after his being instituted and inducted in and to the same, accept of, and be instituted and inducted into any other Rectory or Parsonage, or other Ecclesiastical Benefice Presentative or Donative, or otherwise with Cure of Souls; then within six Months next after such Presentation, new Collation or Institution and Induction in due Form of Law, to resign the said Rectory or Parsonage of *G.* and all the Rights, Benefits and Advantages thereunto belonging, into the Hands of the Bishop of *L.* for the Time being, and thereof give Notice in Writing immediately to the said *A.* or to the Treasurer in Being for that Time at, &c. in order that the said *A.* may thereupon elect, nominate and appoint some other Person in his Room and Stead to the said Rectory or Parsonage to be instituted and inducted into the same: **Now the Condition** of this Obligation is such, that if the above bounden *E. M.* do, after he is instituted and inducted into the said Rectory or Parsonage of *G.* from Time to Time, whilst he continues to be Rector or Parson there, reside in and upon the same Rectory or Parsonage, as by Law he ought to do; and within six Months after he shall be collated or instituted and inducted into any other Rectory, Parsonage or Vicarage with Cure of Souls, in due Form resign the said Rectory or Parsonage of *G.* with the Rights, Benefits and Advantages thereunto belonging, into the Hands of the Bishop of *L.* for the Time being, and thereof Notice immediately give unto the said *A.* as aforesaid, or his Successors, at, &c. in order that he the said *A.* may thereupon elect, nominate and present some other Person in his Room and Stead to the said Rectory or Parsonage to be instituted and inducted into the same; then this Obligation to be void and of no Effect; but in Default of his so resigning as aforesaid, or of his making such Resignation and giving such Notice as aforesaid, to remain in full Force and Virtue.

To resign a Vicarage.

Whereas at the special Instance and Request of the above bound *C. D.* the above named *A. B.* by his Presentation, bearing even Date with and duly executed immediately before these Presents, hath recommended and presented him the said *C. D.* to the most Reverend Father in God *F.* Lord Bishop of *E.* to be admitted, instituted and inducted into the Vicarage of the Parochial Church of — in the County of — with its Rights, Members and Appurtenances in the Diocese of the said Lord Bishop, and now vacant by the Death of the late Incumbent thereof, in such Manner as therein is mentioned and expressed, as by the said Presentation may appear: **And whereas**, previous to and before the Executing of the said Presentation, and in Consideration thereof, he the said *C. D.* proposed and agreed absolutely to relinquish, resign and surrender the said Vicarage, with its Rights, Members and Appurtenances, and all his Interest therein, unto the said *A. B.* or to such Person as he shall appoint, at or within the Time, and in such Manner, as herein after is mentioned and expressed: **Now the Condition**, &c. That in Case he the said *C. D.* shall be admitted, instituted and inducted into the said Vicarage of the said Church of — in Manner as aforesaid; then if he the said *C. D.* (upon and at the Costs and Charges of the said *A. B.* or his Heirs) shall and do on or at any Time before the — Day of, &c. absolutely quit, relinquish, and well and sufficiently resign and surrender up unto him the said *A. B.* and his Heirs, or to such other Person as he or they shall in that Behalf nominate, direct or appoint, as well the said Vicarage of the said Parish of — with all its Rights, Members and Appurtenances, as also all his the said *C. D.*'s Estate, Right, Title, Interest, Possession, Benefit, Profits, Property, Claim and Demand whatsoever, both at Law and Equity, or otherwise howsoever, of, in and to the same; then, &c.

XX. Concerning Bottomry.

A Condition of a Bond of Bottomry, either for a Debt or Money lent.

Note; The Penalty must be double the Money lent, and Præmium to grow due for the Time certain.

Whereas the good Ship or Vessel called the — Burthen, &c. whereof — is Master, is now bound out, and forthwith to depart on a Voyage to — and thence to — to end her Voyage, [And whereas the above bound *A.* hath (on or before) the Date hereof paid and lent unto the above bound *B.* the Sum of — of lawful, &c. Or, And whereas the above bound *B.* oweth and is indebted unto the above named *A.* on the Day of the Date above

above written, the Sum of — of lawful, &c. which said Sum the said *A.*] Or, **And whereas** *A.* has, at or before the Sealing and Delivery hereof, sold and delivered to *B.* a Parcel of Goods at the Price of — (*And then after any of these comes in*) is contented to stand to and bear the Hazard and Adventure thereof on the Hull or Body of the said Ship during the said Voyage, so as the same do not exceed — Kalendar Months, from — to be accounted: **Now the Condition, &c.** That if the said Ship shall and do accordingly proceed on her said Voyage to — and return and come to — (*a*) *without deviating therefrom, unless compelled thereunto by Extremity of Weather, or other Casualty.* And also if the above bound *B.* his Heirs, Executors or Administrators, do and shall (*and sometimes say,* In Consideration of the said Money so lent, (*or* Goods so sold) and the Hazard and Adventure thereof) well and truly pay or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, the said Sum of — of lawful, &c. within — Days next after the Return and Arrival of the said Ship, from her said intended Voyage into — and there moored at Anchor 24 Hours in Safety, or next after the End and Expiration of the said — Kalendar Months, to be accounted as aforesaid, which of them shall first happen, unless in the said Voyage, and before the End of the said — Months, an utter Loss of the said Ship by Fire, Enemies, Men of War, or any other inevitable Accident shall unavoidably happen, to be sufficiently proved by the said *B.* his Heirs, Executors or Administrators; then, &c.

Sometimes after the Recital of the Ship's Name, where bound, &c. there is this Recital.

AND whereas the Owners of — Part of the said Ship, have not paid and furnished their respective Proportions of the Charges of fitting out the said Ship for the said intended Voyage, and thereupon the said Master is necessitated to take up Money for supplying and fitting the said — Parts of the said Ship, for her said intended Voyage: To which said Voyage and Employment the major Part of the Owners of the said Ship have consented and agreed, &c. **And whereas** *C.* has paid and lent unto the said Master the Sum of, &c.

Another Form, for 20 Months certain and 16 Months uncertain, common for India.

THE Condition, &c. That if the good Ship or Vessel called the — Burthen about — now, &c. whereof — is Master (*or* Commander) shall and do with all convenient Speed proceed and sail from and out of — on a Voyage to any Port or Places in *East-India* and *China*, or elsewhere beyond the *Cape of Good Hope*, and from thence to sail, return and come back into the Port of *London*, or other her Delivery-Port in *England*, to end her Voyage by or before the End or Expiration of 36 Kalendar Months, from [the Date or Departure of the Ship] to be accounted, (the Casualties and Dangers of the Seas always excepted): And if the above bound *A.* his Heirs, Executors or Administrators, shall and do truly pay or cause to be paid unto the above named *B.* his Executors, Administrators or Assigns, the full Sum of — of lawful, &c. within 30 Days next after the first and next Return and Arrival of the said Ship at the Port of *London*, or other her Delivery-Port in *England*, from the said Voyage, or at the End and Expiration of the said 36 Kalendar Months, to be accounted as aforesaid, which shall first happen, [(*b*) *together also with the Sum of — (the 20th Part) of like Money per Month, for all such Time and so many Months as shall be elapsed and run out of the said 36 Months, over and above 20 Months, and at and after the same Rate for any greater or lesser Time than a Month.*] Or if in the said Voyage, and before the End of the said 36 Kalendar Months, to be accounted as aforesaid, an utter Loss of the said Ship by Fire, Enemies, Men of War, or any other inevitable Casualty shall unavoidably happen, (which God forbid) to be sufficiently proved by the said *A.* his Executors or Administrators; then, &c.

(*a*) Note; The Words *Without Deviating, &c.* in *Italick* Print, are in old Forms and seldom used, but when they are left out it is proper to say, *Danger of the Seas, &c.* as in the next Precedent.

(*b*) Note; When it is only for a certain Time, and no Premium expressed, which is common when it is for Goods sold, the Words, *together also, &c.* in *Italick* Print must be left out.

And when there are so many Months certain, and so many uncertain, the Premium for a Month uncertain must be the Proportion of the Premium for the Month certain, as the Number of Months certain *per Cent.* as if 500*l.* be lent at 50*l.* *per Cent.* 20 Months certain, and 16 *pro Rata*, the Money to be paid at the End of 20 Months, is 750*l.* and for the 16 Months *pro Rata* 12*l.* 10*s.* *per Month.*

Another

Another Form, for 20 Months certain, and 16 uncertain.

THE Condition, &c. — That if the good Ship, &c. do and shall, &c. fail, &c. (the Dangers of the Seas excepted): **And** if the said Ship shall be arrived at the Port of — or other Delivery-Port in *England* from the said Voyage, at or before the Expiration of 20 Months, to be accounted as afore said; then if the said *A.* his Executors, Administrators or Assigns, do and shall within — Days next after such her Return within the said 20 Months, well and truly pay or cause to be paid unto the above mentioned *B.* his Executors, Administrators or Assigns, the Sum of — of lawful, &c. **And further,** if the said Ship shall be out upon the said Voyage longer than the said 20 Months, then if the said *A.* his Executors, Administrators or Assigns, do and shall within — Days after the said Ship's Arrival, as afore said, or next after the End and Expiration of the said 36 Kalendar Months, which shall first happen, well and truly pay or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, the said Sum of — of lawful, &c. together with — of like Money *per Month* for every Month the said Ship shall be out upon the said Voyage longer than the said 20 Months, until the Expiration of the said 36 Months, and so after the same Rate for a lesser Time than a Month; or if in the said Voyage, and within the said 30 Months, to be accounted as afore said, an utter Loss, &c.

Another Form for a certain Time only.

WHEREAS the above bound *A.* hath, at or before Sealing of these Presents, received of — and is indebted unto the above named *B.* in the Sum of — of lawful, &c. which said Sum, at the Request of the said *A.* the said *B.* is contented and hath agreed to stand to and bear the Hazard and Adventure of upon the Hull or Body of the good Ship — which Ship is bound out on a Voyage to — and thence to return to — **Now the Condition, &c.** That if the said Ship shall proceed on her intended Voyage, and return and come back again to — without deviating, &c. **And also** if the said *A.* his Heirs, Executors or Administrators, do and shall truly pay, &c. unto, &c. the said Sum of — to him lent as afore said, within — Days next after the Return of the said Ship into — from the said Voyage, and there moored, &c. at any Time within the Space of 30 Kalendar Months, to be accounted from — together with so much lawful, &c. more, at and after the Rate of — *per Cent. per Month*, as shall grow due to be paid for each Month, and proportionably for a lesser Time than a Month, that the said Ship shall be on her said Voyage, and until her Arrival as afore said: **In Consideration** of the said Hazard and Adventure of the said Money as afore said, and if the said Ship shall not be returned and arrived at — from her said intended Voyage at or before the End and Expiration of the said 30 Months, and shall then be in Safety abroad; then if the said *A.* his Heirs, &c. do and shall truly pay or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, the said Sum of — lent as afore said, together with all such further Sum and Sums of Money which shall become and be due for the Hazard and Adventure of the said Money, after the Rate of — *per Cent. per Month*, within — Days next after the End of the said 30 Kalendar Months; then, &c.

Another, for Kentillage or Hire of Ballast for a Ship.

THE Condition, &c. That if the Ship, &c. whereof the above bound *A.* is Master, do and shall with all convenient Expedition sail and proceed from — on her intended Voyage to — and from thence to return to — or some other Delivery-Port in *England*; and if the said *A.* his Heirs, Executors or Administrators, do and shall, at the End of 20 Kalendar Months, to be accounted from — or on the Return and Arrival of the said Ship at the Port of *L.* or other her Delivery-Port in *England* within the said Time, which shall first happen, if the said Ship shall within the said Time return and arrive as afore said, well and truly pay, &c. unto the above named *B.* his, &c. the said Sum of, &c. of, &c. being for the Half Part of the Hire of — cast Iron Bars for Kentillage, containing — delivered by the said *B.* on Board the said Ship for her Ballast, (the other Half Part of the Hire for the said Iron the said *A.* having paid the said *B.* at or before Sealing hereof); **And** shall likewise and do, upon the Return of the said Ship, at the End of, or at any Time within the said 20 Months from her said Voyage, deliver or cause to be delivered unto the said *A.* his Executors, Administrators or Assigns, the said — Bars of cast Iron: **And** if the said Ship shall be out upon her said intended Voyage longer than the said 20 Months, then if the said *A.* his Heirs, Executors

Executors or Administrators, do and shall, within ten Days next after the Return and Arrival of the said Ship from her said intended Voyage, at any Time after the End of the said 20 Months, deliver or cause to be delivered unto the said *A.* his Executors, Administrators or Assigns, the said — Bars of cast Iron; and shall and do also pay or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, the Sum of — together with so much lawful, &c. more, at and after the Rate of — per Month for every Kalendar Month, and proportionably for a lesser Time than a Month, that the said Ship shall be abroad in Safety on her said Voyage, **In Consideration** of his and their running the Adventure and Risque aforesaid, or if in the said Voyage an utter Loss of the said Ship shall happen by Fire, Enemies, Men of War, or other inevitable Casualty, to be in such Case sufficiently proved; **Then** and in either of the said Cases this Obligation to be void.

A Clause, when made to a Freighter, that he may deduct the Money out of the Freight.

To be inserted immediately after mentioning the Payment of the Money.

AND for more sure Payment thereof, when the same shall become due as aforesaid, if the said *A.* (*the Obligor*) his Executors and Administrators, do and shall discount, deduct and allow the said Sum of — unto the said *B.* (*the Obligee*) out of the Freight or Money to grow due for the said Ship — let to Freight to the said *B.* unless in the said Voyage, and before the End, &c.

And sometimes this Covenant is added.

AND for better Security of Payment thereof, if the same happens to become due, I the said *A.* do hereby covenant and agree for myself, my Executors and Administrators, to and with the said *B.* his Executors and Assigns, that he and they shall and may, and I order him and them to deduct, retain and keep to his and their own Use, so much of the Freight which shall grow due to me from the said *B.* for Tunnage let him in the said Ship for the said Voyage by Charterparty, dated, &c. as will fully pay the said Sum of, &c.

Another, for a Ship that goes two Voyages, as she is ordered by the Freighters, Premio expressed for both.

THE Condition, &c. That if the good Ship, &c. shall and do proceed and sail from and out of the River of *Thames* on a Voyage to *Lisbon*, and from thence either sail, return or come back to *Gravesend* in the River of *Thames*, to end her Voyage by or before the End or Expiration of five Kalendar Months, from — to be accounted, or else proceed and sail from *Lisbon* aforesaid to *Barbadoes*, and thence return and come back to *Gravesend* in the River of *Thames*, to end her Voyage by or before the End and Expiration of ten Kalendar Months, to be accounted as aforesaid, which the said Ship shall be ordered, (the Casualties, &c. excepted): **And** if the said Ship shall be ordered and return from *Lisbon* to *London*, and not proceed to *Barbadoes*, then if the above bound *A.* his Heirs, Executors or Administrators shall and do truly pay or cause to be paid unto the above named *B.* his Executors, Administrators or Assigns, the full Sum of 172 *l.* 10 *s.* of lawful, &c. within — next after the first and next Return and Arrival of the said Ship at *Gravesend* from her said intended Voyage to *Lisbon*, or at the End and Expiration of the said five Kalendar Months, to be accounted as aforesaid, which of them shall first happen: **And** if the said Ship do not return directly from *Lisbon* to *London*, but shall proceed thence to *Barbadoes* and so to *London*; then if the said *A.* his Heirs, Executors or Administrators, shall and do truly pay or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, within ten Days next after the first and next Return and Arrival of the said Ship at *Gravesend*, from her said intended Voyage to *Barbadoes*, or at the End and Expiration of ten Kalendar Months, from — to be accounted, which shall first happen, the Sum of 150 *l.* of lawful, &c. together with the Sum of 3 *l.* of like Money per Month, for all such Time, and so many Months as shall be elapsed and run out of the said ten Months, and at the same Rate for any greater or lesser Time than a Month: Or if in either of the said several Voyages, and within either of the respective Times before limited for performing and making the same, an utter Loss of the said Ship, &c. as usual.

Another,

Another, on a Ship and Cargo.

Whereas the above bound *A.* Master of the good Ship or Vessel called the — Bur- then about — now — is bound out, in and with the said Ship on a Voyage to — and thence to — and thence to return to — **And whereas** the said *A.* is concerned in the Cargo aboard the said Ship: **And whereas** the above named *B.* at the Request of the said *A.* hath at or before Sealing hereof paid and lent unto the said *A.* (or furnished the said *A.* with Goods) to a certain Sum of Money, and is contented and hath agreed to stand to and bear the Hazard and Adventure thereof upon the Hull or Body of the said Ship and Cargo therein, during the said Voyage, so as the same do not exceed — Kalendar Months, from — to be accounted: **Now the Condition, &c.** That if the said *A.* his Heirs, Executors or Administrators, do and shall truly pay or cause to be paid unto the said *B.* his Executors, Administrators and Assigns, for the said Monies so lent (or Goods so bought) and Adventure thereof, as aforesaid, the Sum of — at or upon the Arrival of the said Ship and Cargo at — from her said intended Voyage, or of any Goods or Effects of the Produce of the said Cargo in the said Ship to — or at the said Port, or at the End and Expiration of — Kalendar Months, to be accounted from — which shall first happen, unless in the mean Time, and before the Expiration of the said — Kalendar Months, an utter Loss of the said Ship and Cargo by Fire, &c. as usual.

XXI. Concerning Marriages, Husbands and Wives.

To pay a Person who shall help another to a Wife with a good Fortune, 5l. for every 100l. he shall have with her, as a Gratuity for his Trouble.

Whereas the above named *B.* hath proposed a Marriage between the above bound *A.* and *C.* which the said *A.* doth approve of, and hath desired the said *B.* to use his Interest and Endeavours for effecting the said intended Marriage, and in Consideration of his Pains and Service therein, the said *A.* hath promised, and doth hereby agree to pay and give to the said *B.* as a Gratuity, the Sum of 5l. for and upon every 100l. of the Estate or Fortune of the said *C.* which he the said *A.* shall receive with, or shall be intitled unto by his Marriage of the said *C.* when the same shall be consummated: **Now the Condition, &c.** That if the said Marriage between the said *A.* and the said *C.* shall take Effect, then if the said *A.* do and shall well and truly pay or cause to be paid unto the said *B.* the said Sum of 5l. for and upon every 100l. of the Estate or Fortune of the said *C.* which he the said *A.* shall so have and receive with, or be intitled unto, by such his Marriage of the said *C.* as a Gratuity as aforesaid, according to the true Meaning of these Presents; then, &c.

Condition to marry a Woman, or in Default thereof to pay a Sum of Money.

The Condition, &c. That if the above bounden *A. B.* do, on or before the — according to the Rites and Ceremonies of the Church of England, espouse and marry *E. D.* Daughter of the said *C. D.* if the said *E. D.* will thereunto assent, and the Laws of this Realm permit the same; or if it shall happen that the said *A. B.* shall not marry and take to Wife the said *E. D.* as aforesaid, if then he the said *A. B.* do and shall well and truly pay or cause to be paid unto the said *E. D.* her Executors, Administrators or Assigns, the Sum of, &c. on the — next ensuing the said — Day of — above mentioned and limited for the said Marriage; then, &c.

From an intended Husband to one of the Trustees, named in the Marriage Settlement, to permit him to retain in his Hands the intended Wife's Fortune, until the Settlement is perfected, notwithstanding they should be married before.

Whereas by Indentures Quadripartite, bearing Date, &c. made, &c. reciting as, &c. in Consideration of a Marriage intended, &c. between the said *C.* and *D.* and of the Sum of 1500l. being the Marriage Portion of the said *D.* mentioned to be paid by the said *G.* on her Behalf, and for a Jointure for the said *D.* for her Life, in Case she should survive the said *C.* and for other Considerations therein mentioned, the said *A.* and *C.* have assigned, or are to assign, unto the said *G. H.* and *J.* their Executors, &c. All that, &c. and the said *A.* and

and C. and likewise the said E. and F. by their Direction, have assigned or are to assign unto the said G. H. and J. their Executors, &c. all, &c. — **And whereas** the Time of Commencement of the last mentioned Lease is not, nor can yet be inserted in the Recital thereof in the Indentures *Quadripartite*, by Reason whereof the several Persons thereunto cannot yet duly seal and execute the said recited Indentures, but the said Marriage, at the Request of the said C. is notwithstanding to be speedily solemnized: **And whereas** the said C. in Consideration thereof, and as a Security for his procuring all the said Parties to the said recited Indentures *Quadripartite*, duly to seal, execute and perfect the said Indentures, hath agreed, and doth hereby agree with the said G. his Executors, &c. that he and they may retain and keep in his and their Hands the said Sum of 1500*l.* the Marriage Portion of the said D. until the said Indentures *Quadripartite* shall be so duly executed and perfected by all the Parties thereunto, notwithstanding the Solemnization of the said intended Marriage: **Now therefore the Condition, &c.** That if the said recited Indentures *Quadripartite* shall on or before, &c. be signed, sealed and executed in due Form of Law, and in all Respects perfected by all and every the Parties thereunto; and one Part thereof so duly sealed and executed, to be delivered unto the said G. for the Use and Benefit of the said D. And if the said A. and C. their Executors, &c. shall and do permit and suffer the said G. his Executors, &c. to retain and keep in his and their Hands the said Sum of 1500*l.* and the Securities for the same, in the mean Time and until the said Indentures be so duly executed and delivered as aforesaid, without any Let, Suit, Trouble, Claim or Demand, of or by the said A. and C. their Executors, &c. or either of them, or any other Person or Persons by or through their or either of their Means, Privity or Procurement; the said recited Indentures, or any Thing therein contained, or the Solemnization of the said Marriage, to the contrary notwithstanding; then, &c.

To pay Part of a Marriage Portion, retained till a Mortgage be cleared off the Premises, which were settled for a Jointure.

Whereas a Marriage is intended, &c. between the above named C. and D. Daughter of the above bound A. **And whereas** the said C. hath on, &c. by Indentures of Lease and Release, settled and assured all that, &c. in the said Indentures particularly mentioned for the Jointure of the said D. and to and for the several Uses therein mentioned and limited: **And whereas** the said Premises are charged with or mortgaged for the Sum of 200*l.* which is to be paid off by the said C. or the said Premises is, by some other Security to be by him made, to be discharged therefrom, and until the same be done accordingly, the said A. with the Consent and Agreement of the said C. is to retain in his Hands 200*l.* Part of the Portion of the said D. and the same is to be paid, when and as soon as the said Premises are so fully discharged from the said Mortgage: **Now therefore the Condition, &c.** that if the said A. his Heirs, &c. do and shall accordingly, as soon as the said Premises are so discharged from the said Mortgage by the said C. by some other Security to be given for the said 200*l.* and Interest, or otherwise, and the said Mortgage surrendered and delivered up, well and truly pay, or cause to be paid unto the said G. his Executors, &c. the said Sum of 200*l.* and shall and do in the mean Time pay all Interest for the said 200*l.* after the Rate of — per Cent. per Ann. then, &c.

From the Father to the Son's Trustees on Marriage, that he will pay the Interest of a Mortgage on Lands settled to him for Life.

Whereas the Sum of — is by Mortgage charged on Part of the Estate of the above bound R. P. the Elder: **And whereas** a Marriage is, by God's Permission, intended to be shortly had and solemnized between R. P. the Younger, eldest Son and Heir apparent of the above named R. P. the Elder, and — and it is agreed that the Sum of — shall continue charged on the Lands limited, or intended by Settlement on the said Marriage to be limited to the above bound R. P. the Elder, for his Life; but the above bound R. P. the Elder, hath agreed to pay the Interest of the said Sum of — so long as he lives and keep the same down, so that the said R. P. the Younger, be not charged with any Interest that shall grow due during his Father's Life: **Now the Condition, &c.** that if the above bound R. P. the Elder, shall and do, during the Term of his natural Life, pay the Interest of the said Sum of — as the same shall grow due; then, &c.

To permit an intended Wife to enjoy her own Personal Estate, and to buy and sell Goods, &c. for her Use, &c.

Whereas, &c. Now the Condition of the above written Obligation is such, that in case the said intended Marriage shall take Effect, then if the said *H.* shall and do from Time to Time, at all Times then after, permit the said *W.* his intended Wife, peaceably and quietly to have, hold, occupy, possess and enjoy in as full and ample Manner, as she the said *W.* now or at any Time before the Executing hereof, hath or doth hold, occupy, possess, enjoy and dispose, as well of all her the said *W.*'s ready Monies, Bonds, Notes, and all other Securities for Money whatsoever, as also of all her Plate, Rings, Jewels, Household and all other her Goods, Chattels and Personal Estate whatsoever, and of what Nature or Kind soever, whereof or wherein she the said *W.* now is, or at any Time, during the intended Coverture, shall in her own Right be actually possessed of, interested in or intitled unto, or which she shall have or accumulate by Trade or Industry, or which shall by any of her Relations or Friends be given or devised to her; and also do and shall allow, permit and suffer her the said *W.* to buy, sell, bargain, pay and receive in her own Name, and if Occasion requires, shall allow and confirm all such Receipts and Acquittances, as she the said *W.* shall give or make during her said intended Coverture; and also if he the said *H.* do and shall at all Times hereafter allow, permit and suffer her the said *W.* to sell and dispose of all and singular her Effects, Goods, Chattels and Personal Estate of what Nature or Kind soever and wheresoever, by any Deed or Writing, or by her last Will and Testament in Writing, to any Person or Persons whatsoever, notwithstanding her intended Coverture; and also if the said *H.* shall not do, or cause to be done any Act, Matter or Thing whatsoever, whereby or by Means whereof the said Personal Estate of her the said *W.* or any Part thereof, shall or may be any Ways impeached, charged or incumbered in any Manner howsoever, or whereby or by Means whereof the said *W.* shall or may be in any wise hindered or molested in the quiet and peaceable Possession and Injoyment thereof, or in the quiet Vending and Disposing thereof, and of every Part thereof, by such her Deed, Writing or Will as aforesaid; then and in such Case the above written Obligation shall be void and of no Effect, otherwise, &c.

From an intended Husband to the Trustees of his intended Wife, to pay them a Sum of Money to be applied to her Support and Maintenance, in case of Necessity by Losses in Trade, &c.

Whereas a Marriage is intended, &c. between the above bound *T. H.* and *C. D. Daughter, Niece, &c.* of the above mentioned *E. F.* And whereas the said *E. F.* in Consideration thereof, has agreed to pay to the said *T. H.* — *l.* on the Day of the said Marriage, in Part of the Marriage Portion with the said *C. D.* and also to enter into and execute unto the said *T. H.* one Bond or Obligation of equal Date herewith, in the Penal Sum of — *l.* for the securing the Payment of the Sum of — *l.* with Interest, in — Months from the Date of the said Bond, which said — *l.* and — *l.* is to be in full of the said Marriage Portion of the said *C. D.* And whereas in Consideration of the said Marriage and Portion, and to provide a competent Maintenance for the said *C. D.* in case of Losses in Trade, or other Misfortunes during the said intended Coverture; and in case the said *C. D.* shall survive the said *T. H.* and be not by him at his Decease otherwise better provided for, and that she shall not be destitute of a necessary Subsistence in any such Cases, he the said *T. H.* has agreed to secure to the said *C. D.* notwithstanding such Coverture or Survivorship, the Sum of — *l.* and for that Purpose to vest and pay the same into the Hands of the said *E. F.* and *G. H.* in Trust to and for her separate Use and Behoof: Now therefore the Condition, &c. that if the said Marriage shall take Effect, and the said *T. H.* his Heirs, Executors or Administrators, or some of them, shall and do well and truly pay, or cause to be paid to the said *E. F.* and *G. H.* or the Survivor of them, or to the Executors or Administrators of such Survivor, the said Sum of — *l.* of, &c. on the Day next after the said Marriage shall be consummated to and for the only proper and separate Use and Behoof of the said *C. D.* her Executors, Administrators and Assigns, notwithstanding the said Coverture; then, &c. (a)

Marriage intended. Part of Portion to be paid down and a Bond given for the Residue. To provide against accidents, the Husband agrees to vest a Sum in Trustees for the Wife's separate Use.

(a) A Warrant of Attorney may be given to confess Judgment for the Money secured by this Bond, which may be in the Common Form.

For an intended Husband to pay Money on several Contingencies.

Whereas by God's Permission a Marriage is intended, &c. between the above named Sir *W. D.* and *A. W.* eldest Daughter of the above bound *W. P. W.* Now the Condition, &c. that in case the said *A. W.* or any Issue Male of her Body begotten by the said Sir *W. D.* her intended Husband, shall be living at the Time of the Death of the said *W. P. W.* or in case the said *A. W.* shall survive the said Sir *W. D.* and shall die in the Lifetime of the said *W. P. W.* leaving one or more Daughter or Daughters of her Body by the said Sir *W. D.* living at the Death of the said *W. P. W.* that then and in either of the said Cases, if the Heirs, Executors or Administrators of the said *W. P. W.* shall and do well and truly pay, or cause to be paid unto the above named *J. B.* and *C. M.* or the Survivor of them, his Executors or Administrators, the Sum of 1000 *l.* of, &c. within six Calendar Months next after the Decease of the said *W. P. W.* to be applied for or towards the Discharging of all the Debts any ways affecting any Part of the Estate of the said Sir *W. D.* settled by his Marriage Settlement, bearing even Date with these Presents; and if there be no such Debts then remaining unpaid, or if there shall be a Surplus of the said 1000 *l.* beyond what will pay the said Debts, then the said 1000 *l.* or the Surplus thereof, beyond what will discharge the said Debts, to be paid to the said Sir *W. D.* his Executors or Administrators; then, &c.

That the Heirs, &c. of the intended Husband, shall pay the intended Wife a Sum of Money within — Months after the Husband's Decease, if she survives him. (b).

Whereas a Marriage is intended by the Permission of God shortly to be had and solemnized by and between the above bound *R. W.* and *D. P.* of — (or Daughter of —) And whereas in Consideration of the said intended Marriage, and of a considerable Portion which he the said *R. W.* will have and receive with the said *D. P.* his intended Wife, (or say, and of the Sum of — which the said *R. W.* is to have and receive, for and as the Marriage Portion of the said *D. P.*) he the said *R. W.* had agreed, that in case the said Marriage shall take Effect, and she the said *D. P.* shall survive him the said *R. W.* her intended Husband, that then she the said *D. P.* shall have, receive and be paid (out of the Real and Personal Estate of the said *R. W.*) the Sum of — for her own proper Use and Maintenance: Now the Condition of the above written Obligation is such, that if the said Marriage shall take Effect and be solemnized, and that he the said *R. W.* shall happen to depart this Life, leaving the said *D. P.* his intended Wife him surviving, (or say, and that the said *D. P.* shall survive him the said *R. W.* then if the Heirs, Executors or Administrators of the said *R. W.* shall and do well and truly pay, or cause to be paid unto the said *D. P.* her Executors, Administrators or Assigns, to and for her own proper Use, Benefit and Maintenance, the said Sum of — of lawful, &c. (out of such Lands, Tenements, Goods, Chattels, and other Estate Real and Personal, which he the said *R. W.* or any other in Trust for him or for his Use, shall be seised or possessed of, or which shall belong to him the said *R. W.* at his Decease, according to the true Intent and Meaning hereof) within — Months next after the Decease of him the said *R. W.* then the above written Obligation shall be void and of no Effect, or else the same shall remain in full Force and Virtue.

And if the Bond is for Money to be paid after the Husband's Decease, over and above her Jointure.

THEN after the Words), for her own proper Use and Maintenance, and before the Words, Now, &c. say over and above what other Provision is or hath been made for the said *D. P.* for and as a Jointure, or otherwise, and over and above what she may in such Case of the Decease of the *R. W.* be intitled to, by any Custom of the City of London: Now, &c.

The like where the Money is either to be paid to the intended Wife, or to her Trustee for her Use.

Whereas a Marriage is intended, &c. And whereas it is agreed between the said Parties, and the said *R. W.* doth hereby declare and agree, in Consideration of the Sum or Portion which he is to have and receive with the said *D. P.* his intended Wife, and of the

(b) Note; The Obligation must be from the intended Husband to one in Trust for the intended Wife, and is usual to be in double the Sum to be paid her.

the Love and Affection which he bears to her, and for some Provision for her Maintenance, that in case the said intended Marriage shall take Effect, and the said *D. P.* shall him survive, that then she the said *D. P.* shall have, receive and enjoy, to and for her own proper Use, from and out of the Estates of the said *R. W.* the Sum of — *l.* of lawful, &c. **Now the Condition,** &c. that if the said intended Marriage, &c. (*as in the former*) then and in such Case, if the Heirs, Executors or Administrators of the said *R. W.* shall and do within — next after such his Decease, well and truly pay, &c. unto the said *D. P.* or unto the above named *C.* (*the Obligee or the Wife's Trustee*) his Executors, Administrators or Assigns in Trust, and for the Use of her the said *D. P.* or shall and do permit him, her or them, to have, receive and enjoy, from and out of the Real or Personal Estate, which the said *R. W.* or any other Person or Persons in Trust for him, shall be seised or possessed of, or which shall belong to him at his Decease, the said Sum of — of lawful, &c. for the only proper Use of her the said *D. P.* his intended Wife, without any Let or Interruption whatsoever, according to the Agreement of the said Parties and true Meaning of these Presents; then, &c.

The like where the Money is to be paid to Trustees upon several Trusts.

THE Condition of this Obligation is such, that **Whereas** a Marriage, &c. **If there-** fore the said Marriage shall take Effect, and the said *A. B.* shall die in the Life-time of the said *C. D.* then if the Heirs, Executors or Administrators of him the said *A. B.* do and shall, within — Months after his Death, pay or cause to be paid into the Hands of the above named *A. W. E. E.* and *J. R.* the Sum of — to be by them applied, upon the Trusts and for the Ends and Purposes following; (that is to say) that the said Trustees, and the Survivors and Survivor of them, shall pay — *l.* Parcel of the said — *l.* to the said *C.* for her sole Use and Benefit; and in case the said *A. B.* shall leave any Child or Children of his Body, on the Body of the said *C.* begotten, which shall live to be married, or attain the Age of twenty-one Years, the said Trustees shall pay — *l.* Residue of the said — *l.* to such Child or Children equally among them, Share and Share alike, as and when they shall severally be married, or attain the Age of twenty-one Years respectively, and the Interest thereof in the mean Time to be applied for their Maintenance; and in case the said *A. B.* shall leave no Issue of his Body on the Body of the said *C.* begotten, or leaving Issue, and such Issue shall all happen to die before their Marriage, or Age of twenty-one Years, then the said last mentioned — *l.* shall be likewise paid to the said *C.* her Executors and Administrators; then, &c. — or else, &c. —

Another, to pay a Sum of Money to an intended Wife, or to let her take her Thirds.

Whereas a Marriage, &c. (*recite as usual*) the Sum of — of lawful, &c. for her own proper Use and Maintenance, over and besides their wearing Apparel; or otherwise that she the said *D. P.* shall and may freely have, take and receive, one full and equal third Part of all such Monies, Goods, Chattels and Personal Estate whatsoever, of or belonging to the said *R. W.* at the Time of his Decease, and all other Benefits and Advantages according to the Custom of the City of *London*, which she shall think fit to choose and take: **Now the Condition,** &c. that if the said intended Marriage shall take Effect, &c. then if the said *D. P.* shall receive and be paid by the Heirs, Executors or Administrators of the said *D. P.* the said Sum of — over and above, &c. and shall be permitted by them to take and enjoy to her own proper Use, within — after the Decease of the said *R. W.* out of the Estate Real and Personal, which he shall die seised or possessed of, or shall truly belong to him at his Decease; **Or otherwise** if the Heirs, Executors or Administrators of the said *R. W.* do and shall pay and deliver unto, and permit and suffer the said *D. P.* to have, take, receive and enjoy the one full and equal third Part (the whole into three equal Parts being divided) of all such Monies, Debts, Goods, Chattels and Personal Estate whatsoever, which the said *R. W.* or any others in Trust for him shall be possessed of, or which shall truly belong to him at his Decease, and all other Benefits and Advantages to her belonging according to the Usage and Custom of the City of *London*, which of them she shall think fit to have and take, and for that Purpose shall declare by Writing under her Hand, within — after the Decease of the said *R. W.* without any Fraud or Collusion, according to the true Meaning of these Presents; then, &c.

A Condition

A Condition to leave a Wife worth a Hundred Pounds.

The Condition, &c. That **Whereas** there is a Marriage intended shortly to be solemnized between the above bound R. C. and C. B. Daughter of W. B. late of C. in the County of S. deceased: **If**, after the said Marriage is solemnized, it happen that the said R. C. do die, and the said C. shall survive him, then if the said R. C. shall at the Time of his Death, leave unto the said C. the Sum of 100*l.* or the Value thereof in Goods and Chattels, to be freely taken, had, used and disposed of by her the said C. her, &c. at her and their own Wills and Pleasures, without any Claim, Trouble, Suit or Demand of, in or to the same, or any Part thereof, from or by the Executors, &c. of the said R. C. or of any other Person whatsoever; That then, &c.

From an intended Husband to leave his Wife a certain Sum of Money in case she survives him.

Whereas a Marriage is intended, &c. between the above bound S. S. and M. W. Spinster, one of the Daughters of J. W. Citizen and Woollen Draper of London: **And** whereas in Consideration of the said intended Marriage, and of a considerable Portion which the said S. S. will have with the said M. W. his intended Wife, he the said S. S. has agreed to leave the said M. at his Death, the Sum of 1200*l.* towards her Support in case she shall happen to survive him; but that the same is no Ways intended to bar her the said M. of any Right which she may hereafter have by the Custom of London, or by the Statute of Distribution of Intestate Estates, in case the said S. S. shall hereafter happen to die Intestate: **Now the Condition**, &c. that if the said Marriage shall take Effect and be solemnized, and the said S. S. shall happen to depart this Life, leaving the said M. him surviving; then if the Heirs, Executors or Administrators of the said S. S. shall and do well and truly pay, or cause to be paid unto the said M. W. her Executors or Administrators, within three Months next after the Decease of him the said S. S. the Sum of 1200*l.* of, &c. together with Interest for the same after the Rate of 5*l.* per Cent. per Ann. to be computed from the Decease of the said S. S. that then, &c.

To leave a Wife all his Estate.

Say as before to, leave the said M. at his Death — then say, **All** such Real and Personal Estate, &c. and after the Words him surviving, say, then if the said A. either before or at the Time of his Death, shall and do by some Deed or Deeds, or by his last Will and Testament in Writing to be by him duly executed, well and sufficiently convey, assure, devise and settle, unto and to the Use of the said B. her Heirs, Executors, Administrators and Assigns, all and every the Real and Personal Estates, which he the said A. at the Time of his Death, shall be any ways seised, possessed of, interested in, or intitled unto, without making any Gift, Devise or Bequest thereof, or any Part thereof, to any other Person or Persons whomsoever, (unless it be by and with the Consent of her the said B. the same to be signified by Writing under her Hand and Seal, and attested by two or more Witnesses); subject nevertheless to the Payment of all such Interest Debts, as he shall owe at the Time of his Death; then the said Obligation to be void, &c. or else, &c.

From an intended Husband, to leave his intended Wife a certain Sum of Money at his Decease if he leaves no Children, over and above other Provision made for her; and if he leaves Children, then a lesser Sum to the Wife and another Sum to the Children.

(A. B. to E. F)

Whereas a Marriage is intended, &c. between the above bound A. B. and C. D. Spinster, Daughter of G. D. &c. **And** whereas the said A. B. in Consideration of the said Marriage, and of the Sum of — the Monies of which he is to have and receive with the said C. his intended Wife, hath agreed, that if the said intended Marriage shall take Effect, and the said C. shall happen to survive him the said A. B. that then she the said C. shall have and receive out of the Estate Real or Personal of the said A. B. the Sum of — *l.* of, &c. (over and above what other Provision is likewise made for and towards the Maintenance of the said C.) in case there shall not be any Child or Children begotten between them then living; and

and in case there shall be any such Child or Children begotten between them then living, that then she the said C. shall have, receive and be paid out of his said Estate, the Sum of 150 l. of like Money; and that such Child or Children, or the Survivor or Survivors of them, shall have, receive and be paid out of his said Estate, the further Sum of 100 l. of like Money: **Now the Condition, &c.** that if the said intended Marriage shall take Effect, and the said C. shall happen to survive the said A. B. and there shall not be any Child or Children begotten between them, living at his Decease; then and in such Case, if the Heirs, &c. of the said A. B. shall and do within one Month after his Decease pay, or cause to be paid unto her the said C. his intended Wife, to and for her own proper Use, Benefit and Maintenance, (and over and above what other Provision is likewise made for or towards her Maintenance) the said Sum of 200 l. of, &c. within, &c. and if there shall be any Child or Children begotten between them, living at his Decease; then if the Heirs, &c. of the said A. B. shall and do well and truly pay, or cause to be paid unto the said C. to and for his own proper Use, Benefit and Maintenance, the said Sum of 150 l. of, &c. within, &c. over and above, &c. (as before) as aforesaid; and shall also pay, &c. the further Sum of 100 l. of like Money unto such Child, if but one; and unto and between such Children, and the Survivors of them equally, if more than one, of the Body of the said A. B. on the Body of the said C. his intended Wife to be begotten, which shall be living at his Decease, when and as soon as such Child or Children, or the Survivors of them shall attain the Age of 21 Years, being a Son or Sons, and the like Age or Marriage which shall first happen, being a Daughter or Daughters; then, &c.

From a Husband to leave two Thirds of his Estate to his Wife, if she survives him, and he leaves no Children; and if he leaves Children, then only one Third, and the Rest amongst the Children; and if the Wife dies in the Husband's Life-time, leaving Children, then two Thirds to such Children.

Whereas a Marriage is on, &c. had and solemnized between the above bound A. B. and C. F. the younger Daughter of the above named E. F. and in Consideration thereof, and towards a Marriage Portion of the said C. the said E. F. hath conveyed and assured, or agreed to convey and assure unto the said A. B. Lands and Premises in, &c. which by Agreement of the said Parties are reckoned and valued, and the said A. B. hath agreed to accept the same, at and for the Sum or Value of 100 l. as Part of the Portion of the said C. his Wife, and he the said A. B. is to have and receive the further Sum of 200 l. of, &c. out of such Debts owing to the said E. F. in, &c. and elsewhere in, &c. by Virtue of a Power for that Purpose given or to be given to the said A. B. by the said E. F. which said 200 l. together with the said 800 l. for which the said Lands are so conveyed or to be conveyed, is the full Sum agreed to be given by the said E. F. for the Portion of the said C. his Daughter, and which is declared and so accepted by the said A. B. to be for and in full of her said Portion, and of her Child's Part and Share, of, in and to the Personal Estate of the said E. F. (by the Custom of London, or otherwise howsoever); and in Consideration thereof, and to the End some Provision may be made for the Maintenance of the said C. if she shall happen to survive the said A. B. and such Child or Children on her Body begotten by the said A. B. as shall be then living; or if she shall survive him, and have no Child or Children then living, he the said A. B. hath agreed, and doth hereby agree that she the said C. if she shall not have any Child or Children begotten by the said A. B. living at his Decease, shall have, receive and enjoy, to and for her own proper Use and Benefit, two full third Parts at the least; and if she shall survive the said A. B. and have one or more Child or Children begotten by the said A. B. living at the Decease of the said A. B. that then the said C. shall have, receive and enjoy, to and for her own proper Use and Benefit, one full third Part; and such Child or Children on her begotten by the said A. B. which shall be then living, shall have, receive and enjoy one other full third Part and Share; and if she shall depart this Life in the Life-time of the said A. B. and any such Child or Children on her begotten by the said A. B. shall be living at the Decease of the said A. B. then such Child or Children shall have, receive and enjoy two full and equal third Parts of all the Estate whatsoever and wheresoever, both Real and Personal, which the said A. B. or any other Person or Persons in Trust for him or for his Use, shall be seised or possessed of, or which shall belong to him at his Decease in any Manner of wife: **Now therefore the Condition, &c.** that if the said A. B. shall and do by any Deed or Deeds executed by him in his Life-time, or by his last Will and Testament, or by any other Ways or Means, well and sufficiently give, bequeath, devise, convey or assure, unto and for the proper Use and Benefit of the said C. his Wife, her Heirs, &c. for ever, if she shall survive the said A. B. and shall not have any Children by him begotten then living, two full and equal third Parts at the least; and if she shall have any Child or Children then living, then if the said

A. B. shall so give, &c. unto and for the proper Use of the said *C.* his Wife, her Heirs, &c. for ever as aforesaid, one full third Part; and unto and to the Use of such Child or Children on her begotten by the said *A. B.* then living, his, her and their Heirs, &c. one other full third Part at the least; and if she shall depart this Life in the Life-time of the said *A. B.* and any such Child or Children on her begotten by the said *A. B.* shall be living at the Decease of the said *A. B.* then if the said *A. B.* shall so give, &c. unto or for the proper Uses of all such Child or Children, his, her and their Heirs, &c. two full and equal third Parts of all and every such Messuages, &c. and other the Estate whatsoever and wheresoever, both Real and Personal, (the whole being in three equal Parts divided) which he the said *A. B.* or any other Person or Persons in Trust for him, or for his Use, shall be seised or possessed of, or which shall any ways belong to him at the Time of his Decease; And if the Heirs, &c. of the said *A. B.* shall and do well and truly pay unto, or permit and suffer her the said *C.* if she shall survive the said *A. B.* her Heirs, &c. and such Child or Children on her begotten by the said *A. B.* which shall or may be then living, or which shall be living at the Decease of the said *A. B.* in case the said *C.* shall die in the Life-time of the said *A. B.* to have and take her, his, their and every of their Parts and Shares of all the said Real and Personal Estate, of or belonging to the said *A. B.* at his Decease as aforesaid, in such Manner as is herein before mentioned and expressed, without any Let, &c. of or by them, or any of them, or of or by any other Person or Persons, by or through their, or any of their Means, Consent, Default, Privy or Procurement, according to and in Pursuance of the said Agreement of the said Parties, and the true Intent and Meaning of these Presents; then, &c.

From a Husband to leave his Wife a Sum of Money at his Decease, to be at her own Disposal, and to leave another Sum to be put out for her to have the Interest during her Life, and for her to have the Use of Household Furniture during her Life.

(*A. B.* to *E. F.*)

Whereas a Marriage hath been lately had and solemnized between the said *A. B.* and *C. F.* Sister of the above named *E. F.* And whereas the said *A. B.* in Consideration of the said Marriage, and of the Sum of Money which he hath had and received, or is to have and receive as the Portion of the said *C. F.* his now Wife, and for making a Provision for her Maintenance and Livelihood in case she shall happen to survive him, did before the Solemnization of the said Marriage promise and agree, that if the said *C.* shall survive him the said *A. B.* she shall have, receive and be paid out of his said Estate Real or Personal, the Sum of 500 *l.* to and for her own proper Use, and to be disposed of as she shall think fit; and shall also have and receive to her own Use, the Interest or Profits of the further Sum of 500 *l.* of the Estate of the said *A. B.* and likewise have the Use and Wearing of all his Household-Goods and Furniture during her natural Life; and that for making good the Payment of the said Monies, in case of such the Decease of the said *A. B.* in the Life-time of the said *C.* his Wife, his Executors, &c. shall within — after his Decease pay the Sum of 1000 *l.* according to the said Agreement, and for that Purpose herein after expressed and declared: **Now the Condition, &c.** That if the said *C.* now Wife of the said *A. B.* shall happen to survive him the said *A. B.* then and in such Case if the Heirs, &c. of the said *A. B.* shall and do within — after his Decease well and truly pay, &c. unto the said *C.* now Wife of the said *A. B.* the Sum of 500 *l.* of, &c. to and for her own proper Use and Benefit, and to be at her own free and absolute Disposal, without any Manner of Account to be given for or concerning the same; and shall and do also within the said — after the Decease of the said *A. B.* pay, &c. unto the said *E. F.* his, &c. the further Sum of 500 *l.* of like Money, to the Intent and Purpose that the said *E. F.* his, &c. shall and do lend and place at Interest the said last mentioned Sum of 500 *l.* on such Security or Securities publick or private, or buy therewith Stock in the Bank of *England*, or in the *South-Sea* Company, as he shall think fit; and shall and do pay unto, or permit and suffer the said *C.* and her Assigns, to have and receive all the growing Interest and Profits of the said last mentioned 500 *l.* to and for her own proper Use and Benefit, and for her better Livelihood and Maintenance during her natural Life, without being accountable or answerable with or for any Loss that shall or may happen to or of all or any Part of the said 500 *l.* by Failure of any Security on which the same or any Part thereof shall be lent, or of the Stock that shall be bought therewith, or with any Part thereof, which it is hereby declared the said *E. F.* his, &c. shall not in such Case be any ways chargeable with or for as aforesaid; and that immediately after the Decease of the said *C.* the said *E. F.* his, &c. shall and do pay the said last mentioned Sum of 500 *l.* or assign and transfer such Security or Securities, or Stock, on which the same or any Part thereof shall be then lent at Interest, or which shall be bought therewith, or with any Part thereof, unto the Executors or Administrators of the said *A. B.* or to such other Person or Persons

Persons as he by his last Will and Testament in Writing, or any other Writing under his Hand and Seal, testified by two or more credible Witnesses, shall direct and appoint; and also if the said C. now Wife of the said A. B. shall happen to survive him the said A. B. in such Case, if from and after such the Decease of the said A. B. she the said C. shall and do, for and during her natural Life, peaceably and quietly enjoy and have the free Use and Wearing of all and singular the Household Goods and Furniture which the said A. B. shall be possessed of, or which shall belong to him at his Decease, without any Let, Hindrance or Interruption of or by the Heirs, &c. of the said A. B. or any other Person or Persons claiming by, from or under him, them, or any of them, or by or through his, their or any of their Means, Act, Privity or Procurement; then, &c.

For Re-payment of a Sum of Money paid to a Husband on Marriage as Part of his Wife's Portion, (the other Part being settled to Uses) which Sum is to be re-paid by the Executors of the Husband after his Death, and is to be applied to Uses, &c.

Whereas by Articles of Agreement Tripartite, bearing even Date herewith, made Between P. W. of, &c. of the first Part, the above bound M. J. of the second Part, and the above named J. J. J. W. and J. C. of the third Part, (Reciting therein, (amongst other Things) that a Marriage is intended, &c. between the said M. J. and the said P. W.) the Sum of 1000*l.* (Part of the 1500*l.* Portion of her the said P. and therein mentioned to be paid and deposited into the Hands of the said J. W.) and the Interest and Produce thereof, Is by all the said Parties thereto agreed and declared to be by them the Trustees paid, applied and disposed of, upon the several Trusts, Intents and Purposes, and with and under such Powers as in the said Articles are mentioned, expressed and declared of and concerning the same; and as to the Sum of 500*l.* (Residue of the said 1500*l.* Portion) the same is by the said Articles agreed to be paid to the said M. J. on the Day of the said Marriage, he giving this his Bond for Repayment thereof, in such Manner and subject as herein after is mentioned and expressed: **Now the Condition, &c.** That if the Heirs, Executors or Administrators of the said M. J. shall and do within three Kalendar Months next after the Decease of him the said M. J. well and truly pay or cause to be paid the said Sum of 500*l.* of, &c. unto them the said J. J. J. W. and J. C. or the Survivors or Survivor of them, his Executors, Administrators or Assigns, (which Sum of 500*l.* and the Interest and Produce thereof, from and after the same shall become payable, shall be subject and liable to such Trust and Trusts, and with and under such Power and Powers in the said Trustees, as are mentioned, expressed and declared of and concerning the said Sum of 1000*l.* after the Death of the said M. J. in and by the said recited Articles); then, &c.

For a Husband to leave Money at his Death for the Wife's Use, (exclusive of her Jointure) with several Provisions in Case of Children, &c.

Whereas there is a Marriage agreed upon and intended shortly, by the Permission of Marriage intended. God, to be had and solemnized between the above bounden R. B. and A. B. Spinster, (Sister of the above named H. B. and T. B.) with whom the said R. B. will have and receive Portion. the Sum of 1350*l.* of, &c. as and for her Marriage Portion: **And whereas** in Consideration Settlement of of the said intended Marriage, A certain Messuage, &c. of the said R. B. situate, &c. in Jointure. and by certain Indentures of Lease and Release, the Release being Tripartite and bearing even Date with these Presents, and made or mentioned to be made Between the said R. B. of the first Part, the said A. B. of the second Part, and the said H. B. T. B. and J. A. Gent. and H. C. Gent. of the third Part, Are settled, limited or declared, to or to the Use of the said A. B. for her Life, for or in the Nature of her Jointure, If after the said Marriage she shall happen to survive the said R. B. her intended Husband, And to and for such other Uses, upon the Trusts, and by and under the Provisoes and Agreements therein contained, as in and by the said Indentures, Relation, &c. **And whereas,** to the End that a further Provision and Maintenance may be had and made to and for the said A. B. and her Issue by the said R. B. in Case she shall happen to survive and over-live the said R. B. her intended Husband, but not otherwise, the said R. B. in Consideration of the said intended Marriage and Marriage Portion aforesaid, hath agreed to give and leave the Principal and intire Sum of 500*l.* at the Time of his Decease, in Manner herein after mentioned: **Now the Condition, &c.** That In Case the said Marriage shall take Effect, and the said A. B. shall survive the said R. B. also if any Child or Children of her Body by the said R. B. begotten, or any Issue of such Child or Children shall happen to survive or overlive him the said R. B. or be born after his Decease,

Decease, **Then** if the Heirs, Executors or Administrators of the said *R. B.* do and shall within one Month next after the Decease of the said *R. B.* well and truly pay or cause to be paid unto the said *H. B.* and *T. B.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, the full and intire Sum of 500 *l.* of, &c. upon the Trusts, and to and for the Intents and Purposes hereafter mentioned and declared for and concerning the same, (that is to say) In Case there shall be no Child or Children of the Body of the said *A. B.* by the said *R. B.* begotten, nor the Issue of any such Child or Children living at the Time of his Decease, or born afterwards; or in Case there shall be such Child or Children, or the Issue of such Child or Children, either living at the Time of the Decease of the said *R. B.* or born after his Decease, and there shall afterwards happen to be no such Child, nor the Issue of any such Child, living at the Time of the Death of the said *A. B.* then that they the said *H. B.* and *T. B.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, shall pay over the said Sum of 500 *l.* to the said *A. B.* to and for her own Use, and to be at her own free Will and Disposal: **But in Case** there shall be any Child or Children of the Body of the said *A. B.* by the said *R. B.* begotten, or the Issue of such Child or Children living at the Time of his Decease, or born afterwards, then in Trust that they the said *H. B.* and *T. B.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, shall and will, as soon as may be after the Receipt thereof, place the said 500 *l.* out at Interest upon the best Security or Securites that can or may be by him or them had or procured for the same, or otherwise vest the same in the Purchase of Lands in Fee-simple, or for Life or Lives, or Term or Terms of Years, in such Manner as he or they shall think most beneficial or convenient; and that they the said *H. B.* and *T. B.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, shall and will permit and suffer the said *A. B.* to receive and take the Interest, Benefit and Proceed of the said 500 *l.* or the Rents and Profits of the Lands purchased therewith, and for and during the Term of the natural Life of the said *A. B.* and from and immediately after the Decease of the said *A. B.* so surviving the said *R. B.* as aforesaid, they the said *H. B.* and *T. B.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, shall and will pay and dispose of the said 500 *l.* or assign and convey the Lands purchased therewith, or the Security had or taken for the same, to and amongst all and every the Child or Children of the Body of the said *A. B.* by the said *R. B.* begotten, which shall be living at the Time of the Decease of the said *A. B.* and the Issue of such Child or Children of the said *R. B.* and *A. B.* or Children as shall be dead at the Time of the Decease of the said *A. B.* Share and Share alike, such Issue taking only as much as the respective Father or Mother, if alive at the Death of the said *A. B.* would have taken; and if no such Child or Children, nor any Issue of such Child or Children shall be then living, then to the Executors, Administrators or Assigns of the said *A. B.* and then this Obligation to be void, and also to be void in Case the said *R. B.* shall survive the said *A. B.* in Case there shall be no Child or Children of the Body of the said *A. B.* by the said *R. B.* begotten, nor the Issue of any such Child or Children living at the Time of his Decease, or born afterwards; or in Case there shall be such Child or Children, or the Issue of such Child or Children, either living at the Time of the Decease of the said *R. B.* or born after his Decease, and there shall afterwards happen to be no such Child, nor the Issue of any such Child, living at the Time of the Death of the said *A. B.* **Then** that they the said *H. B.* and *T. B.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, shall pay over the said Sum of 500 *l.* to the said *A. B.* to and for her own Use, and to be at her own free Will and Disposal: **But in Case** there shall be any Child or Children of the Body of the said *A. B.* by the said *R. B.* begotten, or the Issue of such Child or Children living at the Time of his Decease, or born afterwards, **Then** in Trust that they the said *H. B.* and *T. B.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, shall and will, as soon as may be after the Receipt thereof, place the said 500 *l.* out at Interest upon the best Security or Securities that can or may be by him or them had or procured for the same, or otherwise vest the same in the Purchase of Lands in Fee-simple, or for Life or Lives, or Term or Terms of Years, in such Manner as he or they shall think most beneficial or convenient; **And that** they the said *H. B.* and *T. B.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, shall and will permit and suffer the said *A. B.* to have, receive and take the Interest, Benefit and Proceed of the said 500 *l.* or the Rents and Profits of the Lands purchased therewith, for and during the Term of the natural Life of the said *A. B.* and from and immediately after the Decease of the said *A. B.* so surviving the said *R. B.* as aforesaid, they the said *H. B.* and *T. B.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, shall and will pay and dispose of the said 500 *l.* or assign and convey the Lands purchased therewith, or the Securities had or taken for the same, to and amongst all and every the Child or Children of the Body of the said *A. B.* by the said *R. B.* begotten, which shall be living at the Time of the Decease of the said *A. B.* and the Issue of such Child or Children of the said *R. B.* and *A. B.* or Children as shall be dead at the

the Time of the Decease of the said *A. B.* Share and Share alike, such Issue taking only so much as the respective Father or Mother, if alive at the Death of the said *A. B.* would have taken; and if no such Child or Children, or any Issue of such Child or Children shall be then living, then to the Executors, Administrators or Assigns of the said *A. B.* and then this Obligation to be void, and also to be void in Case the said *R. B.* shall survive the said *A. B.* otherwise to remain in full Force.

That the Obligor shall suffer his intended Wife to make a Will. (a)

Whereas a Marriage is intended to be shortly had and solemnized between the above bound *L. R.* and one *M. W.* **Now the Condition, &c.** That if after the said intended Marriage shall be had and solemnized between the said *L. R.* and *M. W.* the said *L. R.* shall and do quietly permit and suffer the said *M. W.* in due Form of Law, to sign, seal, publish and declare her last Will and Testament in Writing, and in and by the same to give, will and bequeath, or otherwise dispose of at her free Will and Pleasure, unto and amongst her Kindred, and Friends and Acquaintance, or any of them, as to her shall seem meet and convenient, the Sum of, &c. **And further,** in Case of the said *L. R.*'s surviving the said *M. W.* if the said *L. R.* his Heirs, Executors or Administrators, or any of them, upon reasonable Request to him or them in that Behalf to be made, by any such Person or Persons to whom the said *M. W.* shall give, will and bequeath any such Sum or Sums of Money, not exceeding in the Whole the said Sum of — or the Value thereof, shall well and truly pay, or cause to be paid, all and every such Sum and Sums of Money so to be given, willed or bequeathed as aforesaid, by the said *M. W.* in such Manner as shall be by her appointed; then, &c.

Another.

Whereas a Marriage is intended, &c. between the above bound *A.* and *C.* of, &c. **And whereas** the said *A.* hath agreed, and doth hereby agree, that in Consideration of the Monies, &c. belonging to, and which the said *C.* is possessed of, and will come or belong to the said *A.* by the said Marriage, when the same shall be solemnized, she the said *C.* in Case she shall depart this Life in the Life-time of him the said *A.* shall and may by any Writing under her Hand and Seal, or by her last Will and Testament in Writing, or any other Writing purporting her last Will, to be by her signed, sealed and executed in the presence of, and attested by, two or more credible Witnesses, give, dispose, order, direct and appoint the Sum of 100*l.* of, &c. or any Part of the said Sum; and likewise the — Part of the Goods now belonging to the said *C.* to such Person or Persons, for such Uses and Purposes, and in such Manner as she the said *C.* by such Writing, or by her last Will and Testament in Writing, or other Writing purporting her last Will, to be by her signed, sealed, executed and attested as aforesaid, give, &c. or any Part thereof; and he the said *A.* hath also agreed, that he, his Heirs, &c. will duly pay the said Sum of 100*l.* or such Part thereof which she shall so give and dispose, order and appoint to be paid; and will likewise deliver the same — according to such her Disposition, Order or Appointment of or concerning the same: **Now the Condition, &c.** That if the said intended Marriage shall take Effect, and the said *C.* shall happen to depart this Life in the Life-time of the said *A.* her intended Husband, then and in such Case, if the said *A.* his Heirs, &c. shall and do, within twelve Months next after such the Decease of the said *C.* his intended Wife, well and truly pay, or cause to be paid, all or such Part of the said Sum of 100*l.* and shall likewise deliver the said — to such Person or Persons, for such Purposes and in such Manner, according as she the said *C.* his intended Wife, by any Writing under her Hand and Seal, or by her last Will and Testament in Writing, or any other Writing purporting her last Will, to be by her signed and sealed in the Presence of, and attested, by two or more credible Witnesses, shall, notwithstanding her Coverture, give, &c. the same, according to the true Intent and Meaning of the said Parties, and of these Presents; then, &c.

(a) Note: The Obligation must be from the intended Husband to a Friend of the intended Wife.

A Bond from the intended Husband to a Trustee for the intended Wife, whereby she is impowered to keep and dispose, by Deed or Will, of Part of her Fortune to separate Uses notwithstanding her intended Coverture.

Recitals, viz. **W**hereas a Marriage, by Divine Permission, is forthwith intended to be had and solemnized between the said *R. P.* and *E. L.* of the Parish of, &c. Widow: **And** whereas the said *E. L.* now is possessed of, interested in or intitled unto a considerable Personal Estate, consisting in ready Monies, Debts or Securities for Monies, Rings, Plate, Goods, Chattels and other Things, amounting in the Whole to the Sum or Value of — or thereabouts, (over and besides a considerable Real Estate in Reversion): **And** whereas, previous to the said intended Marriage, it has been agreed by and between the said *R. P.* and *E. L.* his intended Wife, that (in Case the said intended Marriage shall take Effect) the Sum of 700*l.* (Part of the now present Estate or Fortune of her the said *E. L.* notwithstanding such her intended Coverture) shall go and be to and for her sole and separate Use and Disposal, in such Manner as herein after is for that Purpose mentioned and expressed; and that the Residue of the Personal Estate of her the said *E. L.* shall go and be to and for the only Benefit of the said *R. P.* (which is by him the said *R. P.* hereby agreed and accepted in full of her present Portion or Fortune): **Now the Condition** of the above written Obligation is such, that (in Case the said intended Marriage take Effect) if the said *R. P.* his Executors and Administrators, do and shall permit and suffer the said *E. L.* to receive and take out of the above-mentioned Sum — the full Sum of 700*l.* and to pay the same into the Hands of the above-named *J. L.* or of any other Trustee as she shall appoint, in Trust to be by him or them placed out in Government or other sufficient Securities, either Real or Personal, with the Consent of her the said *E. L.* during her Life, and to pay the Interest, Produce and Profits thereof to the said *E. L.* during her Life; and also do and shall permit her the said *E. L.* to receive all such Interest and Produce to and for her sole and separate Use and Disposal during her intended Coverture, and as if she were a Feme Sole, (and the same not to be subject to the Controul, Disposition, Debts or Incumbrance of the said *R. P.*) in such Manner as she shall think fit; and also if he the said *R. P.* shall permit his Name to be made use of in any Action or Suit by any Trustee of her the said *E. L.* without releasing or discharging the same, for the Recovery and Receipt of the said 700*l.* Trust Monies and Premises for the sole Use of her the said *E. L.* **And** also, that in Case the said *E. L.* at any Time during the said intended Coverture, shall by any Deed or Will, to be by her duly executed in the Presence of three Witnesses, (which Deed or Will she the said *E. L.* notwithstanding such her intended Coverture, is hereby enabled and impowered to make) give and dispose of the said Sum of 700*l.* or any Part thereof, to any Person or Persons, to and for such Intents and Purposes as she the said *E. L.* shall think fit; then if he the said *R. P.* his Executors and Administrators, shall permit and suffer the said Sum of 700*l.* or so much thereof as shall be by her so disposed of, to be peaceably and quietly held and enjoyed by such Person or Persons to whom the same by such Deed or Will shall be by her the said *E. L.* so given as aforesaid, according to the true Intent and Meaning thereof, and that without any Manner of Let, Suit, Trouble, Interruption or Disturbance whatsoever, either at Law or in Equity, of or by him the said *R. P.* his Executors or Administrators, or of or by any other Person or Persons whomsoever claiming or to claim the same, by, from or under him, them, or any of them, (and the said *J. L.* his Executors and Assigns, or such other Person or Persons who shall act in the Trusts aforesaid, being first reimbursed out of the said Trust Monies all his and their Costs and Charges in the Management thereof, if any such shall be); then, &c.

For the intended Husband to permit his intended Wife, if she survives, to have her Widow's Share of his Estate, according to the ancient Custom of London, notwithstanding the Statute concerning such Custom.

Whereas by an Act of Parliament made and passed in the 11th Year of the Reign of his late Majesty King George the First, intituled, An Act for regulating Elections within the City of London, and for preserving the Peace, good Order and Government of the said City, it is thereby (amongst other Things) enacted, to the Effect as follows, viz. That it should and might be lawful for any Person free of the said City, to give, devise and dispose of his Personal Estate to such Person and Persons, and to such Use and Uses, as he should think fit; any Custom or Usage of or in the said City, or any By-Law or Ordinance made or observed within the same, to the contrary thereof in any wise notwithstanding. Provided, and so as if any such Person, free

free of the said City, should by any Writing made under his Hand before Marriage, agree that his Personal Estate should be subject to, or be distributable according to the Custom of the said City, in such Manner as in the said Act mentioned, as in and by the said Act, Relation, &c. And whereas a Marriage is intended, &c. to be forthwith had and solemnized by and between the above bound J. H. and A. B. Spinster, one of the Daughters of J. B. of, &c. and Sister of the above named J. B. By Virtue of which Marriage he the said J. H. on or before the Solemnization, will have and receive from the said J. B. the Father, in Money, or otherwise, a considerable Portion: And whereas previous to and before the Solemnization of the said Marriage, and in Consideration thereof, and of such Marriage, he the said J. H. being a Freeman of the City of London, hath agreed, and by this his Writing doth agree, and doth hereby absolutely relinquish, waive and renounce unto her the said B. his intended Wife, all Power, Benefit and Advantage whatsoever, which he the said J. B. by Virtue of the said in Part recited Act, can or may have or claim to the Disposal, by Will or otherwise, of any Part of the Estate which he shall die possessed of, from the said B. his intended Wife: And he the said A. for the Considerations aforesaid, doth hereby further agree, that in Case the said Marriage shall take Effect, and she the said B. shall survive him, that then and in such Case she the said B. her Executors and Assigns, shall from thenceforth be intitled to, and be answered and paid out of the clear Estate as he the said A. shall die possessed of, all such her Customary Part thereof, in such Manner as herein after is mentioned; any Thing in the said Act contained to the contrary thereof in any wise notwithstanding: Now the Condition, &c. That if the said intended Marriage shall take Effect, and he the said A. shall happen to depart this Life, leaving the said B. him surviving, then if the Heirs, Executors or Administrators of the said A. shall and do at all Times from and after the Death of the said W. H. permit and suffer her the said B. her Executors, Administrators and Assigns, to have, receive and take to and for her and their own Use, Benefit and Disposal, all her full Customary Part or Parts, or Share, of and in all such Estate as he the said A. shall die possessed of, and that according to the ancient Custom of the said City of London used and accustomed, or as the Widows of Freemen of the same City at any Time before the making of the said in Part recited Act were intitled unto and accustomed to have and receive; that then, &c.

XXII. Conditions of Bonds of Indemnity.

To one bound for the Obligor in a Bond for Payment of Money.

Whereas the above named A. B. at the special Instance and Request (and for the only Debt) of the above bounden C. D. together with him the said C. D. is in and by one Bond or Obligation, bearing equal Date with the above written Obligation, held and firmly bound unto E. F. of — Gent. in the penal Sum of — l. of lawful Money of Great Britain, conditioned for the Payment of the Sum of — with Interest for the same after the Rate of 5 l. per Cent. per Ann. on — next ensuing the Date of the said recited Obligation, as in and by the said recited Obligation and Condition thereof may more fully appear, (Or the Condition may be recited thus, That if the said, &c. see Tit. Recital): Now the Condition of this Obligation is such, That if the said C. D. his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said E. F. his Executors, Administrators or Assigns, the said Sum of — with Interest for the same after the Rate of 5 l. per Cent. per Ann. as aforesaid, on the — Day of — next ensuing the Date of the said recited Obligation, (If the Bond is made payable at several Times, say, On the several Days and Times limited in the said recited Condition), according to the true Intent and Meaning thereof, and in full Discharge and Satisfaction of the said recited Obligation; and if he the said C. D. his Heirs, Executors or Administrators, shall also from Time to Time, and at all Times hereafter, save harmless and indemnify him the said E. F. his Executors and Administrators, and his and their Goods and Chattels, of and from all Damages, Sums of Money, and Costs and Charges, which he, they, or any of them, shall or may at any Time hereafter be put unto by reason of the said A. B.'s being bound with the said C. D. for the Payment of the Sum of Money and Interest aforesaid; then, &c. — or else, &c.

To one bound in ten several Bonds to pay Money.

Whereas the above named A. at the special Instance and Request, and for the only proper Debt of the above named B. is and standeth jointly and severally bound together with the said B. unto C. of, &c. by ten several Bonds or Obligations under their Hands and Seals, dated the — Day of — Anno Dom. 17 — each of them in the Sum or Penalty of

of — l. with Condition thereunder respectively written for Payment of the respective Sums, on the several Days and Times following, (that is to say) One of them for Payment of — on the — Day of — which then would be in the Year of our Lord 17 — one other of them for Payment of — on the — Day of — which will be, &c. (and so of the Rest) as by the said several recited Obligations and Conditions, Relation being, &c. **Now the Condition, &c.** That if the said B. his, &c. shall and do well and truly pay and satisfy the said several Sums of Money mentioned in, and which shall grow and become due and payable, according to the Conditions of the said several recited Obligations, on the respective Days and Times therein limited, and according to the true Intent and Meaning, and in full Discharge thereof, and of every of them; and shall likewise save, &c. the said A. her, &c. and her and their Lands, &c. of and from the said several recited Obligations, and all Monies therein, and in the Conditions thereof mentioned, and thereupon to grow due and payable; and from all Actions, &c. for or by reason thereof in any Manner of wise; then, &c.

To one bound for the Obligor in a Bond to indemnify the Parish from a Bastard.

Whereas the said A. B. and C. D. at the special Instance and Request of the above bounden E. F. by their Bond or Obligation, bearing Date, &c. became bound to the Churchwardens and Overseers of the Poor of the Parish of — in the County of — by their Names and Additions therein mentioned, in the Penalty of 100 l. upon Condition that, &c. (recite the Condition): **Now the Condition** of this Obligation is such, That if the above bounden E. F. his Heirs, Executors and Administrators, or some of them, do and shall from Time to Time, and at all Times hereafter, well and sufficiently save and keep harmless and indemnified the said A. B. and C. D. their Heirs, Executors and Administrators, and their and every of their Lands, Tenements, Goods and Chattels, of and from the said Bond or Obligation, and all Sums of Money therein and in the Condition thereof mentioned, and thereupon due or to grow due or payable, and of and from all Actions, Suits, Costs, Charges; Payments, Damages and Demands, which either or any of them shall or may pay, sustain or be put unto for or by Reason thereof, or in any wise howsoever, and shall and will well and truly pay the same unto the said A. B. and C. D. their or one of their Heirs, Executors or Administrators; then this Obligation to be void, &c.

To one bound for the Obligor in a Bail-Bond upon a Capi Corpus.

— Bound unto J. K. Esq; Sheriff of the County of — in the Penal Sum of — conditioned for the Appearance of the said A. B. before — at Westminster, on — next, to answer C. D. in a Plea of — as in and by the said recited Obligation and Condition thereof may more fully appear: **Now, &c.** — that if the above bound A. B. shall appear according to the Condition of the said Bond to the Sheriff, and as the Law in such Case requires; and if, &c. by Reason of his the said E. F.'s being bound for the Appearance of the said A. B. as aforesaid; then, &c. — or else, &c. —

To indemnify on Account of being Bail to an Outlawry.

Whereas upon the late Reversal of an Outlawry in his Majesty's Court of King's Bench at Westminster, against the above bound E. P. at the Suit of A. A. Gent. E. P. and R. W. Gent. (at the Request of the above named R. H. and for and on the Account of the said E. P.) by their Recognisance bearing Date — now are and stand bound to — in the Sum of 80 l. a-piece, for his the said E. P.'s personally appearing in the said Court as of Hilary or Easter Term now next ensuing, to defend any new Original that shall or may be brought by the said A. A. against him the said E. P. in either of the same Terms; and in case of his not so appearing for so doing, and paying all Costs and Charges which shall be given or recovered against him touching the same; then they the said E. P. and R. W. will be liable to pay the same, in such Manner as in the said Recognisance is mentioned: **And whereas** the said R. S. by his Bond or Obligation, bearing Date the — Day of this Instant, (at the Request, and for and on the Account of the said E. P.) is and stands bound unto the said E. P. and R. W. in the Sum of — of, &c. with Condition thereunder written, (reciting therein as herein before is recited, or to the like Effect, that if the said R. H. his Heirs, Executors and Administrators, shall and do at all Times well and sufficiently save harmless and indemnified the said E. P. and R. W. their Heirs, Executors and Administrators, and their and every of their Real and Personal Estates, as well of and from all Costs, Charges, Damages and Expences, as also

of and from all Actions and Suits whatsoever touching the same, which shall or may happen, arise, fall or be recovered against them, any or either of them, for or by Reason of their being Bail for the said *E. P.* as aforesaid, in Manner as in the said Bond is mentioned; then the same Bond to be void, otherwise to remain in full Force, as by the said in Part recited Recognition and Bond, &c. **Now the Condition, &c.** that if the said *E. P.* his Heirs, &c. shall and do pay all such Monies, Costs, Charges and Expences, as shall or may fall, arise, happen or be recovered against the said *E. P.* and *R. W.* their Executors and Administrators, and also of and from all Actions and Suits whatsoever, which shall or may be brought against them, or any of them, touching their being Bail for the said *E. P.* as aforesaid; and also if he the said *E. P.* his Heirs, &c. shall and do at all Times hereafter, save, keep harmless and indemnified, as well them the said *E. P.* and *R. W.* as also the said *R. H.* and each and every of them, their, each and every of their Executors and Administrators, and their and every of their Real and Personal Estates, of and from all Costs, Charges and Damages whatsoever, which they or any of them shall or may pay or sustain, for or by Reason of them the said *E. P.* and *R. W.* being such Bail, or of his the said *R. H.* giving them such Bond of Indemnity on Account thereof, in Manner as aforesaid; then, &c.

To indemnify on Account of being Bail to a Writ of Error.

Whereas a Verdict in Ejectment was obtained in his Majesty's Court of Common Pleas against the above named *E. L. N. J. R.* and *J. L. N.* as Defendants upon the Demise of *J. N. Gent.* as Plaintiff at the last Summer Assizes held for the County of *N.* **And whereas** the said Defendants have since brought their Writ of Error upon the Judgment in Ejectment, to which Bail being required to answer the mean Profits of the Lands and Premises thereby recovered, the said *E. L. N.* together with — are become Bail to the said Writ of Error, and are thereby liable to answer and make good all the Rents and Profits of the said Lands and Premises so recovered as aforesaid: **And whereas** previous to and before the giving such Bail as aforesaid, he the said *J. R.* proposed and agreed to indemnify the said *E. L. N.* of and from the same, so far as concerned his the said *J. R.*'s Interest in the said Lands and Premises so recovered, in such Manner as herein after mentioned: **Now the Condition** of the above written Obligation is such, that if the above bound *J. R.* his Heirs, Executors and Administrators, some or one of them, shall and do from Time to Time, and at all Times hereafter, at his and their own proper Costs and Charges, well and sufficiently save, keep harmless and indemnified, as well the said *E. L. N.* his Heirs, Executors and Administrators, as also his and their Real and Personal Estates, of, from and against all and all Manner of Actions, Suits, Judgments, Executions, Costs, Charges, Damages and Expences whatsoever, which shall or may at any Time hereafter fall, arise, happen or come to him, them or any of them, for, by Reason or on Account of his the said *E. L. N.* being one of the Bail to the said Writ of Error as aforesaid, or otherwise howsoever, touching or concerning the same: **Provided nevertheless,** and it is hereby agreed and declared, that the same shall extend no farther than only so far as relates to the Interest of him the said *J. R.* in the Premises so recovered as aforesaid, and of his being one of the Defendants therein, and as to his Costs, Charges and Damages thereby sustained; then the above written Obligation shall be void, &c.

To indemnify on being Bail to the Action, and also on a Writ of Error after the Judgment.

Whereas the above named *W. E.* at the special Instance and Request of the above bound *S. R.* did in or about *Michaelmas* Term last past, become Bail for me the said *S. R.* in his Majesty's Court of King's Bench at *Westminster*, to an Action brought against me the said *S.* at the Suit of *A. B.* who, on the Prosecution of the said Action, hath this present *Easter* Term obtained a Judgment against me the said *S.* upon which said Judgment, the said *S. R.* having brought a Writ of Error, he the said *W. E.* is also together with *Mr. P. P.* of *London*, Merchant, become Bail for me the said *S.* thereto or thereupon, as by the Record thereof may appear: **Now the Condition** of this Obligation is such, that if the above bound *S. R.* his Heirs, Executors or Administrators, do and shall well and truly satisfy, content, pay and discharge the said Recovery, together with the Costs and Charges thereupon assessed or taxed, or hereafter to be assessed or taxed, in case the said Judgment shall be affirmed against me the said *S. R.* **And also** that if the above bound *S.* do and shall from Time to Time, and at all Times hereafter, well and sufficiently save, defend and keep harmless and indemnified him the said *W. E.* his Executors and Administrators, and his and their Goods or Chattels, for or by

Reason of his becoming severally Bail as aforesaid, as well to the said Action, as on the said Writ of Error as aforesaid; that then, &c.

To indemnify against a Recognisance in Chancery.

Whereas by an Order made in the High Court of Chancery, on or about the eighth Day of December last past, in a Cause wherein the above bound S. R. is Plaintiff, against one J. B. and others, Defendants, it was in and thereby ordered, that the said S. should with Surety or Sureties enter into a Recognisance of 200 l. to abide the Order of the said Court on hearing of the said Cause, as by the said Order, amongst other Things, may appear: **And whereas** the above named E. L. at the special Instance and Request of him the said S. and together with him the said S. pursuant to the said Order, hath entered into such a Recognisance of 200 l. Penalty, as the said Order directed; as by the said Recognisance and Master's Report on the said Order made also may appear: **Now the Condition, &c.** that if the above bound S. R. his Executors or Administrators, do and shall from Time to Time, and at all Times hereafter, well and truly save, defend, and keep harmless and indemnified him the said E. L. his Executors and Administrators, his and their Lands, Tenements, Goods and Chattels, of and from all Trouble, Costs, Charges and Expences at Law and in Equity, and of and from all Damages whatsoever, that shall or may at any Time hereafter happen or accrue to him or them, for or by Reason of his entering into or acknowledging the said Recognisance with him the said S. as aforesaid; that then, &c.

Another.

Whereas the above named R. B. together with me R. C. at the special Instance and Request of the above bound T. L. and with him the said T. L. and for his own proper Concern, and on his Promise to save, defend, keep harmless and indemnified them the said R. B. and R. C. from all Damages, Costs, Trouble or Charge whatsoever, that might happen or accrue to them the said R. and R. their Executors or Administrators, either or any of them, for or by Reason of entering into the Recognisance herein after mentioned, have by their — Recognisance, bearing Date the twelfth Day of this Instant Month of August, taken by and before Sir J. H. one of the Masters of the High Court of Chancery, in Pursuance to an Order made on the Part of W. P. and M. his Wife, bearing Date the 14th Day of July last past, whereby the Guardianship of S. A. an Infant, and the Custody of her Estate were committed to the Custody of the above bound T. L. for which he is yearly to account before the said Sir J. H. did acknowledge themselves to owe unto the Right Honourable Sir J. T. Knt. Master of the Rolls, and Sir R. H. Knt. one other of the Masters of the said Court of Chancery, the Sum of 200 l. of, &c. the Condition of such Recognisance was to this Effect, viz. that the above bound T. L. should truly account for the Rents, Issues and Profits of the said Infant's Estate, which from Time to Time should come to his Hands before the said Sir J. H. according to the true Intent and Meaning of the said Orders, as by the said Recognisance and Condition may appear: **Now the Condition, &c.** that if the above bound T. L. his, &c. do or shall from Time to Time, and at all Times hereafter, save, defend and keep harmless and indemnified him the said R. B. his, &c. of and from all and all Manner of Trouble, Costs, Charges and Expences at Law or in Equity, and all Damages whatsoever, that shall or may at any Time hereafter happen or accrue to him or them, for or by Reason of his entering into or acknowledging the said Recognisance with him the said T. L. as aforesaid; that then, &c.

To indemnify a Person on his becoming Bail to an Action in the Poultry-Compter, London.

Whereas the above named A. at the special Instance and Request of the above bound B. on the Day of the Date above written, together with D. of, &c. became bound as Bail for the said B. to an Action entered against the said B. in the Poultry-Compter, London, for the Sum of — at the Suit of E. of, &c. **Now the Condition, &c.** that if the said B. and the above bound C. (one bound with him) their Heirs, &c. or either or any of them, do, &c. save, &c. the said A. his Heirs, &c. and their Lands, &c. of and from all Actions, &c. for or by Reason of his becoming bound or Bail for the said B. as aforesaid, in any Manner of wise; then, &c.

To indemnify the Bail in a Recognisance in the Admiralty Court, for a Captain of a Ship going a Privateering.

Whereas the above bound *A. B.* and *C.* at the Request, and for and on the Account of the above bound *D. E.* and *F.* on, &c. in the High Court of Admiralty of England, became Bail and obliged themselves, their, &c. to our abovesaid Sovereign Lord George the Second, by the Grace of God, King of Great Britain, &c. before the Reverend *G. H.* Doctor of Laws, Surrogate to the Honourable Sir *J. K.* Knt. Doctor of Laws, and Principal Com-missary of the High Court of Admiralty of England, in the Sum of — of, &c. Reciting that Whereas *L.* was authorised by Letters of Marque, or a Commission for a private Man of War to arm, equip and set forth to Sea the Ship called the *C.* Burthen about — Tons, whereof the said *L.* went Captain, with Men, Ordinance and Victuals, to set upon by Force of Arms, and to subdue, seize and take the Men of War, Ships, and other Vessels whatsoever, together with the Goods, Monies and Merchandises belonging to Spain, and other his Majesty's Enemies, excepting only within the Harbours or Roads within Shot of the Canon of Princes and States in Amity with his Majesty; And that the said *L.* had a Copy of Instructions, approved of and passed by his Majesty in Council delivered to govern himself therein; if therefore nothing were done by the said *L.* or any of his Officers, Mariners or Company, contrary to the true Meaning of the said Instructions, but that the said Commission and the said Instructions should in all Particulars be duly performed and observed, as far as should the said Ship, Captain and Company concern; and if they or any of them should give full Satisfaction for any Damage or Injury which should be done by them, or any of them, to his Majesty's Subjects or Allies, or Neuters, or their Subjects; And also if the said *L.* and his Officers and Mariners, should duly pay to his Majesty, or to such others as shall be by his Majesty authorised to receive the same, the just Tenths or Tenth Part, according to the due and legal Appraisement of all such Ships and Goods, as shall be by them, or any of them taken or seized, and should be by due Course of Law adjudged to be lawful Prize; and should also pay to or for his Majesty the usual Customs of and for all Ships and Goods, so as aforesaid taken and adjudged for Prize; And if the said *L.* should not take any Ship or Goods belonging to the Enemy, or otherwise liable to Confiscation, through Consent or clandestinely, by Virtue, Colour or Pretence of his said Commission, then the said Bail should be void, or to that Effect; And unless they should so do, they did thereby severally consent that Execution should issue forth against them, their Heirs, Executors and Administrators, Goods and Chattels, wheresoever the same shall be found to the Value of the said Sum of — as thereby, Relation being thereunto had, may at large appear: **Now the Condition,** &c. is such, that if the said *D. E.* and *F.* or any of them, their or any of their Heirs, &c. do and shall, &c. well and sufficiently save, &c. the said *A. B.* and *C.* and either and every of them, their and either and every of their Heirs, &c. and their, either and every of their Lands, &c. of and from the said Sum of — wherein they are and stand obliged as aforesaid, and all Actions, &c. which shall or may be commenced, &c. for or by Reason of their becoming bound or Bail as aforesaid, or for or by Reason of any Matter, Cause or Thing relating unto or concerning the same, in any Manner of wise; then, &c.

To one bound for the Obligor in a Bond for the Performance of Covenants.

— Conditioned for the true performing, observing, fulfilling, paying and keeping of all and every the Covenants, Grants, Articles, Clauses, Payments and Agreements, which are contained and specified in one Pair of Indentures of, &c. — as by the said Obligation and Condition thereof may more fully appear: **Now,** &c. — that if the said *C. D.* his Executors, Administrators or Assigns, and every of them, do and shall from Time to Time, and at all Times hereafter, well and sufficiently save and keep harmless and indemnified the said *A. B.* his Executors, Administrators and Assigns, and every of them, for, upon or by Reason of the said recited Obligation, or any Sum or Sums of Money therein contained; then, &c. — or else, &c.

From

From an Administratrix to indemnify one of her Security, to the Ordinary, on taking out Letters of Administration.

Whereas the above named J. G. at the Request of the above bound E. B. and together with her and R. A. of, &c. became bound to the Judge of the Prerogative Court of Canterbury, in the Penal Sum of 15000*l.* with such Condition as is mentioned in the Statute for the better distributing Intestates Estates, as by the said Bond and Condition may more fully appear: **Now the Condition** of this Obligation is such, that if the above bound E. B. her Heirs, Executors and Administrators, shall and do from Time to Time, and at all Times hereafter, well and sufficiently save, keep harmless and indemnified the above named J. G. his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, of, from and against all Damages, Costs, Charges and Expences which shall be occasioned by the said J. G.'s entering into the said Bond, or otherwise relating thereto; then, &c.

To indemnify one bound with a Person on his Admittance into one of the Inns of Court.

Whereas the above named A. at the Request of the above bound B. and C. by one Obligation, bearing Date, &c. became and stands jointly and severally bound with the said B. and C. unto D. Treasurer of the *Middle Temple, London*, in the Penalty of 100*l.* with Condition thereunder written, that if the said B. shall during such Time as he shall be one of the Company of the *Middle Temple*, go to Church and communicate as he ought to do, and satisfy to the Steward of the said House all such Sums of Money as shall be due for his Commons, and every Term pay the Sum due for his Pension, and pay all such Debts, Duties and Charges, with other Things, which by the Orders, Usage or Custom of the said House, shall be due and payable by the said B. and shall observe all Orders as made, or which shall be made for the *Middle Temple*, and should not during his Continuance in the said House, practice as a Common Attorney or Solicitor in any Court of Justice in this Land, or elsewhere howsoever; then the said Bond to be void, or to that Effect, as thereby, Relation, &c. **Now the Condition, &c.** that if the said B. and C. or either of them, their or, &c. Heirs, &c. do and shall, &c. indemnified the said A. his Heirs, &c. and his and their Lands, &c. of and from the said recited Obligation and Sum of Money therein mentioned, and all Actions, &c. for or by Reason thereof, in any Manner of wise; then, &c.

To one bound in a Bond to the Governor and Company of the Bank of England, for a Person's Fidelity, &c.

Whereas the above named A. at the special Instance and Request, and together with the above bound B. and C. by Obligation under, &c. bearing Date, &c. became and stood jointly and severally bound unto the Governor and Company of the Bank of England, in the Sum or Penalty of 1000*l.* of lawful, &c. with Condition under written, (reciting therein, that the said B. was chosen into the Service of the said Governor and Company of the Bank of England) that if the said B. should at all Times, during his Continuance in the said Service, by Virtue of his last or any future Election, faithfully and diligently execute, perform and discharge the same, and so soon as he should be thereunto required from Time to Time, give a just and true Account of all Monies, Notes, Bills, Bonds, Tallies, Orders, Papers, Writings, Books, and other Things that within the said Service shall come to the Hands of the said B. or which he shall be intrusted with, and make good, answer and pay the Balance of such Account to the said Governor and Company, or to the Court of Directors of the said Governor and Company, or to such Person or Persons as they shall appoint; then the said recited Obligation to be void, (or to that Effect); as thereby Relation, &c. **Now the Condition, &c.** (as Common.)

To one bound in a Bond to the Treasurer of his Majesty's Customs, for the Fidelity of a Clerk.

Whereas the above named A. at the Request, &c. together with C. of, &c. in and by one Obligation, bearing Date, &c. is and standeth jointly and severally bound with the said B. and C. unto D. in the Penalty of — with Condition (reciting therein, that the said

said *D.* is Treasurer of his Majesty's Customs in the Port of *London*, and by Reason of such his Office is intrusted with the taking of several Bonds and other Instruments, on his Majesty's Account, from Merchants and others, and to keep several Books of Accompts, and had employed the said *B.* as his Clerk,) that if the said *B.* shall at all Times, during his Continuance in the said Service, faithfully behave himself in the executing the same, and shall be punctual according to his Knowledge in taking of all Bonds, Writings, Deeds, Evidences, Papers and Instruments whatsoever, which shall be taken or pass through his Hands, and be under his Care during his Continuance in the said Employment; and shall safely keep and secure all such Writings, until he shall deliver unto the said *D.* or be thereof by him discharged, and in all Things behave himself as a faithful Servant in Discharge of the Trust reposed in him; then the said Obligation to be void, (or to that Effect,) as thereby, Relation, &c. **Now the Condition, &c.**

To indemnify one bound to the King for a Letter Carrier's good Service, Fidelity and Behaviour in the General Post-Office.

Whereas the above named *A.* at the Request, and for the only Duty of the above bound *B.* in and by one Obligation, dated, &c. is and stands jointly and severally bound with the said *B.* and *C.* of, &c. unto our Sovereign Lord the King's Majesty, in the Penalty of — with Condition thereunder written; Reciting, that *Whereas* Sir *D.* and Sir *E.* his Majesty's Postmasters General, had employed the said *B.* to carry Letters from the Post-Office General, to be delivered within *London* and Parts adjacent; that if the said *B.* shall truly deliver all such Letters, Packets and Parcels as shall be appointed him by the said Sir *D.* and Sir *E.* their Deputies or Assigns, and shall pay to the Receiver General of his Majesty's Revenues of the Post-Office, at the Post-Office, *London*, all such Monies as the Postage of Letters, Packets or Parcels delivered to him, or any employed by him, shall amount to, according to the Rates upon the same, and shall not alter any Tax or Price upon any Letter, Packet or Parcel delivered to him, or any employed by him, nor receive more than so taxed, and shall carry himself honestly in the Employment, and not depart therefrom without a Month's Notice first given to the Governors or their Deputy; then the Bond to be void (or to that Effect,) as by the said recited Obligation and Condition, Relation, &c. **Now the Condition, &c.** that if the said *B.* his Heirs &c. do, &c. save, &c. the said *A.* his Heirs, &c. and his and their Lands, &c. of and from the said recited Obligation and Sum of Money therein mentioned, and all Actions, &c. thereof, in any Manner of wise; then, &c.

From one Surety to another to indemnify him from a Moiety of the Penalty of a Bond to the King, which they had both entered into for the Fidelity and good Accounting of a Person to the Commissioners of the Victualling-Office.

Whereas the above named *A.* at the Request of the above bound *B.* in and by an Obligation, bearing Date, &c. is and standeth jointly and severally bound with *C.* of, &c. unto our Sovereign Lord *George* the Second, &c. in the Penalty of — with Condition thereunder written, that if the said *C.* shall truly perform and discharge the Trust committed to him as Agent to the Commissioners for victualling his Majesty's Navy, on Behalf of his Majesty, at the Port of *Liverpool*, and observe and follow all such Orders and Instructions as he shall from Time to Time receive from the said Commissioners during his Continuance in the said Employment, and from Time to Time give a just and true Account to the said Commissioners for the Time being, of all Monies, Stores, Provisions, Utensils, and all other Things belonging to his Majesty, that he shall or may become any way accountable for by Virtue of his said Office or Employment; and, when required, shall pay and deliver over to his Majesty's said Commissioners, or whom they shall appoint, all such Monies, Stores, Provisions, Utensils, and all other Things which upon such Account shall be found due and belonging to his said Majesty; then the said recited Obligation to be void, (or to that Effect,) as thereby, Relation, &c. **And whereas** the said *B.* before Sealing the said recited Bond, agreed, and doth hereby agree with the said *A.* and is contented to stand chargeable with and for the said *C.*'s Performance of the several Matters and Things contained in the Condition of the said recited Obligation, to the Value of one Half Part of the Sum of Money or Penalty mentioned in the said recited Obligation, and to discharge and indemnify the said *A.* therefrom: **Now the Condition, &c.** is such, That if the said *B.* his Heirs, &c. do and shall at all Times hereafter bear, pay and discharge the one full Moiety or Half-Part of all Suits, Costs, Charges, Payments and Damages which shall or may be commenced, prosecuted, recovered or awarded

against the said *A.* his Heirs, Executors or Administrators, or his or their Goods or Estate, or which he or they may sustain or be put unto for or by Reason of the said recited Obligation, or in any wise concerning the same; and thereof and therefrom do and shall, at all Times hereafter, save and keep harmless and indemnified the said *A.* his Heirs, Executors and Administrators, and every of them; then, &c.

To indemnify from a Bond given to the Attorney General as to receiving Fee-Farm Rents.

Whereas the above named *W. L.* (at the special Instance and Request, and for and on the Account of the above bounden *T. D.*) together with the said *T. D.* by their Bond or Obligation bearing even Date herewith, are held and firmly bound unto Sir *P. T. Knt.* (his Majesty's Attorney General) in the penal Sum of 1500*l.* of, &c. conditioned for his the said *T. D.*'s receiving of several Fee-Farm, or other Rents, belonging to the said Sir *P. T.* and payable to him out of or for several Manors, Bartons, Farms, Lands, Tenements and Hereditaments in the Counties of *Cornwall, Devon,* and elsewhere in *Great Britain,* and for his the said *T. D.*'s rendring, paying and truly accounting of all the said Rents from Time to Time, when and as the same shall be by him received, unto the said Sir *P. T.* and as his Steward, in such Manner as in the same Condition mentioned, as in and by the said recited Bond more fully may appear: **Now the Condition, &c.** That if the said *T. D.* his Heirs, Executors, Administrators or Assigns, shall and do from Time to Time, and at all Times hereafter, well and truly account for and pay unto the said Sir *P. T.* his Heirs and Assigns, all and every such Rents and Sums of Money so to be by him received as his Steward, as aforesaid, according to the true Intent and Meaning of the Condition of the said recited Bond; and also if he the said *T. D.* his, &c. shall and do at all Times hereafter well and sufficiently save, keep harmless and indemnified the said *W. L.* his, &c. and his, their and every of their Real and Personal Estates, of, from and against all Suits, Costs, Charges, Damages and Expences whatsoever, which shall or may arise, fall or happen to him or them for or by reason of any Breach to be by him the said *T. D.* made on account of the said recited Bond, or of his the said *W. L.* joining with him therein; then, &c.

To indemnify a Person from Part of the Penalty in a Bond, which he entered into as Surety for the Fidelity of a Brewer's Clerk.

Whereas the above named *A.* at the special Instance and Request, and for the only Duty of *B.* of, &c. by Obligation, &c. bound with the said *B.* and *C.* of, &c. unto *D.* and *E.* of, &c. in the penal Sum of 500*l.* of lawful, &c. with Condition thereunder written, (reciting therein, That *Whereas* the said *D.* and *E.* at the Request of the said *A.* and *C.* had taken, or did intend to take and imploy the said *B.* as a Clerk in their Trade of a Brewer) that if the said *B.* should from Time to Time, when required, give a just Account in Writing, and pay and deliver unto the said *D.* and *E.* their Executors and Administrators, or some of them, and discharge himself from all such Sum and Sums of Money, Bills, Notes and Things, which he should during his said Service receive, discharge, or which should come to his Custody, belonging to the said *D.* and *E.* or any others, wherewith they may be charged or chargeable: And also if the said *B.* *A.* and *C.* their Heirs, &c. or any of them, should make, or cause to be made and given unto the said *D.* and *E.* their Executors, &c. Satisfaction and Recompence, in lawful, &c. for all such Monies, Bills, Notes or other Things belonging to the said *D.* and *E.* their Executors or Administrators, or any others, wherewith they, or either or any of them, may be charged or chargeable, which should be received or discharged by, or come to the Hands, Charge or Custody of the said *B.* and be wasted, imbezilled, made away or detained by him, or any others, by his Means, Privy or Procurement, or from which he shall not so discharge himself as aforesaid; then the said recited Obligation to be void, or to that Effect; as by the said recited Obligation and Condition, Relation, &c. **And whereas** the said above bound *F.* is contented to secure and indemnify the said *A.* his Heirs, Executors and Administrators, for and from the Sum or Value of 200*l.* of such Sum or Sums of Money, Charges, Payments or Damages which he or they may sustain, or which may be recovered against him or them, upon or by Virtue of the said recited Obligation: **Now the Condition, &c.** is such, That if the above bound *F.* his, &c. from Time to Time, and at all Times hereafter, for and to the Sum or Value of 200*l.* of lawful, &c. as aforesaid, do, &c. and indemnified the said *A.* his Heirs, &c. and his and their Lands, &c. of and from all Actions, &c. sustain or be put unto upon or by reason of the said recited Obligation, so far as shall amount unto or concern the said Sum of 200*l.* but for no greater Sum.

Sum, Cost, Charge or Damage, which shall or may be recovered or awarded thereupon; then, &c.

N. B. There were two other Bonds from two several other Persons to indemnify A. each for 150^l.

To one bound for another's performing an Agreement for Service abroad.

Whereas the above named A. at the special, &c. (*Recite the Bond*) as thereby, Relation, &c. **Now the Condition, &c.** That if the said B. his Executors, &c. shall and do well and truly pay and perform all and every the Payments, Matters and Things, on his and their Parts and Behalf to be paid and performed according to the true Meaning of the Condition of the said recited Obligation, and in full Discharge thereof; and shall and do from Time to Time, and at all Times hereafter, sufficiently save and keep harmless and indemnified the said A. his Heirs, &c. and his and their Goods, Chattels and Estate, of and from the said recited Obligation, and from all Actions, Suits, Costs, Charges, Payments and Damages, for or by reason thereof, in any Manner of wise; then, &c.

To one that became bound in a Bond to indemnify a Person who managed a Trade for another.

Whereas, &c. (*Recite the Bond to indemnify a Person that managed the Trade of — for another*): **Now the Condition, &c.** That if the said B. her Heirs, &c. do and shall from Time to Time, and at all Times hereafter, pay, do and perform all Payments, Matters and Things, in and by the Condition of the said recited Obligation mentioned, and according to the true Meaning thereof; and shall and do also well and sufficiently save and keep harmless and indemnified the said A. his Heirs, &c. and his and their Lands, &c. of and from the said recited Bond or Obligation, and all Sum and Sums of Money, Matters and Things therein and in the Condition thereof mentioned and contained, and which shall grow due thereupon, and ought to be paid and performed by her the said B. her Executors and Administrators, only and solely, according to the true Meaning of the said Parties and of these Presents; and likewise of and from all Actions, &c. which shall or may be brought or prosecuted against him or them, or which he or they shall or may sustain or be put unto for or by reason thereof in any wise; then, &c.

To indemnify two Persons who (at the Request of the Owners of a Ship) became bound for the Payment of the Master and Ship's Company's Wages.

Whereas the above named A. and B. at the Request of the above bound C. and D. by Obligation, &c. bound unto E. of, &c. in, &c. *Reciting* in the Condition thereof, that E. late Commander of the Ship called the O. then bound for A. in R. with the said Ship, and thence to L. or some Port or Place in E. was taken sick in his said Voyage, and obliged, for Recovery of his Health, to go ashore at G. above mentioned, where he continued sick, and not able to proceed upon the said Voyage; and the said A. and B. by the Directions of the Owners and Freighters of the said Ship, had appointed one L. Master of the said Ship for the said Voyage; and the several Persons therein after mentioned, at the Request of the said A. and B. had undertaken and promised to proceed with the said L. in the said Ship upon the said Voyage, at and after the Rate or Wages therein mentioned, viz. The said M. at 45 s. per Month, N. at, &c. for the whole Voyage, from the — Day of — then last past, in Case the said Ship shall happen to winter in R. or any Place between that and E. in the said Voyage, **Conditioned** that if the said Ship should proceed upon her said Voyage, and happen to winter in R. or any Place between that and E. if then the said A. and B. or either of them, should pay at the Return of the said Ship to her Delivery-Port in E. to the said several Persons, their Executors or Assigns, or so many of them as should proceed upon their said Voyage, their full Wages, at and after the Rates before mentioned, without any Abatement whatsoever; then the said recited Obligation to be void, or to that Effect, as by the said recited Obligation and Condition, Relation, &c. **Now the Condition, &c.** That if the above bound C. and D. or either of them, their or either of their Heirs, &c. do, &c. indemnified the said A. and B. and either of them, their, &c. Heirs, &c. and their and either of their Lands, &c. of and from the said recited Obligation and Sums of Money therein, and in the Condition thereof mentioned, and thereupon to grow due and payable, and all Actions, &c. for or by reason thereof in any Manner of wise; then, &c.

To one bound in a Bond for peaceable Enjoyment of Part of a Ship, and from Part of her Loading sold.

Whereas the above named *A.* at the special Instance and Request, and for the only Debt and Duty of the above bound *B.* by Obligation under, &c. bound together with *C.* of, &c. unto *D.* of, &c. in, &c. with Condition thereunder written, reciting therein that, &c. that if the said *D.* did at all Times afterwards peaceably hold, &c. then, &c. as thereby, Relation, &c. **And whereas** the said *A.* at the Request, and by the Consent, and for the Account of the said *B.* hath sold — Part of the — Part of the said Ship's Loading, which said *B.* doth hereby approve of and confirm, and acknowledges to have received the Money for the said Goods so sold: **Now the Condition, &c.** That if the said *B.* his Heirs, &c. do and shall at all Times, &c. indemnified the said *A.* his Heirs, &c. of and from the said recited Obligation and Penalty therein, and from all Actions, Suits, &c. for or by reason of the said Obligation or Sale of the said Goods, as aforesaid, or in any wise concerning the same; then, &c.

To one bound in a Bond of Bottomry.

Whereas the above named *A.* at the special Instance, &c. by Obligation, &c. bound together with the said *B.* unto *C.* of, &c. in, &c. conditioned, That if the said Ship *D.* &c. (Reciting the Condition) as by, &c. Relation, &c. **Now the Condition, &c.** That if the said *B.* his Heirs, &c. do and shall well and truly pay or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, the said Sum of — *l.* and all other Sum or Sums of Money mentioned in and which shall become and grow due and payable, according to the Condition of the said recited Obligation, and in full Discharge thereof; and shall and do at all Times hereafter well and sufficiently save and keep harmless, &c.

XXII. To indemnify from being bound in Articles, and other Contracts.

From the Agent of a foreign Prince, to indemnify a Person who was bound with him to pay Part of the Wages that would become due quarterly, for the Service of two Persons abroad, to their Wives in England.

Whereas *A.* and *B.* of, &c. Shipwrights, by two several Writings or Articles of Agreement under their respective Hands and Seals, bearing the Date above written, have agreed with the above bound *C.* to go on Board and proceed in and with such Ship as should be by him provided for their Passage to *A.* in *R.* and from thence to proceed to *P.* in the Dominions of — and upon their Arrival there, to enter into and for the Time and Space of — Years, from their Appearance in her said Majesty's Admiralty, to be accounted to continue in the Service of her said Majesty, and to do and perform the Art, Work and Employment of making and building — and in Consideration thereof the said *C.* hath thereby agreed to pay or cause to be paid unto *D.* the Wife and present Attorney of the said *A.* and unto *E.* the Wife and present Attorney of the said *B.* or to such other Person or Persons as the said *A.* and *B.* respectively by Writing under their Hands and Seals should appoint, the Wages or Pay of — a-piece per Kalendar Month, by equal quarterly Payments, at the End of every third Kalendar Month successively, from the Date hereof, until the Expiration of the said two Years, and proportionably for a lesser Time than three Months: **And whereas** the above named *G.* at the Request of the said *C.* by two several Writings under his Hand, bearing the Date above written, hath obliged himself for Payment of all such Monies as shall become due and payable in *London*, by Virtue of the said several recited Articles, as thereby, Relation, &c. **Now the Condition, &c.** That if the said *C.* his Heirs, &c. shall and do, &c. and indemnified the said *G.* his Heirs, &c. and his and their Lands, &c. of and from all Actions, &c. for or by reason of the said last recited Writing, or any Sum or Sums of Money, or other Matter or Thing which shall or may become due, payable, or ought to be done or performed, by and on the Part of the said *C.* his Executors or Administrators, as in the said recited Articles is mentioned, or by Virtue and in Request thereof in any wise; then, &c.

From the Master of a Ship, to indemnify the Owners who were bound with him, that he should perform the Matters in a Charterparty.

Whereas by a Charterparty, bearing Date, &c. made between the Royal African Company of England of the one Part, and the above bound B. (by the Name of B. of, &c.) and the above named A. and C. Part-Owners of the Ship G. Burthen about — Tuns, then at Anchor in, &c. the said B. Master, of the other Part, that the said Master, and Part-Owners, have let the said Ship to Freight to the said Company for a Voyage to the South Part of Guinea in Africa, and from thence to the Coast of W. and so proceed to B. in which said recited Charterparty is contained several Covenants, Clauses, Articles and Agreements on the Part of the said Master to be performed, as well relating to the said Ship and her intended Voyage, as also relating to a Cargo of Goods, to the Value of — and several other Matters therein mentioned, as thereby, Relation, &c. **Now the Condition, &c.** is such, That if he the said B. or his Assigns, do and shall in all Things observe, do and perform all the several Covenants, Articles, Clauses and Agreements which are mentioned and contained as well in the said recited Charterparty, as in the Indorsement thereon, relating to the said Ship and her said intended Voyage, and the said Cargo of — and Effects and Produce thereof, and all or any other Matters and Things whatsoever, by and on the Part and Behalf of the said Master, to be performed in any Manner of wise, and thereof and therefrom, and of and from all Actions, &c. against them the said A. and C. or either of them, their or either of their Heirs, &c. or which they or any of them may sustain by reason thereof in any wise; **And** do and shall at all Times hereafter save, &c. the said A. and C. and either of them, their and either of their Heirs, &c. and their and either of their Lands, &c. then, &c.

To indemnify one that indorsed a promissory Note for another, as a Security.

Whereas the above bound A. by Bill or Note under his Hand, dated the, &c. hath promised to pay unto C. or Order, six Months after Date, with Interest thereon till paid: **And whereas** the above named B. at the Request and for the only Debt of the said A. hath indorsed the said recited Bill or Note, and is thereby become chargeable with and for Payment of the said Sum of — and Interest at the Time therein mentioned, as by the said Bill and Indorsement thereupon may appear: **Now the Condition, &c.** That if the said A. his Executors, Administrators or Assigns, do and shall well and truly pay the said Sum of — for which the said Note is so given, and Interest thereof, on the Day of Payment therein mentioned, and in full Discharge thereof, and thereof and therefrom, and from all Actions, Suits, Charges, Payments and Damages, by reason thereof, shall and do at all Times well and sufficiently save and keep harmless and indemnified the said B. his Heirs, Executors and Administrators, and every of them; then, &c.

XXIII. To indemnify on paying Money, and settling Accounts.

To indemnify a Person on paying Money received on a Policy of Insurance.

Whereas the above named A. received several Sums of Money, amounting to — l. upon an Insurance on the Ship D. E. Master, made by F. of, &c. from L. to B. the said Ship being lost; which Writing or Policy of Insurance was delivered to the said A. by the above bound B. **And whereas** the said A. hath at or before Sealing hereof paid unto the said B. the said Sum of — l. the Receipt whereof the said B. doth hereby acknowledge: **Now the Condition, &c.** That if the said B. his Heirs, &c. do and shall at all Times hereafter save, &c. the said A. his Executors and Administrators, and his and their Lands, &c. of and from all Actions, &c. for or concerning the said — l. so by him received and paid as aforesaid; then, &c.

To save harmless from paying Rent where the Title is in Question.

The Condition, &c. That **Whereas** there is a Suit depending between the above bound R. C. and others, touching the Right and Interest in the now Dwelling-house of the above named J. F. situate, &c. **And whereas** the said J. F. hath agreed to pay the Rent of the said House to the said R. C. which is to pay — l. yearly, as the same shall

grow due: **If therefore** the said *R. C.* his, &c. do and shall well and truly pay or cause to be paid unto the said *J. F.* his Executors, Administrators or Assigns, all such Rent, Sum and Sums of Money, Charges and Damages whatsoever, as shall by due Proceedings in Law be adjudged or decreed against him the said *J. F.* his, &c. and all other Costs and Damages whatsoever which he the said *J. F.* shall sustain or be at by reason of any Action, Suit or Forfeiture whatsoever, which shall or may happen or be to the said *J. F.* his Executors, Administrators or Assigns, by reason of paying the said Rent, or any Part thereof, to the said *R. C.* his Executors, Administrators or Assigns; that then, &c.

To indemnify a Tenant on his Attornment and paying Rent to a Mortgagee, he having timely Notice if he should be sued or ejected, &c. that the Mortgagee may defend the same.

Whereas *A.* by Writing under his Hand, bearing Date, &c. hath desired and empowered the above named *B.* to attorn Tenant for the Messuages, Farms and Lands he holds of the said *A.* in *H.* and *B.* in the County of, &c. unto the above bound *C.* by the Acceptance of her Agent Mr. *D.* and to pay her the Rent to grow due for the same, as thereby, Relation, &c. **And whereas** the said *B.* in Pursuance of the said recited Writing or Order, hath on the Day of the Date above written actually attorned Tenant to the said *C.* for the said Messuages, Farms and Lands in *H.* and *B.* which he holds of the said *A.* by the Acceptance of the said *D.* and in Token of such his Attornment, hath paid unto the said *D.* for the Use of the said *C.* 12d. in Part of the Rent which will become due for the said Premises at Michaelmas next, and hath agreed to pay the growing Rent of the said Premises to the said *C.* or to her Order and Use, as by Writing under the Hand and Seal of the said *B.* bearing Date with these Presents, Relation, &c. **Now the Condition, &c.** That if the said *C.* her Executors and Administrators, shall and do, &c. well, &c. indemnified the said *C.* his Heirs, &c. and his and their Lands, &c. of and from all Actions, &c. Distresses, Ejectments, Payments, Judgments, Executions and Damages whatsoever, which shall or may be commenced, &c. against him or them, or which he or they shall or may sustain or be put unto, as well for or by reason of his attorning and becoming Tenant to the said *C.* for the said Premises as aforesaid, as for or concerning all or any such Sum or Sums of Money which she or they, or any other Person or Persons by her or their Order, or for her or their Use, shall from Time to Time receive of the said *B.* his Executors, &c. for or on Account of the Rent of the said Messuages, &c. which he the said *B.* so holds of the said *A.* as aforesaid, or any Part thereof; he the said *B.* his Executors and Administrators, giving timely Notice to the said *C.* her Executors, Administrators or Assigns, of such Actions, Suits, Distresses or Ejectments which shall or may at any Time or Times be brought, prosecuted or made upon or against him or them, for or on Account of the said Messuages, &c. as aforesaid, or any Part thereof, and suffering her the said *C.* her Executors, &c. to defend the same; then, &c.

The following Indorsement was writ upon the Bond at the Time of Sealing thereof.

I the within named *C.* do hereby agree to the Lease that is made and granted to the within named *B.* of the Premises, for which the said *B.* hath attorned Tenant to me, as within is mentioned, the reserved Rent in the said Lease being — *l. per Ann.* Witness my Hand the Date within written.

From a Lessor to indemnify the Lessee on paying Rent to him.

Whereas the above bound *A.* by Indenture of Lease, &c. hath demised, &c. unto the above named *B.* a Messuage, &c. (*Reciting the Lease*) and the said *B.* hath executed a Counterpart of the said Lease unto the said *A.* as by the said recited Lease and Counterpart thereof may appear: **Now the Condition, &c.** That if the said *A.* her Heirs, &c. do, &c. indemnified the said *B.* his Executors, &c. and his and their Goods and Chattels, of and from all Actions, &c. for or by reason of his or their Payment of the said yearly Rent of — *l.* unto the said *A.* his Heirs, &c. in Manner as the same is by the said recited Lease reserved and made payable; then, &c.

To indemnify the Drawer of a Note on his paying the Money to a Person to whom the Drawee gave the Note, but omitted to indorse it, and is since dead.

Whereas the above named *W. M.* on or about, &c. did enter into and give unto *M. G.* deceased, a Note of 10*l.* for Value received, payable unto the said *M. G.* or Order, in such Manner as therein is mentioned: **And whereas** the said *M. G.* is lately dead, but before his Death did give unto the above bounden *W. H.* the before mentioned Note of 10*l.* so entered into by the said *W. M.* as aforesaid, but did not indorse his Name thereon: **And whereas** the said *W. M.* on the Day of the Date hereof, at the Request of the said *W. H.* hath actually and well and truly paid unto the above bounden *W. H.* the before mentioned Sum of 10*l.* together with all Interest now due and owing by Virtue of the before mentioned Note: **Now the Condition, &c.** That if the above bounden *W. H.* his Heirs, Executors or Administrators, shall and do at all Times from henceforth save, keep harmless and indemnified the above named *W. M.* his, &c. and his and their Goods, &c. of, from and against all Actions, &c. for or by Reason, or on Account or Means of his the said *W. M.*'s paying the said Sum of 10*l.* and Interest to the said *W. H.* as aforesaid; then, &c.

To indemnify a Person that paid a Bill of Exchange for the Honour of him to whom it was made payable, who afterwards became a Bankrupt, &c.

Whereas a Merchant drew a Bill of Exchange in *London*, dated, &c. on *B.* at *Lisbon*, for the Sum of — payable to *C.* of, &c. or his Order, which was by the said *C.* indorsed and made payable to the above named *D.* and was by him indorsed to *E.* which Bill was paid by *Messieur F.* at *Lisbon*, for the Honour of the said *D.* and was redrawn by them on the said *D.* **And whereas** the said *A.* hath since paid the said first Bill of Exchange, for Payment whereof the above bound *G.* gave Security to the said *D.* which said Security the said *D.* at the Request of the said *G.* hath at or before Sealing and Delivery hereof delivered up to the said *G.* **And whereas** a Statute grounded on the several Acts made against Bankrupts, hath been awarded against the said *C.* **Now the Condition, &c.** That if the above bound *G.* his Heirs, Executors and Administrators, do and shall from Time to Time, and at all Times hereafter, save and keep harmless and indemnified the said *D.* his Heirs, &c. of and from all Actions, &c. for, touching or concerning the said first Bill of Exchange, and Money therein mentioned and paid thereon as aforesaid, by Reason or Means of the said Statute so awarded against the said *C.* as aforesaid, or otherwise howsoever, in any Manner of wife; then, &c.

To indemnify two Bankers, who agreed to pay and receive the Cash of two Merchants upon Bills of Exchange, &c. and to account every three Months, or pay the Balance, &c.

Whereas the above bound *A.* and *B.* do intend to correspond with the above named *C.* and *D.* who are to receive and pay the Cash or Monies of and belonging to the said *A.* and *B.* upon Bills of Exchange, Notes and otherwise, for their Account: **Now the Condition, &c.** That if the said *A.* and *B.* their, &c. shall, at the End of every three Months from the Date hereof, make up and adjust Accounts with the said *C.* and *D.* and from Time to Time upon adjusting and settling such Accounts between them the said *C.* and *D.* or for want of such settling of Accounts between them, shall and do within — next after Demand made of or Notice given to them, or any of them, well and truly satisfy and pay or cause to be paid unto the said *C.* and *D.* their, &c. all such Sum and Sums of Money as shall appear upon any such Account to be due and payable by them the said *A.* and *B.* unto the said *C.* and *D.* or which have been, or shall be by them, or either of them, paid and disbursed, or for which they, or any of them, shall or may be charged or chargeable, for or upon Account, or by the Order of the said *A.* and *B.* or either of them, upon any Bill or Bills of Exchange drawn by or upon them, or either of them, or any Note or Notes under their or either of their Hands, or otherwise: **And also** that if the said *A.* and *B.* their, &c. do and shall from Time, &c. and keep harmless the said *C.* and *D.* their, &c. Lands, &c. of and from all Actions, &c. for, upon Account or by Reason of any of the Affairs of the said *A.* and *B.* or either of them, or any Matter or Thing relating thereunto; then, &c.

To

To indemnify the Trustees of a Bankrupt on their paying a Creditor his Share of the Dividend.

Whereas *A.* late of, &c. gave a Note under his Hand, dated, &c. unto *B.* of, &c. for the Sum of 200 *l.* payable about three or four Months after the Date hereof: **And** whereas the said *B.* gave the said Note for Payment of the said 200 *l.* to the above mentioned *C.* and the said *A.* afterwards paid to the said *C.* the Sum of 40 *l.* which was indorsed on the said Note: **And** whereas the said *A.* afterwards became insolvent, and unable to pay his full Debts to his Creditors: **And** whereas the said Note is lost or mislaid, notwithstanding which the above named *D. E.* and *F.* Trustees for themselves, and the Rest of the Creditors of the said *A.* have, at or before Sealing hereof, with the Consent of the said *B.* testified by his executing the Deeds of Release to the said Trustees, dated the, &c. paid unto the above bound *G.* Administratrix as aforesaid, the Sum of 60 *l.* being a Dividend after the Rate of 10 *s.* 6 *d.* in the Pound for the Remaining Sum of 160 *l.* due upon the said Note, the Receipt, &c. and thereof doth acquit, &c. **Now therefore the Condition, &c.** That if the said *G.* her, &c. do, &c. and indemnified the said *D. E.* and *F.* Trustees as aforesaid, and the Rest of the Creditors of the said *A.* and every of them, their and every of their Heirs, &c. and their and every of their Lands, &c. of and from all Actions, &c. for or by reason of the said Note, or the Payment of the said 60 *l.* for the said Sum of 160 *l.* remaining due thereon as aforesaid, in any Manner of wise; then, &c.

On settling Accounts of Monies received and paid by the Obligee to the Obligor's Creditors, &c.

Whereas the above bound *T. H.* Esq; being indebted to the abovesaid *J. P.* and divers other Persons, in several Sums of Money deposited in the Hands of the said *J. P.* the Sum of 1250 *l.* to pay and discharge so many of the said *T. H.*'s Debts (or Sums which each Creditor should agree to accept as a Composition for his or her respective Debt or Debts) as should amount to the Money so deposited, to such of the said Creditors as he the said *J. P.* should think fit: **And** whereas the said *J. P.* has paid and discharged the Sum of — according to Composition, or otherwise, to the said Creditors, (including the Sum of — due to himself) and on the Day of the Date of the above Obligation the said *J. P.* has delivered to the said *T. H.* Acquittances and other Discharges given by such Creditors for the respective Debts due to them, amounting in the Whole to the said Sum of — and re-delivered to the said *T. H.* — *l.* the Remainder of the said — *l.* so deposited: **And** the said *T. H.* acknowledges himself satisfied with the Conduct of the said *J. P.* in the Payment and Discharge of the said Debts, and with whatever else he has done in the Premises; and that the said *J. P.* has rendered him a just and true Account, and that all Accounts between the said *T. H.* and *J. P.* from the Beginning of the World to the Date of the above Obligation, are settled and balanced, and that nothing is due from the said *J. P.* to the said *T. H.* **Now therefore the Condition** of the above Obligation is such, That if the said *T. H.* his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, save harmless and indemnified the said *J. P.* his Heirs, Executors and Administrators, and his, their and every of their Lands, Tenements, Goods and Chattels, of and from all Actions, Suits, Costs, Charges, Payments, Damages and Demands whatsoever, which he the said *J. P.* his Heirs, Executors or Administrators, shall be put to, sustain or pay, by reason of the Money being so deposited in the Hands of the said *J. P.* and of his paying and satisfying the said Creditors, and of the rendring and balancing such Account, and of all other Matters, Things and Circumstances relating to the Premises; then, &c.

From an Executor to indemnify a Creditor of the Testator on his paying the Balance of Accounts.

Whereas *A.* late — on Board his Majesty's hired Ship the *L. Hospital*, whereof the above bound *B.* was Commander, did give unto the said *B.* a Note under his Hand, dated at *P. M.* the, &c. for 6 *l.* 15 *s.* payable to the said *B.* (being Monies which he was then indebted to him): **And** whereas the said *B.* did afterwards, viz. On or about the — Day of — 17 — receive of Mr. *C.* on Account of the said *A.* the Sum of 16 *l.* 8 *s.* Sealing: **And** whereas the said *A.* afterwards died on Board the said Ship, having first made his Will, and the above bound *D.* then Master's Mate of the said Ship, his Executor, who

hath duly proved the same, and taken upon him the Execution thereof: **And whereas** there remains in the Hands of the said B. of the said 16 l. 8 s. by him received of the said C. for the Use of the said A. as aforesaid, after paying and allowing thereout to the said B. the said 6 l. 15. owing to him as aforesaid, the Sum of 9 l. 13 s. and no more: **And whereas** the said B. hath on the Day of the Date above written paid unto the said D. the said Sum of 9 l. 13 s. of lawful, &c. the Receipt whereof the said D. doth hereby acknowledge; and that the same is in full of all Monies remaining in the Hands of the said B. belonging to the Estate of the said A. deceased; and thereof and of every Part thereof doth clearly acquit and discharge the said B. his Executors, Administrators and Assigns for ever by these Presents: **Now therefore the Condition, &c.** That if the said D. his Heirs, &c. do and shall from Time, &c. and indemnified the said B. his Heirs, &c. and his and their Lands, &c. of and from all Actions, &c. for or concerning the said 16 l. 8 s. received of the said C. or the Payment of the said 9 l. 13 s. to the said D. as aforesaid, or either of them, or any Part of either of them, or any wife concerning the Estate of the said A. deceased, in any Manner of wise; then, &c.

From a Legatee to an Administratrix (on paying a Legacy) to refund in Proportion if Debts appear.

Whereas the above bound A. hath on, &c. had and received of the above named B. Administratrix as above mentioned, the Sum of, &c. in full for, &c. which in and by the last Will of the said C. is bequeathed to and amongst the said D. now Wife of the said A. and other his Children therein mentioned; and there is, or will be, a further Sum payable or belonging to the said D. now Wife of the said A. for her Part of other the Estate of the said C. according to his said Will: **Now the Condition, &c.** That if any Debt or Debts owing by the said C. shall at any Time or Times hereafter be demanded, sued for or recovered of or from the said B. her Executors or Administrators, [or otherwise appear to be justly due and owing by the said C. wherewith she or they shall be charged or chargeable]; or if any Costs or Damages shall be recovered of, or be sustained by the said B. her Executors, &c. for or concerning any such Debt or Debts owing by the said C. or any Action, Suit or Process for or concerning the same, then and in such Case, and so often, if the said A. his Heirs, &c. shall and do refund and pay back to the said B. her Executors, &c. his or their ratable Part and Share of all or any such Debt or Debts which shall be so demanded, sued for and recovered of and from the said B. her Executors, &c. or otherwise appear to be justly due and owing by the said C. wherewith she or they shall be charged or chargeable, towards the paying and satisfying any such Debt or Debts, and also his and their like Part of all Costs and Damages which shall be recovered of or sustained by the said B. her Executors, &c. for or concerning any such Debt or Debts, or any Action, Suit or Process about the same; then, &c.

From Legatees to an Executor to refund so much of their respective Legacies paid them, as shall satisfy all such Debts of the Testator as shall appear. Given to indemnify the Executor on his paying the Legacies, and taking a Release for the same. Vide Tit. Release.

Whereas, &c. (Recitals, the same as in the above mentioned Release to, Know ye) **Now the Condition, &c.** That if there shall happen to be any Debt or Debts of the said T. S. the Testator deceased, that shall appear to be due to any Person or Persons, or any other Claim or Demand on his said Estate not known or discovered, that then and in such Case, if they the said T. S. &c. their and every or any of their Heirs, &c. or some of them, do and shall, upon Request, well and truly pay, or cause to be paid and returned unto him the said J. B. his Executors, &c. so much of their said several and respective Parts and Shares of the said Estate of the said T. S. their late Father, so by him the J. B. paid to them respectively, as aforesaid, as shall pay and satisfy such Debt or Debts, or any other Costs, Charges, Damages, Expences, Claims and Demands, as shall at any Time or Times hereafter happen to appear to be due and owing from the said T. S. deceased, or his Estate, or for or by Reason or Means thereof, and also do and shall from Time, &c. well, &c. and indemnified the said J. B. his Heirs, &c. and his and their Lands, &c. of and from all Suits, &c. which shall or may happen or arise for or by Reason or Means of his the said J. B.'s paying them the said T. S. J. S. B. S. R. S. and S. S. their or any of their respective Parts and Shares of their said late Father's Estate, as aforesaid, or otherwise howsoever, for or on Account of the same in any Manner of wise whatsoever; then, &c.

From a Son and Legatee, to indemnify an Executor in Trust from Persons claiming Legacies, given on the said Executor's being discharged from the Executorship, the Son being of Age, and they having accounted together.

(C. Son of B. to A.)

Whereas the above named B. did make and declare his last Will and Testament in Writing, and thereof appointed the said A. Executor, in Trust for his two Sons the said C. and D. then a Minor, who is since deceased, and in and by the said Will of the said B. there is given and bequeathed a Legacy or Sum of 100 l. to his Daughter F. now the Wife of G. **And whereas** the said A. and C. (who hath now attained his Age of 21 Years) have accounted together concerning the Estate of the said B. deceased; and the said A. hath renounced the said Executorship to the said C. and he the said C. hath fully released and discharged the said A. for and concerning the said Executorship, as by a certain Writing or Indenture of the Date of these Presents may at large appear: **And whereas** some Doubts have arisen about and concerning the said Legacy so given to the said F. now the Wife of the said G. who yet claims and demands the same: **Now the Condition, &c.** That if the said C. his Executors, &c. do at all Times hereafter well and sufficiently save and keep harmless and indemnified, and secure and discharge the said A. his Executors, Administrators, Goods and Estate, from and against the said G. and F. his Wife, and all other Person and Persons whatsoever claiming the said Legacy, or any Part thereof; and from all Actions, Suits, Arrests, Costs, Charges, Troubles and Damages whatsoever, that shall or may be commenced, sued or prosecuted, or awarded against him, them, or any of them, for or by reason of the said Legacy, Bequest or Gift of the said 100 l. in the said Will contained in any Manner of wise; then, &c.

From a Father to indemnify an Administrator of the Testator's Son, on paying him Legacies given to his three Children, pursuant to the Direction of the Will.

Whereas A. of, &c. lately deceased, by his last Will, &c. dated, &c. did (amongst other Things) give and bequeath to the three Children of his Son-in-Law, the above bound B. viz. To his Grandson C. 100 l. of lawful, &c. to his Grandson D. 50 l. of lawful, &c. to E. his Grandaughter 50 l. of lawful, &c. and did order and appoint his said Son-in-Law B. to receive and keep the aforementioned 200 l. therein bequeathed to his said three Children to their three Uses, and the same to pay to the said C. D. and E. with the Interest of the same, at such Time as they should attain the Ages of 18 Years; and if either of them should decease before their Age of 18 Years, such of the three Legacies as should be unpaid, and the Party deceased to whom the same was bequeathed, should from thenceforth be paid to such of them as should survive, and at such Age as their own Legacy should be grown due; and did will and ordain that his said Son-in-Law B. should give to the Testator's Son the said F. A. one Bond or Obligation of 400 l. with Condition to the same indorsed, That he the said B. his Heirs, Executors and Administrators, would acquit, discharge, and for ever save and keep harmless the said F. A. of and from the said C. D. and E. Grandchildren, and of and from any Claim or Demand by them, or any of them, to be made for the aforesaid three Legacies bequeathed to them, from and after such Time as the said B. the Son-in-Law should have received the said 200 l. to the Use and Uses aforesaid; and did make and ordain the said F. A. and B. sole Executors of the said Will, as by the said recited Will, Relation, &c. **And whereas** the said F. A. is since dead, and the above named G. hath taken out Letters of Administration upon his Estate: **And whereas** the said B. hath on the Date hereof, and not sooner, received the said Legacies of 200 l. given to his said Children: **Now the Condition, &c.** That if the said B. his Heirs, &c. do and shall at all Times hereafter well, &c. indemnified the said H. and G. his Wife, their Executors and Administrators, and his, her and their Lands, &c. or prosecuted against him, her or them, by the said C. D. and E. the Children of the said B. and Grandchildren of the said A. of which the said H. and G. his Wife, or either of them, their or either of their Executors or Administrators, may sustain or be put unto for or by reason of the aforesaid three Legacies so left to the said C. D. and E. as aforesaid, or any Part thereof; then, &c.

From a Father to indemnify an Executrix, on paying to him his Son's Legacy, he being a Minor; and to procure the Son's Discharge as soon as he is of Age.

Whereas the said D. by his Will, &c. did, amongst other Things therein given, give to his Godson R. A. Son of the above bound A. the Sum of — l. And whereas the said B. and C. (Executors) his Wife have, at the Request of the above bound A. (the Father) on the Day of the Date hereof, paid unto the said A. the said Legacy of — for the Use and Benefit of the said R. A. his Son, who is in his Minority, and under the Age of 21 Years: **Now the Condition, &c.** That if the said A. shall pay the said Legacy of — to the said R. his Son, when he shall attain the Age of 21 Years; and if the said R. A. shall within — next after Attainment of his Age of 21 Years, or if the Executors or Administrators of the said R. A. upon his Decease, before Attainment of the said Age, shall execute and deliver unto, or to the Use of the said B. and C. his Wife, as Executrix aforesaid, their Executors and Administrators, a sufficient Release and Discharge of and from the said — l. Legacy, so paid as aforesaid, and all Actions, Suits and Demands in Law and Equity concerning the same; and also if the said A. his Heirs, Executors and Administrators, do and shall at all Times hereafter well, &c. indemnified the said B. and C. his Wife, their Heirs, &c. and their Lands, &c. of and from all Actions, &c. for, about or concerning the said Legacy in any wise; then, &c.

From a Legatee to indemnify Executors, as well those in India as in England, (the Will being made in India, and Executors specially appointed for both Places) on paying Part of the Legacy.

Whereas A. late of C. in East-India, Merchant, deceased, made his last Will and Testament in Writing, bearing Date in C. the, &c. and thereby, amongst other Legacies and Bequests therein contained, did give unto his Father the above bound B. A. one Half of his whole Estate, and appointed C. D. and E. his Executors in India, and the above named F. and G. his Executors in London, which Will was on the — Day, &c. produced at Council-Table held for the United Company's Affairs in Bengall, and proved by the Oaths of the Witnesses to the Publishing thereof, as thereby, Relation, &c. And whereas the said C. D. and E. Executors in India, as aforesaid, some or one of them, have remitted unto the said F. and G. the Sum or Value of — Sterling; which said Sum of — the said F. and G. have, at or before Sealing and Delivery of these Presents, paid unto the said B. A. in Part of the said Estate given and payable unto the said A. B. by the said last Will of the said A. deceased, as aforesaid, the Receipt of which said — l. the said B. A. doth hereby acknowledge, and thereof, &c. discharge as well the said C. D. and E. as the said F. and G. their and either of their Heirs, Executors and Administrators for ever by these Presents: **Now the Condition, &c.** That if the said B. A. and the above bound H. their Heirs, &c. or either or any of them, do and shall at all Times hereafter well, &c. indemnified the said F. and G. and either of them, their and either of their Heirs, Executors and Administrators, and every of them, their, either and every of their Lands, &c. of and from all Actions, &c. for or in any wise concerning the said — l. or the Payment thereof, to the said B. A. as aforesaid, in any Manner of wise; then, &c.

From a Residuary Legatee and Executor, (who was a Minor) on his attaining his Age, to indemnify the acting Executor from an Annuity payable during a Person's Life. Made on settling Accounts.

Whereas B. late of, &c. deceased, did make and declare her last Will and Testament in Writing, dated, &c. and thereby, amongst other Legacies, gave and bequeathed to her Sister E. the Sum of — per Ann. during her Life, and gave the Residue of her Estate, after Payment of Debts and Legacies, to the above bound A. and made the said A. and the above named D. and C. his Wife, (Mother of the said A.) Executors of her said Will; which said A. being then a Minor, the said C. took upon her the said Executorship, and hath acted therein; and the said A. having now attained her Age of 21 Years, the said A. and D. and C. his Wife have accounted together, and they have paid and delivered the Residuary Estate of the said B. to the said A. according to the said Will; and the said A. hath fully released the said D. and C. his Wife, for and concerning the said Executorship, as by a certain Writing of the Date hereof may appear: **And whereas** the said E. the aforesaid Legatee,

Legatee, is yet living, and thereby the said Annuity of — *l. per Ann.* is still payable according to the said Will: **Now the Condition, &c.** That if the said *A.* her Executors, &c. do and shall truly pay or cause to be paid unto the said *E.* or her Assigns, the said Sum of — *l. per Ann.* for and during her natural Life, quarterly, by equal Payments, according to the true Intent and Meaning of the said last Will of the said *B.* deceased; and shall and do at all Times hereafter discharge, and save and keep harmless and indemnified the said *D.* and *C.* his Wife, and either of them, their Executors, Administrators, Goods and Estate, of and from the said annual Payment of — *l.* and from all Actions, Suits, Arrests, Costs, Charges, Troubles and Damages whatsoever, that shall or may be commenced, sued, prosecuted or awarded against them, or any of them, for or by reason of the said annual Payment in any Manner of wise; then, &c.

*From a Husband to an Executor, to indemnify him from a Proportion of an Annuity granted by Deed, pursuant to a Power given by a former Will, on his paying the Husband 800*l.* (Part of a Sum chargeable with the said Annuity) directed to be paid to the Wife at her Age or Marriage.*

Whereas *D.* Widow and Relict of *E.* late, &c. by Writing or Deed Poll under her Hand and Seal, bearing Date, &c. by Virtue of a Power to her given by the Will of her said late Husband, did thereby give the Sum of 3000*l.* to *F.* and the above named *G.* in Trust to pay 1000*l.* Part thereof, to *K. C.* one of the Daughters of *C.* 800*l.* Part thereof, to *L. C.* one other of the Daughters of the said *C.* and 800*l.* Part thereof, to *B. C.* one other, &c. at their respective Ages of 21 Years or Days of Marriage, which should first happen, they paying to *M.* Sister of the said *D.* 20*l.* a Year, so long as she the said *M.* should live, and gave the Residue of the said 3000*l.* as therein is mentioned, as thereby may appear: **And whereas** the said *D.* made her last Will, &c. **And whereas** a Marriage is had between the above bound *A.* and the said *B. C.* and thereupon the said *G.* the surviving Executor of the last Will of the said *D.* hath on or before the Day of the Date hereof paid unto the said *A.* and *B.* his Wife the said Sum of 800*l.* of lawful, &c. and they have given the said *G.* a Discharge for the same: **Now the Condition, &c.** That if the said *A.* his Heirs, &c. or any of them, do and shall yearly and every Year, from the, &c. for and during the natural Life of the said *M.* well and truly pay, &c. unto the said *M.* and her Assigns, the yearly Sum of 6*l.* 5*s.* of, &c. by equal quarterly Payments, on the four usual Feasts or Quarter-Days in the Year, viz. &c. and shall and do also at all Times hereafter well and sufficiently save and keep harmless and indemnified as well the said *G.* as also the said *H.* as Executors aforesaid, their Heirs, &c. and either and every of them, and their, either and every of their Lands, &c. and every of them, of and from all Actions, &c. for or in any wise concerning as well the said 6*l.* 5*s.* as the Remaining 13*l.* 15*s.* of the said Annuity of 20*l.* per Ann. or any Part thereof; then, &c.

From the Administratrix of a Trustee (in a Conveyance for C. F. who has no Declaration of Trust made to her in the Trustee's Life-time) for the said C. F.'s quiet Enjoyment of purchased Premises.

Whereas by Indentures of Lease and Release, bearing Date respectively, &c. made between *J. F.* and *M.* his Wife, of the one Part, and the said *S. N.* of the other Part, and by Fine thereupon levied, All that new erected Messuage or Tenement, Piece of Land and Premises, as the same are particularly described in the said Lease and Release, Were granted, conveyed and assured to the said *S. N.* and his Heirs and Assigns: **And whereas** the said Premises were purchased with the proper Monies of the said *C. F.* (Which were raised and disbursed by the said *M. F.* as and for Part of the Portion or Share of the Estate and Effects of the said *R. F.* given and devised to the said *C.* by his Will) and the Name of the said *S. N.* in the said Conveyance was only made Use of in Trust for the said *C. F.* her Heirs and Assigns for ever: **And whereas** the said *S. N.* is dead without having executed any Deed to declare the Trust aforesaid, and the Estate in Law of and in the said Premises is now become vested in *C. N.* (the Eldest Son and Heir at Law of the said *S. N.*) who is now abroad, so that he cannot be come at to execute any Deed declaring the Trust aforesaid: **Now the Condition, &c.** That if the above bounden *C. N.* her Heirs, Executors or Administrators, do and shall well and effectually save harmless and keep indemnified the said *M. F.* and *C. F.* their Heirs and Assigns; and the said Estate so purchased in the Name of the said *S. N.* as aforesaid, of and from the Claim and actual Entry of him the said *C. N.* and his Heirs, and all other

other Persons legally claiming or to claim by, from or under him; then this Obligation to be void, or else to remain in full Force. **Provided nevertheless,** that if the said C. N. or his proper Representatives, shall at any Time hereafter release or convey his or their Estate in the said Premises to the said M. F. and C. F. their Heirs or Assigns; then this Bond or Obligation shall be also void, and be delivered up to be cancelled.

To indemnify and repay a Sum of Money paid by an Administrator to a Creditor in Case of Bankruptcy.

(From A. and B. to C.)

Whereas D. late of, &c. by his Note by him duly signed, dated, &c. did thereby promise to pay to the above bound B. or Order, the several Sums of — and — (making together the Sum of 105*l.*) for Rent, Shop and Household Goods, at the Time and in Manner as therein mentioned, as by the said Note may appear: **And whereas** the said D. soon after his giving the said Note died Intestate, not having paid to the said B. or his Order, any Part of the Monies secured to him and them by his said Note, although the same was before his Death due and payable; and Letters of Administration of all and singular the Goods and Chattels of the said D. having been duly granted to the above named C. out of the proper Ecclesiastical Court, he the said C. as his Administrator, became and now is liable to pay and discharge the said Note as far as the Assets of the said D. by him received will extend to pay and satisfy: **And whereas** the said B. for one full and valuable Consideration to him actually paid by the above bound A. did assign unto her the said A. and her Assigns the said Note, and all Monies thereby secured to him; and he the said C. not paying the same, she the said A. on or about — Term brought her Action in his Majesty's Court of C. B. at Westminster against the said C. for all the Monies due upon the said Note: **And whereas** it being since fully made appear, that there are not Assets of the said D. near sufficient to answer and pay to her the said A. the said Sum of — so due upon the said Note, she the said A. in Consideration of the Sum of 15*l.* to be to her now paid by the said C. hath agreed to accept of the same in full Satisfaction and Discharge of all Monies due to her upon the said Note, and of all her Charges and Expences touching the same, and that all Proceedings at Law concerning the same shall from henceforth cease and be finally determined, and that the said Note shall be by her delivered up to the said C. In Consideration whereof he the said C. immediately before the Executing hereof, hath well and truly paid to her the said A. the said Sum of — in full Discharge of all such Monies so agreed to be paid to her in full Discharge as aforesaid, as by her Receipt for the same, indorsed on the Back of the said Note, may appear: **And whereas** the said B. soon after his Assigning of the said Note to the said A. became insolvent, and is now liable to a Statute of Bankruptcy; and it being feared a Commission of Bankruptcy may be taken out against him, and in Case the same shall be so done, and the said B. shall be found a Bankrupt, he the said C. is apprehensive that he may be liable and obliged to pay the said Sum of — over again to the Assignees of the said Commission; for which Reason, and previous to his the said C.'s now Payment of the said Sum of — to her the said A. and in Consideration thereof she the said A. and also the said B. proposed and agreed with the said C. to repay the same, and to indemnify him in Case of such Bankruptcy found and Repayment thereof as aforesaid, in such Manner as herein after is in that Behalf mentioned and expressed: **Now the Condition, &c.** That if a Commission of Bankruptcy shall at any Time within — now next ensuing be taken out against the said B. upon Account of any Debts now due from him to any Person or Persons whatsoever, and he the said B. shall be found and proved a Bankrupt thereon, and that the said Debt or Sum of — now paid by the said C. to the said A. (being Part of the Debts due from the Estate late of the said D. to the said B. as aforesaid) shall be assigned to the Assignee or Assigns of the said Commission; and that in such Case he the said C. (as Administrator of the said D.) his Executors or Administrators, shall be compelled or obliged to, and shall actually repay to such Assignee or Assigns the said Sum of — or any Part thereof; **Then** and in such Case, if they the said A. and B. or one of them, their or one of their Heirs, Executors or Administrators, shall and do well and truly refund and repay unto the said C. his Executors, Administrators or Assigns, the said Sum of — or so much thereof as shall be by him or them so repaid to the Assignee or Assigns of such Commission, so taken out as aforesaid, within — Days next after his or their Payment thereof: **And also** if they the said A. and B. or one of them, their or one of their Heirs, Executors or Administrators, shall and do from Time to Time, and at all Times from henceforth hereafter, well and sufficiently save, keep harmless and indemnified the said C. his Heirs, Executors and Administrators, and his, their and every of their Real and Personal Estates, of, from

and against all and all Manner of Actions, Suits, Executions, Costs, Charges, Damages and Expences whatsoever, which shall or may any Ways arise, fall or happen to him, them or any of them, for or by reason or on Account of his the said C.'s Payment of the said Sum of — to her the said A. as Administrator of the said D. as aforesaid; then, &c.

To indemnify a Person upon paying Money pursuant to an Award.

AND whereas, &c. (*Recite the Award*) **And** whereas the said D. in Compliance with and Performance of the said Award, hath on the Date hereof paid unto the said E. the said Sum of — of lawful, &c. the Receipt whereof the said E. doth hereby acknowledge, and thereof and of every Part thereof doth clearly acquit, &c. for ever by these Presents: **Now therefore** the Condition, &c. That if the said E. his Heirs, Executors and Administrators, do and shall from Time to Time, and at all Times hereafter, save and keep harmless and indemnified the said D. his, &c. of and from all Actions, &c. which shall or may be commenced, &c. for or by reason of the said — l. or the Payment thereof, to the said E. as aforesaid; then, &c.

XXIV. Indemnity concerning Maritime Affairs.

From a Master of a Ship to indemnify a Merchant on Account of paying Money to him for his and the Ship's Company's full Share of the Sum of — he received on Account of the Part-Owners; and in Case he is sued for the Money so paid him, to refund in Proportion of what is recovered of him, and to indemnify, &c.

Whereas the above named A. (*the Merchant*) lately received the Sum of 800 l. of Mr. B. for Account of the Owners and Ship's Company of the Privateer called the S. the above bound C. Commander, and hath on the Day of the Date hereof, and before Sealing and Delivery of these Presents, paid unto the said C. for the Use of himself and the said Ship's Company the Sum of 180 l. the Receipt whereof the said C. doth hereby acknowledge to be in full Satisfaction for his the said C.'s and Ship's Company's Part and Share of the said 800 l. **Now the Condition**, &c. That if at any Time hereafter the said A. his Executors or Administrators, shall be sued for or concerning the said 800 l. or any Part thereof, and that the said Sum, or any Part thereof, shall be recovered from him or them, or that he or they shall be by any Ways compelled to pay all or any Part of the said Sum of 800 l. received as aforesaid, to any other Person or Persons, except the said Owners and Ship's Company, as aforesaid; then and in such Case, if upon Notice and Demand thereof made and given by the said A. his Executors or Administrators, unto the said C. his Executors or Administrators, he the said C. his, &c. do and shall truly refund and pay back, or cause to be paid unto the said A. his, &c. the said Sum of 180 l. or so much and such Part thereof in Proportion as the said A. shall be sued for and compelled to pay, or which shall be recovered from him or them, of the said 800 l. **And also** if the said C. his Executors and Administrators, do and shall at all Times hereafter, in Proportion to the said 180 l. well and sufficiently save, and keep harmless and indemnify the said A. his, &c. and his and their Goods and Chattels, of and from all Actions, &c. which shall or may be commenced or prosecuted against him or them, or which he or they may sustain or be put unto for or by reason of the said 800 l. or any Part thereof, or paying the said 180 l. to the said C. as aforesaid; then, &c.

To indemnify the Freight of a Ship, on his paying the Freight to a Person empowered to receive it by Letter of Attorney, and to indemnify him from the former and present Master.

Whereas the above bound A. for himself, and for and on the Behalf of the Rest of the Part-Owners of the Ship S. Burthen, &c. whereof E. was, and D. is now Master, hath by Writing under his Hand and Seal, bearing Date herewith, empowered the above bound B. also Part-Owner of the said Ship, to demand, recover and receive of the above named C. and others, all Monies due for Freight, on Account of the said Ship's late Voyage from M. as thereby, Relation, &c. **Now the Condition**, &c. That if the said A. and B. their Heirs, &c. or either or any of them, shall and do, &c. and indemnified the said C. his Executors and Administrators, and his and their Goods and Estate, of, from and against the aforesaid E. and D. and the Part-Owners of the said Ship, or any of them, and

all other Person and Persons, and from all Actions, &c. for, about or concerning all or any such Sum or Sums of Money which the said C. his, &c. or any other Person or Persons as Freighters of the said Ship, and for whose Freight the said C. is or may be liable or chargeable, shall or may pay to the aforesaid B. for Freight, or otherwise, on Account of the said Ship's late Voyage from M. as aforesaid; then, &c.

From the Master of a Ship (and one bound with him) to indemnify the Owners from all Debts and Incumbrances, &c. upon his making up his Accounts with them.

Whereas the above bound A. who was late Master of the good Ship or Vessel called, &c. Burthen, &c. now in, &c. hath on or before the Date hereof given unto the above named B. and C. and the Rest of the Part-Owners of the said Ship, or some of them, a just and true Account of such Debts and Monies as have been contracted and owing on Account thereof, which are therein mentioned as paid and discharged; and hath likewise accounted with them, or some of them, concerning the said Ship, and all Matters relating thereunto, during the Time of his being Master thereof: **Now the Condition, &c.** That if the said A. and the above bound D. their Heirs, &c. do, &c. and indemnified the said B. and C. and the Rest of the Part-Owners of the said Ship, their Executors, &c. and the said Ship, with her Appurtenances, from all or any Debts, Charges and Incumbrances, or any Act or Thing whatsoever made, done or committed by the said A. or by any others by his Means, Privity or Procurement, whereby, wherewith, or by Means whereof the said Ship, with her Appurtenances, or any Part thereof, or the Part-Owners thereof, all or any of them, for or on Account or in Respect of the said Ship, is or are on the Date hereof, or shall or may at any Time hereafter be charged, seised, forfeited, extended, chargeable or incumbered in any wise; then, &c.

From Part-Owners of a Ship, to indemnify the Master (on compromising Suits and Differences) on Account of a Prize taken, the Sailors Shares and Wages.

Whereas Differences and Suits have been between the above bound A. B. and C. and other the Part-Owners of the Vessel or Privateer called the C. Galley, whereof the above named D. was Commander, and him the said D. concerning several Accounts, Matters and Things relating to the said Privateer, and the said D.'s Transactions therein, all which Differences and Suits are fully composed and determined, and thereupon the said A. B. and C. have agreed to indemnify and save harmless the said D. from the several Claims, Matters and Things, as hereunder is mentioned: **Now therefore the Condition, &c.** That if the said A. B. and C. their Heirs, &c. do, &c. and indemnified the said D. his Executors, &c. and his and their Lands, &c. of and from all Actions, &c. by or from the Owners of, or any other Person or Persons concerned in a Vessel called the L. which was taken as Prize by the said D. in the said C. Galley, for, about or concerning the said Vessel, or her Lading, or any Thing relating thereunto; and also if the said A. B. and C. their Heirs, &c. do, &c. and indemnified the said D. his Executors, &c. and his, &c. of and from all or any Claims by, for or from all or any of the Seamen and Mariners of the said C. Galley, their or any of their Executors, &c. for, about or concerning — Parts of and in the said Prize called the L. and for, about or concerning the Sum of — due to the said Seamen or Mariners for Wages in the said C. Galley, left in the Hands of the Owners thereof, and accordingly allowed in Accounts between the said Owners and the said D. and of and from all Actions, &c. against the said D. his Executors, &c. or which he or they may sustain or be put unto for or in any wise concerning the said Claims of the said Seamen, or the said — L. as aforesaid; then, &c.

XXV. Indemnity concerning Wages of Sailors, &c.

To indemnify the Master of a Ship on his paying the Master of an Apprentice Wages for the Service of such Apprentice on Board the said Ship.

Whereas the above named A. Commander of the good Ship or Vessel called the S. now in the River of — and lately arrived from S. hath on the Date hereof paid unto the above bound B. for the Use of C. of, &c. the Sum of — of, &c. for the Wages of D. (the Apprentice of the said C.) for his Service on Board the said Ship during her said late Voyage, the Receipt whereof the said B. doth hereby acknowledge: **Now the Condition, &c.** That if the said B. his Heirs, Executors and Administrators, shall and do at all Times

Times hereafter well, &c. the said *A.* and the Part-Owners of the said Ship *S.* their Heirs, Executors and Administrators, and every of them, of and from all Actions, &c. for or concerning the said Sum of — or the Payment thereof, as aforesaid, in any Manner of wife; then, &c.

The like to Part-Owners and Commander of a Ship, on Account of the Service of a Negro Servant.

Whereas there is due and owing for the Wages of a Negro Servant belonging to the above bound *A.* on Board the Ship *R.* whereof Captain *B.* is Commander, who was there called by the Name *V. L.* the Sum of 40*l.* in full for his Service on Board the said Ship during her late Voyage to and from *India*, out of which said Sum there is owing by the said *V. L.* to the said Captain *B.* — *l.* and to the Purser of the said Ship — *l.* and there is to be paid more for the Hospital Duty — which said several Sums the said *A.* hath allowed thereof to be paid as aforesaid, and the Remaining — the Part-Owners of the said Ship have on or before the Day of the Date hereof paid unto the said *A.* the Receipt and Allowance of which said Sum of — as aforesaid the said *A.* doth hereby acknowledge, and thereof, &c. **Now the Condition,** &c. That if the said *A.* her Heirs, Executors and Administrators, do and shall, &c. (as above) harmless and indemnified the Part-Owners and the said Commander of the said Ship, and every of them, their and every of their Heirs, Executors and Administrators, and their and every of their Lands, &c. put unto, for or concerning the said — the Wages of the said *V. L.* or the Payments thereof as aforesaid, they giving Notice of every or any such Action or Suit which shall or may be so brought or commenced, unto the said *A.* her Heirs, Executors or Administrators, that she or they may defend the same; then, &c.

To indemnify Part-Owners on paying the Son's Wages to the Father.

Whereas the above named *A.* hath, on the Behalf of himself and the Rest of the Part-Owners of the *C.* Galley, on the Date hereof, paid unto the above bound *B.* for and on the Behalf of his Son *C.* (Copper, now at Sea) the Sum of — which is due to the said *C.* for his Service as Cooper on Board the said Ship *C.* Galley, lately arrived from the Straights, and in full of all Wages due to the said *C.* for his said Service: **Now the Condition,** &c. That if the above bound *B.* and *D.* (one bound with him) their Heirs, Executors and Administrators, do and shall at all Times hereafter well, &c. the said *A.* and the Rest of the Owners of the said Ship, and his and their Heirs, &c. and the said Ship, with her Appurtenances, and every of them, of and from all Actions, &c. which shall or may be commenced, sued, prosecuted, recovered or awarded against him or them, or which he or they, or any of them, may sustain or be put unto by the said *C.* or any other Person or Persons whatsoever, for or by reason of the Payments of the said Sum of — to the said *B.* as aforesaid, in any wife; then, &c.

To indemnify the Master of a Ship on his paying the Wages of one of his Sailors (to two Persons, in Trust for his Brothers and Sisters) he dying and leaving the same to be equally divided amongst them; and to indemnify the Ship and Part-Owners thereof, and to procure Discharges from each of the other Brothers and Sisters.

Whereas *A.* the Younger, late of, &c. deceased, by his last Will in Writing, dated the — Day of, &c. did give and bequeath, equally to be divided amongst his Brothers and Sisters, all the Wages due to him the said *A.* for his Service on Board the Ship called — which Monies were then in the Hands of the above named *B.* late Master of the said Ship: **And whereas** the said *B.* hath on the Day of the Date above written paid unto the said *C.* and *D.* for the Use of, and to be paid and divided equally between themselves and the Rest of the Brothers and Sisters of the said *A.* the Younger, the Sum of — being the full Wages which were due and belonging to the said *A.* at the Time of his Decease, for his Service on Board the said Ship *R.* upon their Promise and Agreement to procure sufficient Releases and Discharges from all the Brothers and Sisters of the said *A.* deceased, for their several Parts and Shares of and in the said Wages, and to indemnify the said *B.* for and concerning the same, as hereunder is mentioned: **Now the Condition,** &c. That if the said *C.* and *D.* their Heirs, &c. or some of them, shall and do pay or cause to be paid unto the Rest of the Brothers and the Sisters of the said *A.* their full Parts and Shares of the said Sum

Sum of — and procure their sufficient Releases and Discharges therefrom, and for and concerning all Wages due for the Service of the said *A.* on Board the said Ship *R.* and shall and do likewise at, &c. and indemnified the said *B.* his Heirs, &c. and the Part-Owners of the said *R.* and every of them, their and every of their Lands, &c. of and from all Actions, &c. for or concerning the Wages of the said *A.* for his Service on Board the said Ship *R.* or the said Sum of — paid as aforesaid, or any Part thereof, in any Manner of wife; then, &c.

To indemnify the Master of a Ship and Part-Owners, on Account of his paying Money into Court; he being sued by several Persons for the Wages of one of his Men.

Whereas an Action hath been entered by *A.* of, &c. in the Lord Mayor's Court of the City of *London*, or some other Court, against the above named *B.* Master of the good Ship or Vessel called *L.* lately arrived from *Barbadoes*, for the Wages of *C.* Servant of the above bound *D.* for his Service as Carpenter's Mate aboard the said Ship in her said late Voyage, whom the said *A.* pretends to be his Servant, to which Action the said *B.* hath given Bail; which Wages being — the said *B.* hath before the Date hereof, upon Execution had against him on other Suits concerning the said Money, paid the said — into the said Court of the Lord Mayor of the City of *London*: **Now the Condition, &c.** That if he the said *D.* his Heirs, Executors and Administrators, shall and do at all Times hereafter well and sufficiently save, &c. him and the Part-Owners of the said Ship, their Heirs, Executors and Administrators, and every of them, of and from the said Action so entered against the said *D.* by the said *A.* as aforesaid, and all Suits, Costs, Charges, Executions, Payments and Damages thereupon, or by reason thereof, or for or concerning the Wages of the said *C.* for his Service on Board the said Ship in her said late Voyage, or the Payments thereof in any Manner of wife; then, &c.

Note; *This Bond was only given by one of them that sued the Master.*

From the Master of a Ship's Widow, to indemnify the Part-Owners of a Ship, on Account of their paying her Money disbursed by her Husband to pay his Sailors Wages.

Whereas the above bound *A.* hath on the Date hereof delivered an Account of several Sums of Money disbursed by the above named *B. A.* her late Husband, deceased, on Account of the Ship or Vessel called the *S.* whereof the said *B. A.* was Master, and the above named *C.* and *D.* are Owners, and amongst other Disbursements therein mentioned of several Sums paid to the several Persons following by the said *B. A.* deceased, for Wages for Service on Board the said Ship, viz.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
To <i>R. S.</i> Gunner,	—	—	—
To <i>L. M.</i> Cooper,	—	—	—
&c.			

All which said Payments amount in the Whole to the Sum of — as by the said Accounts may appear: **And whereas** the said *C.* and *D.* have before Sealing hereof paid unto the said *A.* the said Sum of — together with the Monies due to her on the said Accounts, the Receipt whereof the said *A.* doth hereby acknowledge: **Now the Condition, &c.** is such, That if the above bound *A.* and *L.* (*one bound with her*) or either of them, their or either of their Heirs, &c. do and shall, &c. the said *C.* and *D.* their Heirs, &c. and their Lands, &c. and the said Ship, with her Appurtenances, and every of them, of and from all Actions, &c. put unto by any Person or Persons whatsoever, concerning the said several Sums so paid, or charged as paid, in the said Accounts for Wages, as aforesaid, and every Part thereof in any wife; then, &c.

To repay what Money shall afterwards appear to be over paid for a Person's Service abroad, and to indemnify, &c.

On paying Wages to the Guardian of the Servant's Children, he being dead.

Whereas the above named *A.* hath on the Day of the Date above written, at the Request of the above bound *B.* paid unto him the said *B.* as Guardian to *C.* and *D.* Minors, Children of *E.* (who died at *M.* in Parts beyond the Seas) and Administrator of the Goods and Chattels

Times hereafter well, &c. the said *A.* and the Part-Owners of the said Ship *S.* their Heirs, Executors and Administrators, and every of them, of and from all Actions, &c. for or concerning the said Sum of — or the Payment thereof, as aforesaid, in any Manner of wife; then, &c.

The like to Part-Owners and Commander of a Ship, on Account of the Service of a Negro Servant.

Whereas there is due and owing for the Wages of a Negro Servant belonging to the above bound *A.* on Board the Ship *R.* whereof Captain *B.* is Commander, who was there called by the Name *V. L.* the Sum of 40*l.* in full for his Service on Board the said Ship during her late Voyage to and from *India*, out of which said Sum there is owing by the said *V. L.* to the said Captain *B.* — *l.* and to the Purser of the said Ship — *l.* and there is to be paid more for the Hospital Duty — which said several Sums the said *A.* hath allowed thereout to be paid as aforesaid, and the Remaining — the Part-Owners of the said Ship have on or before the Day of the Date hereof paid unto the said *A.* the Receipt and Allowance of which said Sum of — as aforesaid the said *A.* doth hereby acknowledge, and thereof, &c. **Now the Condition, &c.** That if the said *A.* her Heirs, Executors and Administrators, do and shall, &c. (as above) harmless and indemnified the Part-Owners and the said Commander of the said Ship, and every of them, their and every of their Heirs, Executors and Administrators, and their and every of their Lands, &c. put unto, for or concerning the said — the Wages of the said *V. L.* or the Payments thereof as aforesaid, they giving Notice of every or any such Action or Suit which shall or may be so brought or commenced, unto the said *A.* her Heirs, Executors or Administrators, that she or they may defend the same; then, &c.

To indemnify Part-Owners on paying the Son's Wages to the Father.

Whereas the above named *A.* hath, on the Behalf of himself and the Rest of the Part-Owners of the *C.* Galley, on the Date hereof, paid unto the above bound *B.* for and on the Behalf of his Son *C.* (Copper, now at Sea) the Sum of — which is due to the said *C.* for his Service as Cooper on Board the said Ship *C.* Galley, lately arrived from the Streights, and in full of all Wages due to the said *C.* for his said Service: **Now the Condition, &c.** That if the above bound *B.* and *D.* (one bound with him) their Heirs, Executors and Administrators, do and shall at all Times hereafter well, &c. the said *A.* and the Rest of the Owners of the said Ship, and his and their Heirs, &c. and the said Ship, with her Appurtenances, and every of them, of and from all Actions, &c. which shall or may be commenced, sued, prosecuted, recovered or awarded against him or them, or which he or they, or any of them, may sustain or be put unto by the said *C.* or any other Person or Persons whatsoever, for or by reason of the Payments of the said Sum of — to the said *B.* as aforesaid, in any wife; then, &c.

To indemnify the Master of a Ship on his paying the Wages of one of his Sailors (to two Persons, in Trust for his Brothers and Sisters) he dying and leaving the same to be equally divided amongst them; and to indemnify the Ship and Part-Owners thereof, and to procure Discharges from each of the other Brothers and Sisters.

Whereas *A.* the Younger, late of, &c. deceased, by his last Will in Writing, dated the — Day of, &c. did give and bequeath, equally to be divided amongst his Brothers and Sisters, all the Wages due to him the said *A.* for his Service on Board the Ship called — which Monies were then in the Hands of the above named *B.* late Master of the said Ship: **And whereas** the said *B.* hath on the Day of the Date above written paid unto the said *C.* and *D.* for the Use of, and to be paid and divided equally between themselves and the Rest of the Brothers and Sisters of the said *A.* the Younger, the Sum of — being the full Wages which were due and belonging to the said *A.* at the Time of his Decease, for his Service on Board the said Ship *R.* upon their Promise and Agreement to procure sufficient Releases and Discharges from all the Brothers and Sisters of the said *A.* deceased, for their several Parts and Shares of and in the said Wages, and to indemnify the said *B.* for and concerning the same, as hereunder is mentioned: **Now the Condition, &c.** That if the said *C.* and *D.* their Heirs, &c. or some of them, shall and do pay or cause to be paid unto the Rest of the Brothers and the Sisters of the said *A.* their full Parts and Shares of the said Sum

Sum of — and procure their sufficient Releases and Discharges therefrom, and for and concerning all Wages due for the Service of the said *A.* on Board the said Ship *R.* and shall and do likewise at, &c. and indemnified the said *B.* his Heirs, &c. and the Part-Owners of the said *R.* and every of them, their and every of their Lands, &c. of and from all Actions, &c. for or concerning the Wages of the said *A.* for his Service on Board the said Ship *R.* or the said Sum of — paid as aforesaid, or any Part thereof, in any Manner of wife; then, &c.

To indemnify the Master of a Ship and Part-Owners, on Account of his paying Money into Court; he being sued by several Persons for the Wages of one of his Men.

Whereas an Action hath been entered by *A.* of, &c. in the Lord Mayor's Court of the City of *London*, or some other Court, against the above named *B.* Master of the good Ship or Vessel called *L.* lately arrived from *Barbadoes*, for the Wages of *C.* Servant of the above bound *D.* for his Service as Carpenter's Mate aboard the said Ship in her said late Voyage, whom the said *A.* pretends to be his Servant, to which Action the said *B.* hath given Bail; which Wages being — the said *B.* hath before the Date hereof, upon Execution had against him on other Suits concerning the said Money, paid the said — into the said Court of the Lord Mayor of the City of *London*: **Now the Condition**, &c. That if he the said *D.* his Heirs, Executors and Administrators, shall and do at all Times hereafter well and sufficiently save, &c. him and the Part-Owners of the said Ship, their Heirs, Executors and Administrators, and every of them, of and from the said Action so entered against the said *D.* by the said *A.* as aforesaid, and all Suits, Costs, Charges, Executions, Payments and Damages thereupon, or by reason thereof, or for or concerning the Wages of the said *C.* for his Service on Board the said Ship in her said late Voyage, or the Payments thereof in any Manner of wife; then, &c.

Note; This Bond was only given by one of them that sued the Master.

From the Master of a Ship's Widow, to indemnify the Part-Owners of a Ship, on Account of their paying her Money disbursed by her Husband to pay his Sailors Wages.

Whereas the above bound *A.* hath on the Date hereof delivered an Account of several Sums of Money disbursed by the above named *B. A.* her late Husband, deceased, on Account of the Ship or Vessel called the *S.* whereof the said *B. A.* was Master, and the above named *C.* and *D.* are Owners, and amongst other Disbursements therein mentioned of several Sums paid to the several Persons following by the said *B. A.* deceased, for Wages for Service on Board the said Ship, viz.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
To <i>R. S.</i> Gunner,	—	—	—
To <i>L. M.</i> Cooper,	—	—	—
&c.			

All which said Payments amount in the Whole to the Sum of — as by the said Accounts may appear: **And whereas** the said *C.* and *D.* have before Sealing hereof paid unto the said *A.* the said Sum of — together with the Monies due to her on the said Accounts, the Receipt whereof the said *A.* doth hereby acknowledge: **Now the Condition**, &c. is such, That if the above bound *A.* and *L.* (one bound with her) or either of them, their or either of their Heirs, &c. do and shall, &c. the said *C.* and *D.* their Heirs, &c. and their Lands, &c. and the said Ship, with her Appurtenances, and every of them, of and from all Actions, &c. put unto by any Person or Persons whatsoever, concerning the said several Sums so paid, or charged as paid, in the said Accounts for Wages, as aforesaid, and every Part thereof in any wife; then, &c.

To repay what Money shall afterwards appear to be over paid for a Person's Service abroad, and to indemnify, &c.

On paying Wages to the Guardian of the Servant's Children, he being dead.

Whereas the above named *A.* hath on the Day of the Date above written, at the Request of the above bound *B.* paid unto him the said *B.* as Guardian to *C.* and *D.* Minors, Children of *E.* (who died at *M.* in Parts beyond the Seas) and Administrator of the Goods and Chattels

Chattels of the said *E.* for the Use and Benefit of the said Children, the Sum of — *l.* of, &c. which the said *B.* claims or alledges to be due to the said *E.* unto and at the Time of his Decease, which happened on or about the, &c. for his Service in *R.* by Virtue of certain Articles of Agreement, bearing Date the, &c. made between the said *E.* by the Name of *E.* of, &c. of the one Part, and the said *A.* of the other Part, over and above the Sum of — *l.* which was paid by the said *A.* to the said *E.* or to his Attorney, on the, &c. on Account of his said Service; for which said Sum of — so paid to the said *B.* he the said *B.* hath given the said *A.* a Discharge, bearing even Date with these Presents: **Now the Condition, &c.** That if at any Time hereafter it shall appear to be certified by any Letter, Account or Writing, from or under the Hand of *F.* Merchant in *R.* Brother of the said *A.* that all or any Part of the said Sum of — *l.* so paid to him the said *B.* for the Wages or Salary by him alledged to be due to the said *F.* to the Time of his Decease, as aforesaid, is more than the Wages or Salary due and owing to the said *F.* at the Time of his Decease, amounted to, over and above the said Sum of — *l.* so paid him, or to his Attorney, as aforesaid; then and in such Case, if the said *B.* his Heirs, Executors or Administrators, do and shall well and truly repay or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, all or so much of the said — *l.* to him paid as aforesaid, which by any such Letter, Writing or Account, from or under the Hand of the said *F.* shall appear or be certified, is paid by the said *A.* more than the Wages or Salary due and owing to the said *F.* at the Time of his Decease, amounted to, over and above the Sum of — so paid as aforesaid; and also if the said *B.* his Heirs, &c. do and shall, &c. (as in other Bonds of Indemnity on paying Money.)

XXVI. Indemnity of Purchasers, &c.

From P. B. to save harmless a Purchaser.

First, That an Infant shall within a limited Time confirm his Share of an Estate in Remainder by him conveyed; and Secondly, That the Purchaser shall peaceably enjoy the same, and also the Share of a Brother of the said Infant by him also purchased.

Whereas *J. P.* one of the Children of *M. P.* Daughter of *R. B.* late of — deceased, did on or about the — Day of — last, convey and assign unto the above named *J. C.* all such Part, Share and Proportion which he the said *J. P.* then was, or after the Decease of his Mother the said *M. P.* should be intitled to, of and in certain — which were by the said *R. B.* by Will dated — given to the said *M. P.* for Life, and of and in the Monies for which the said Premises should be sold: **And whereas** it has been reported, that the said *J. P.* was not of Age at the Time of Executing the Conveyance to the said *J. C.* **And whereas** the said *J. C.* hath, at the Request of the said *P. B.* agreed to purchase the Part and Share of *H. P.* one of the Brothers of the said *J. P.* of and in the said — and Monies for which the same shall be sold, upon the said *P. B.*'s agreeing to enter into the above written Bond or Obligation: **Now the Condition** of the above written Obligation is such, That if the said *J. P.* shall and do, at any Time within two Years from the Date of the above written Obligation, confirm to the said *J. C.* and his Heirs, the Conveyance and Assignment made to him by the said *J. P.* as aforesaid; and also if the said *J. C.* his Heirs, Executors, Administrators and Assigns, shall and do from Time to Time, and at all Times for ever after the Decease of the said *M. P.* peaceably and quietly have, hold, occupy, possess and enjoy all such Part, Share and Proportion, and Parts, Shares and Proportions of, in and to the said — and the Monies for which the same shall be sold, which they the said *J. P.* and *H. P.* and *S.* the Wife of him the said *P. B.* or any of them, have conveyed or assigned to the said *J. C.* without the Let or Interruption of or by any Person or Persons whatsoever, then the above written Obligation to be void; but if Default be made in any of the Conditions aforesaid, then it is to be and remain in full Force and Virtue.

From the Assignee of a Lease of a House, to indemnify the original Lessee assigning the same from the Rents and Covenants in the Lease.

Whereas the said *W. R.* hath assigned and made over unto the above bound *J. C.* the Lease of the House wherein he now dwells, being the *Castle Tavern* in *D. L.* for the Remainder of a Term of seven Years; subject nevertheless to the Rent, Covenants and Agreements on the Lessee's Part to be paid, performed and kept: **Now the Condition** of this Obligation is such, That if the above bound *J. C.* shall and do from Time to Time save, keep harmless

harmless and indemnified the said *W. R.* his Executors and Administrators, his and their Goods and Chattels, of, from and against all Costs, Charges, Damages and Expences whatsoever, which may any wise accrue or happen to him or them by reason of his making such Assignment; then, &c.

From one of the Vendors, that the Vendee shall peaceably enjoy the Vendor's Moiety, and receive the Profits, without the Interruption of his Wife, &c. as to Dower, &c.

Whereas the above bound *A.* and *E.* his Wife have by Indentures of Lease and Release, the Lease bearing Date — and the Release bearing Date the Day above written, (with others in the said Indentures mentioned) granted, bargained, sold, released and confirmed unto the above named *D.* and to his Heirs and Assigns for ever, one full and equal Moiety or Half-Part of and in all that Messuage, &c. situate, &c. therein particularly mentioned, as thereby, Relation, &c. **Now the Condition, &c.** is such, That if the said *D.* his Heirs and Assigns, shall and do at all Times hereafter peaceably and quietly have, hold, occupy, possess and enjoy the said one full and equal Moiety or Half-Part of the said Messuage and Premises so conveyed as aforesaid, and receive and take the Rents, Issues and Profits thereof; without any Let, Suit, Trouble, Claim or Demand, of or by the said *E.* Wife of the said *A.* or any other Person, or Persons, by or through her Means, Act, Privity, Right of Procurement, of, for or in respect of the Dower or Thirds, by the Common Law of *England*, or other Right, Claim or Demand whatsoever, which the said *E.* his Wife shall or may have or claim of, in, to or out of all and singular the said Premises conveyed as aforesaid; then, &c.

To a Purchaser for peaceable Enjoyment of Lands sold by Lease and Release.

Whereas by Indentures of Lease and Release, the Lease bearing Date, &c. and the Release bearing Date, &c. both of them made between the said *A.* of the one Part, and the above named *B.* of the other Part, the said *A.* for the Consideration therein mentioned, hath granted, &c. to the said *B.* and to his Heirs and Assigns for ever, all that, &c. as by, &c. Relation, &c. **Now the Condition, &c.** That if the said *B.* his Heirs and Assigns, shall and do from Time to Time, and at all Times for ever hereafter, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said — and all and singular other the Premises in and by the said recited Indentures, mentioned or intended to be granted, &c. with their and every of their Appurtenances, and every Part and Parcel thereof, and receive and take the Rents, Issues and Profits thereof, to his and their own Use and Benefit, without any Let, Suit, Trouble, Molestation, Eviction, Recovery, Interruption, Claim and Demand whatsoever, of or by the said *A.* his Heirs or Assigns, or any of them, or any claiming, or to claim under him or them, of or by any other Person or Persons whatsoever, by any Title prior to the Title of the said *A.* and that free and clear, and freely and clearly acquitted, exonerated and discharged, or well and sufficiently saved and kept harmless and indemnified of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Feoffments, Forfeitures, Jointures, Dowers and Titles of Dower and Thirds, Uses, Trusts, Wills, Intails, and all other Estates, Charges, Titles and Incumbrances whatsoever, at any Time heretofore had, made, committed, done or suffered by the said *A.* or by any other Person or Persons whatsoever, by Title prior to the Right or Title of the said *A.* then, &c.

A Bond from four Persons to a Purchaser touching Payment of 200 l. Trust Monies, (being Part of Purchase Monies) according to the Trusts thereof, &c. and for indemnifying Purchaser therefrom, &c.

Whereas by Indentures of Lease and Release, bearing Date respectively the 17 h and 18th Days of, &c. and made between the above bounden *H. S.* by the Name of, &c. and *P.* his Wife (since deceased) of the first Part, the above bounden *J. S.* and *D.* his Wife of the second Part, *E. E.* Gent. and the above bounden *J. H.* of the third Part, and *R. T.* Gent. (since deceased) of the fourth Part, All that Mansion-house, &c. called, &c. situate, &c. and in the same Indenture of Release particularly mentioned, were by Virtue thereof, and of a Fine duly levied, pursuant to the Covenant therein contained, granted and released unto and to the Use of the said *R. T.* and his Heirs; Upon Trust that he the said *R. T.* and his Heirs should sell and dispose of the same for the best Price that could be
got

got for the same; and upon further Trust, that after Payment of the several Sums of 600*l.* and 400*l.* due unto the said *E. E.* and *J. H.* upon their several Securities therein mentioned, and all Interest due for the same, to pay and dispose of all the Rest and Residue of such Money, or permit and suffer the said *E. E.* and *J. H.* to take out of such Purchase Money the Sum of 800*l.* subject to the following Trusts, *viz.* Upon Trust that the said *E. E.* and *J. H.* should pay the Interest of the said 800*l.* to the said *D. S.* during her Life, and after her Decease to dispose of the same in Manner following, *viz.* The several Sums of 300*l.* and 300*l.* unto *M. S.* and *E. S.* (Sisters of the said *H. S.*) and 200*l.* the Residue thereof, to *H. S.* Son of the said *H. S.* and to be so paid to them immediately upon the Decease of the said *D. S.* and in Case the said *H. S.* the Son should happen to die in the Life-time of the said *D. S.* then the said *E. E.* and *J. H.* should pay and apply Part of the said 200*l.* in such Manner as the said *D. S.* should by Deed or Will direct or appoint, and the other 100*l.* to the said *H. S.* the Father: **And whereas** by Indenture *Quadrupartite*, bearing Date the 7th Day of, &c. made between the said *J. S.* and *D.* his Wife, of the first Part, the said *H. S.* the Father, of the second Part, and *M. S.* of the third Part, and the above bounden *N. H.* of the fourth Part, (after reciting as therein is recited, in Consideration of a Marriage then intended to be had between the said *M. H.* and *M. S.* and which was soon afterwards had and solemnized accordingly) it is *inter alia* mutually agreed between the Parties thereto, that in Case the said *H. S.* the Son die in the Life-time of the said *D. S.* Then the said *M. S.* should have, as a further Advancement in Marriage, the Sum of 100*l.* Part of the said Sum of 200*l.* And that the said *E. E.* and *J. H.* should immediately after the Death of the said *H. S.* the Son, pay the said Sum of 100*l.* Part of the said 200*l.* unto the said *M. S.* as in and by the said Indenture, Relation being to them respectively had, more fully may appear: **And whereas** the said *H. S.* the Son is still an Infant, *viz.* of the Age of — or thereabouts: **And whereas** the said *H. S.* and *D.* his Wife, *H. S.* the Father, *M. H.* and *M.* his Wife, and *E. S.* have contracted and agreed with the above named *G. O.* for the absolute Sale of the said Premises unto him the said *G. O.* for the Sum of 1800*l.* and by Indenture of eight Parts bearing even Date herewith, and made between, &c. the said Capital Messuage, Farm and Premises, with the Appurtenances, (in Consideration of the said Sum of 1800*l.* paid as therein mentioned) are granted and released unto and to the Use of the said *G. O.* and *J. H.* and the Heirs of the said *G. O.* In Trust nevertheless as to the Estate of the said *J. H.* for and for the only Benefit of the said *G. O.* and his Heirs for ever: **And whereas** the said Sum of 200*l.* Part of the said Sum of 1800*l.* is in and by the said recited Indenture of eight Parts, mentioned to be paid by the said *G. O.* unto the said *E. E.* and *J. H.* which is to be by them paid over unto the said *H. S.* the Son, in Case he shall survive her said Grandmother *D. S.* or otherwise to be paid in the Manner as in that Behalf directed by the said recited Indenture *Quadrupartite* of Release of the 18th of, &c. and the said in Part recited Indenture *Quadrupartite* of Settlement of the 7th of, &c. respectively: **Now the Condition**, &c. That if the said *E. E.* and *J. H.* and the Survivor of them, their several Heirs, Executors and Administrators, do and shall from Time to Time, and at all Times hereafter, well and truly pay, apply and dispose of the said Sum of 200*l.* and the Interest thereof, from Time to Time becoming and accruing due, pursuant to the several Trusts contained in the said in Part several recited Indentures of the 10th of, &c. and the 7th of, &c. respectively, and shall and will from Time to Time, and at all Times hereafter, save harmless and keep indemnified the said *G. O.* his Heirs, Executors, Administrators and Assigns, and his and their Estates, Goods and Chattels, of and from all and all Manner of Suits, Losses, Damages and Expences whatsoever, which he the said *G. O.* his Heirs, Executors, Administrators or Assigns, or any or either of them, shall or may sustain, suffer or be put unto, either in Law or Equity, or otherwise, for or by Reason or Means of the Payment of the said 200*l.* unto the said *E. E.* and *J. H.* as aforesaid, or by Reason of the Right, Title or Claim in or to the said Sum of 200*l.* or any Part thereof, of the said *H. S.* the Son, his Executors or Administrators, or any other Person or Persons whatsoever, by Virtue of or under the said several in Part recited Indentures of the said 10th of, &c. and the 7th of, &c. or either of them, or any Thing arising therefrom or relating thereunto; then, &c.

W. P. W.

From a Master of a Ship to the Purchaser of it, to indemnify him from a former Owner and Master, on Account of Wages due to him.

Whereas there is due and owing to the above bound *A.* from *B.* of, &c. late Owner of the Ship called the *C.* Burthen about — Tuns, the Sum of — or thereabouts, for Wages for his the said *A.*'s Service as Master of the said Ship: **And whereas** the above named

named *D.* hath on the Date hereof bought the said Ship, with her Appurtenances: **Now therefore the Condition, &c.** is such, That if the said *A.* his, &c. do and shall, &c. the said *D.* his, &c. and all other Person or Persons which shall or may hereafter be Owner or Owners of the said Ship, and likewise the said Ship, with her Appurtenances, and every of them, as well of and from the said Sum of — due and owing from the said *B.* as aforesaid, as also from all or any other Sum and Sums of Money and Demands due or owing by and from the said *B.* or any other Person or Persons whatsoever, on Account of, or wherewith or by Means whereof the said Ship is or shall, or may be charged or chargeable, or for or by reason of being or acting as Master thereof in any Manner of wise; then, &c.

To indemnify the Purchaser of a Ship from Bills of Sale standing out, and for peaceable Enjoyment.

Whereas the above bound *A.* by Bill of Sale, &c. (*Recital of the Bill of Sale*) hath granted and sold unto the above named *B.* all that Ketch or Vessel called, &c. whereof the said *A.* is or was Master, and all Anchors, &c. as by the said recited Bill of Sale, Relation, &c. **And whereas** the Bills of Sale granted to the several Persons herein after mentioned, of the several Parts of and in the said Ketch or Vessel, are as followeth, viz. To *D.* of one eighth Part, to *E.* of one eighth Part, &c. (*and so of the Rest*) are not assigned or delivered up as the same ought to be, but the said *A.* doth agree to cause or procure the same to be assigned and delivered up unto the said *B.* within twelve Months next ensuing the Date above written: **Now the Condition, &c.** That if the said *A.* his, &c. do and shall within twelve Months next ensuing the Date above written, cause or procure the said several Bills of Sale so granted of the aforesaid several Parts of and in the said Ketch or Vessel, and the said Parts thereof to be assigned and delivered up unto the said *B.* his Executors, Administrators or Assigns; **And also** if the said *B.* his Executors, Administrators and Assigns, shall and do at all Times hereafter peaceably and quietly have, hold, possess and enjoy the said Ketch or Vessel, and Premises, with the Appurtenances, before sold as aforesaid, freed and discharged from all Debts, Estates, Charges and Incumbrances made, done, committed or suffered by and without any Let, Suit, Trouble, Interruption, Claim or Demand of, from or by as well the several Persons aforesaid, or any of them, or any claiming from, by or under them, or any of them, for or in respect of the said several Bills of Sale so granted and to be assigned as aforesaid, as also of or by all or any other Person or Persons whatsoever, according to the true Intent and Meaning of these Presents, and of the said recited Bill of Sale; then, &c.

Note; *There were two more bound.*

To indemnify a Purchaser of Part of a Ship from her Outset, and from a Suit then depending on Account of the Ship's being in the East-India Company's Service.

Whereas the above bound *A.* by Bill of Sale bearing the Date above written, for the Consideration therein mentioned, hath sold unto the above named *B.* — Part of the Ship called, &c. and of all her Masts, &c. as thereby may appear: **Now the Condition, &c.** That if the said *A.* his Executors and Administrators, shall and do at all Times hereafter discharge, save and keep harmless and indemnified the said *B.* his Executors, Administrators and Assigns, and the said — Part of the Ship *F.* with her Appurtenances, sold as aforesaid, and other his and their Goods, Chattels and Estate, of and from all or any Debt, Sum and Sums of Money payable whatsoever, due, owing or payable to any Person or Persons, for or on Account of the said Ship, for her Outset and Fitting her for Sea for her said Voyage to *G.* and from all Charges during her Stay in the *Downs*, and until her Departure from *P.* outwards, on her said Voyage; and likewise of and from all or any Sum and Sums of Money, Charges of Suit, and other Charges and Damages which now are and shall grow due, owing or payable for or by reason of a Suit now depending between the Owners of the said Ship and the *East-India Company*, on Account of the said Ship and her Voyage in the Service of the said Company, and also of and from all Actions which shall or may be brought, prosecuted, recovered or awarded against the said *B.* his Executors, &c. or which he or they may sustain or be put unto for or concerning the said Outset of the said Ship, and the said Suit so depending as aforesaid, in any Manner of wise; then, &c.

A Condition of a Bond to indemnify a Purchaser from an Annuity or Rent-Charge, &c. and other Incumbrances.

— **Now the Condition** of the above written Obligation is such, That if they the said *A.* and *B.* or either of them, their or either of their Heirs, Executors and Administrators, do and shall at all Times hereafter well and sufficiently defend, save, keep harmless and indemnified the said *C.* his Heirs and Assigns, and also the said Manors, Lands and Hereditaments, so purchased by and conveyed to the said *C.* as aforesaid, of and from the said Annuity of 30*l.* and of and from all Legacies, Charges and Payments charged upon the said purchased Premises, or any Part thereof, by the last Will and Testament of *H. W.* Gent. deceased, or which can or may any way charge, affect or incumber the same; and so do and shall at all Times hereafter save harmless and keep indemnified the said *C.* and his Heirs of and from all Costs, Damages and Charges whatsoever, that he or they shall or may sustain or be put unto for, by Reason or upon Account of the aforesaid Incumbrances, or otherwise, touching the same; that then, &c.

A Bond to indemnify a Purchaser from an Annuity and Legacies.

— **Whereas, &c.** (Recite the Indentures of Lease and Release, and the Agreement previous to the Purchase, touching the Indemnification from an Annuity and Legacies, &c.) **Now the Condition, &c.** That if they the said *A.* and *B.* or either of them, their or either of their Heirs, Executors and Administrators, do and shall at all Times hereafter well and sufficiently defend, save, keep harmless and indemnified the said *C.* his Heirs and Assigns; and also the said Manors, Lands and Hereditaments, so purchased by and conveyed to the said *C.* as aforesaid, of and from the said Annuity of 30*l.* and of and from all Legacies, Charges and Payments, charged upon the said purchased Premises, or any Part thereof, by the last Will and Testament of *H. W.* Gent. deceased, or which can or may any way charge, affect or incumber the same; and also do and shall at all Times hereafter save harmless and keep indemnified the said *C.* and his Heirs of and from all Costs, Damages and Charges whatsoever, that he or they shall or may pay, sustain or be put unto for, by Reason or upon Account of the aforesaid Incumbrances, or otherwise, touching the same; then, &c.

From two Partners, to indemnify a Person who was joint Executor with one of them; given on his quitting his Interest in a Lease that was granted to the Deceased, and joining in the Surrender of it in order that a new one might be granted; and that they would pay the Rent, and perform the Covenants in the Lease.

Whereas, &c. (Recital of a Lease of a Messuage granted to *C.* the Deceased): **And whereas** the above bound *A.* who is Executor with the above named *E.* of the Will of the said *C.* her late Husband deceased, and the above bound *B.* are become Copartners in the Trade of — which they now exercise in the aforesaid Messuage: **And whereas** the said *E.* hath agreed and doth hereby agree to acquit all his Term and Interest in the said Premises, as Executor aforesaid, to the said *A.* and *B.* and upon Request to join in a Surrender of the said Lease, if a new one may be made and granted to the said *A.* and *B.* and they the said *A.* and *B.* have agreed in the mean Time to indemnify and save harmless the said *E.* and the Estate of the said *C.* deceased, from the Rent and Covenants therein reserved and contained, from, &c. on the Tenant's Part to be paid and performed: **Now the Condition, &c.** That if the said *A.* and *B.* or either of them, their or either of their Executors, &c. shall and do from the said — for all the Residue of the said Term of — Years by the said recited Lease granted, truly pay the said yearly Rent of — in Manner as the same is therein reserved, and also perform, fulfil and keep all and every the Covenants, Clauses and Agreements therein also contained, which on the Tenant's or Lessee's Part and Behalf of the said Premises shall grow due, and ought to be kept and performed; and thereof and therefrom, and from all Actions, &c. whatsoever, for or in any wise concerning the same, do and shall from Time to Time, and at all Times hereafter, well and sufficiently save, &c. the said *E.* Executor, as aforesaid, his Executors, &c. and the Estate of the said *C.* deceased; then, &c.

XXVII. Indemnity on Executing Deeds.

From an Apprentice's Father, to indemnify the Apprentice's Master's Widow and Executrix, upon her turning him over to another Master.

Whereas B. A. Son of the above bound B. A. by his Indentures of Apprenticeship bearing Date, &c. bound himself Apprentice unto the above mentioned C. since deceased, to learn his Art, and with him after the Manner of an Apprentice, to serve from the Date thereof, unto the full End and Term of — Years: **And whereas** the said D. C. (the Widow) hath, at the Request, and with the Consent of the said B. A. senior, and the said B. A. his Son, on the Day of the Date hereof, assigned the said Indentures of Apprenticeship unto E. of, &c. as by the said recited Indentures, and the Assignment thereof, Relation, &c. **Now the Condition, &c.** That if the said B. A. senior, his Heirs, Executors and Administrators, shall and do, &c. and indemnify the said D. C. her Executors and Administrators, and her and their Goods and Estate, and every of them, of and from the Covenants and Agreements mentioned and contained in the said recited Indentures of Apprenticeship, on the Part of the said C. to be performed, and from all Actions, &c. for or concerning the same in any Manner of wise; then, &c.

From two surviving Partners, to indemnify the Executrix of the Deceased Partner, from the Debts contracted in Partnership, upon assigning her Share in the Partnership to them.

Whereas the above named A. (Executrix of A. A.) by Indenture under her Hand and Seal, bearing even Date with the Obligation above written, reciting as therein is recited, for the Consideration therein mentioned, and in Pursuance of the Covenant in that Behalf contained in certain Indentures of Copartnership Tripartite, bearing Date, &c. made Between the said A. A. of the first Part, the above bound B. of the second Part, and the above bound C. of the third Part, Hath assigned and released unto the said B. and C. to their own proper Use, the one full and equal third Part, and all other the Part and Share belonging to her the said A. as Executrix abovesaid, of, in and to the Goods, Debts, Monies and Things belonging to the said joint Stock and Trade between the said Parties at the Time of the Decease of the said A. A. as by the said Indenture of Assignment and Release, Relation, &c. **Now the Condition, &c.** That if the said B. and C. their Executors and Administrators, do and shall, pursuant to the Covenants in that Behalf contained in the said Indentures of Copartnership, discharge, and at all Times, &c. and indemnified the said A. her Heirs, &c. and her and their Lands, &c. of and from all and every the Debts and Sums of Money which at the Time of the Decease of the said A. A. were due and owing by and from the said Partners, and which on the Day of the Date hereof are yet due, owing and undischarged, to all or any Person or Persons whatsoever, upon Account of the said late joint Trade and Partnership between the said A. A. B. and C. as aforesaid, and of, from and against all and all Manner of Actions, &c. for or by reason of the said Debts, or any of them, in any wise; then, &c.

From an Assignee of a Mortgagee, to indemnify the Mortgagee from Suits depending concerning a Debt due from the Ancestor of the Mortgagor, on making the Assignment of the Mortgage.

Whereas A. of, &c. did sometime since mortgage unto B. and C. &c. All that Messuage, &c. and all other his Manors, &c. in, &c. **And whereas** Suits at Law and in Equity are depending concerning a Debt owing to D. of, &c. by R. deceased, from whom the said mortgaged Premises descended or came to the said A. **And whereas** the said B. hath on the Date hereof assigned or conveyed his Right in the said Premises unto the said E. **Now the Condition, &c.** That if the said E. his Heirs, Executors and Administrators, do, &c. save, &c. and indemnified the said B. his Heirs, &c. Goods and Chattels, from all Costs, Charges, Damages and Expences, which he or they may any Ways be put unto or sustain for or by reason of the said Suits or Debts aforesaid, in any Manner of wise; then, &c.

To indemnify a Person, on his assigning over his Effects, pursuant to Articles of Agreement, to two of his Creditors, for the Use of themselves and the Rest of the Creditors, from two of his Creditors who would not sign the Agreement.

Whereas in and by certain Articles of Agreement, dated the, &c. made between the above named *A.* of the one Part, and the above bound *B.* and *C.* and the several other Persons whose Names are mentioned in the Schedule thereunto annexed, Creditors of the said *A.* of the other Part, the said *A.* did covenant that within two Days after all his Creditors mentioned in the said Schedule, should have signed the said recited Articles, he would assign over unto the said *B.* and *C.* for the Use of themselves and the Rest of his said Creditors, and other Uses therein mentioned, all his Shop-Goods at the Value of the first Cost, and all his Debts whatsoever justly due and owing to him the said *A.* which together should amount to the Sum of — *l.* or more, or to that Effect, (and the said Creditors did thereby covenant to discharge, or secure and indemnify the said *A.* from the Sum or Debt of — *l.* and the Interest thereof, which he and one *D.* stand bound for unto one *E.*) **And whereas** all the Creditors mentioned in the said Schedule, annexed to the said Articles, have signed the said Articles; and the said *A.* hath by Writing or Assignment under his Hand and Seal, bearing Date herewith, according to and in Pursuance of his Covenants contained in the said Articles, assigned over to the said *B.* and *C.* all his Shop Goods and Debts, for the Use of themselves and other the Creditors of the said *A.* and other Uses mentioned in the said recited Articles; as by the said recited Articles and Assignment, Relation, &c. **And whereas** the said *A.* is indebted unto *F.* in the Sum of — *l.* and unto *G.* the Sum of — *l.* which said *F.* and *G.* have not signed the said Articles; but by Agreement between the said *A.* and his Creditors, they the said *B.* and *C.* are, on the Behalf of themselves and the Rest of the Creditors, to indemnify the said *A.* from the said two Debts of — *l.* and — *l.* owing to the said *F.* and *G.* **Now the Condition, &c.** That if the said *B.* and *C.* their Heirs, &c. do and shall (by and out of the Produce of the Goods and Debts of the said *A.* assigned to them by the said recited Assignment as aforesaid) at all Times, &c. and indemnified the said *A.* his Executors, &c. of, from and against the said two Debts of — *l.* and — *l.* by him owing to the said *F.* and *G.* as aforesaid, (and the said Bond of — *l.* entered into by him and the said *D.* unto the said *E.*) and all Actions, &c. for or by reason thereof, or the Non-payment thereof, or any Part thereof, in any Manner of wise; then, &c.

To indemnify an Assignor of a Navy-Bill, upon his making a new Assignment.

Whereas the above named *A.* by Writing or Assignment, &c. bearing Date, &c. in Consideration, &c. did sell and assign unto the said *B.* his, &c. one Bill, signed by the Commissioners, and directed to the Treasurer of his Majesty's Navy, dated at the Navy-Office, and received the — Day of — 17 — (N^o —) for impressing unto him the Sum of — being in Part of the sixth impressed Bill, agreed by Contract to be made out to him on Account of, &c. (as in an Assignment of a Navy-Bill) together with the said Sum and all other Monies thereupon to grow due: **And whereas** the said Bill, by Means of several Indorsements on the above recited Assignment, came unto and was vested in the above bound *C.* who hath since sold the same to *D.* who hath sold the same to *E.* of, &c. (or this Recital instead of the last): **And whereas** the said *C.* did on or about the — Day of — by another Indorsement on the said recited Assignment, sell and assign the said Bill unto *D.* who hath assigned or agreed to assign the same unto *E.* of, &c. **And whereas** in Regard the said several Sales, or intended Sales, or Assignments of the said Bill, were not made in due Form of Law in that Behalf necessary; therefore to supply the Defects thereof, and the more effectually to vest the said Bill in the said *E.* the said *C.* hath on or before the Date above written, at the Request and with the Consent of the said *B.* and *D.* (testified by their subscribing their Names as Witnesses to these Presents) delivered up unto the said *A.* the first recited Assignment of the said Bill, with the several Indorsements thereon, as aforesaid, and the same is cancelled and made void; and he the said *A.* hath by another Writing or Assignment, bearing the Date above written, assigned the said Bill, with the Consent of the said *B.* and *D.* testified, as aforesaid, unto the said *E.* as hereby may appear: **Now the Condition, &c.** is such, That if the said *C.* his Heirs, &c. do and shall from Time, &c. save, &c. the said *A.* his Heirs, &c. and his and their Lands, &c. and every of them, of and from all Actions, &c. may sustain or be put unto for or concerning the said first recited Assignment of the said Bill, or any Right, Title, Claim or Demand, of, in and to the same, and Money thereon due, or any Part thereof, which shall or may be claimed or pretended to be claimed by any Person

Person or Persons, by, from or under the said first recited Assignment, except the said new, or other Assignments thereof, made to the said E. as aforesaid, or any Act or Thing by him the said A. done, contrary to his express Covenant in the said last Assignment thereof contained; then, &c.

XXVIII. Indemnity concerning Notes and Bonds, Bills of Sale lost.

To deliver up a Note to be cancelled when it shall be found, the Money being paid, and in the mean Time to indemnify the Drawers.

Whereas the above named A. in the Name of himself and B. gave a Bill or Note under his Hand, dated, &c. for the Sum of — payable to C. which said Bill or Note was delivered to the above bound D. and E. but is since lost or mislaid: **And whereas** the said A. hath, at or before Sealing and Delivery hereof, paid unto the said D. and E. the said Sum of — due and payable on the said Bill or Note, notwithstanding the said Bill or Note cannot be found to be delivered up, the Receipt of which said Sum the said D. and E. do hereby acknowledge, and from the same, and every Part thereof, and all Actions, Suits and Demands concerning the same, do acquit and discharge the said A. and B. their, &c. for ever by these Presents: **Now the Condition, &c.** That if the said D. and E. their, &c. do and shall deliver up the said Note, when it shall be found, to be cancelled; and until the same shall be so delivered up and cancelled, save and keep harmless and indemnified the said A. and B. their, &c. and their and every of their Lands, &c. of and from the said Bill or Note, and the said Sum of — therein mentioned, and of and from all Actions, &c. which shall or may be brought, commenced, sued, prosecuted, recovered or awarded against them, or either or any of them, or which they, either or any of them, may sustain or be put unto by any Person or Persons whatsoever, for, upon or concerning the said Bill or Note, and the said Sum of — therein mentioned, and which is so paid to the said D. and E. as aforesaid; then, &c.

Another.

Whereas the above named A. did give a Note under his Hand, dated, &c. to the above bound B. for — payable to the said B. or his Order, or the Bearer, on or about the, &c. then next, which said Note the said B. hath since lost or mislaid: **And whereas** the said A. hath (notwithstanding the same) on the Day of the Date hereof paid unto the said B. the said — in full of the said Note, and all Accounts and Demands between them, the Receipt whereof the said B. doth hereby acknowledge, and thereof doth acquit and discharge the said A. his Executors, Administrators and Assigns for ever, by these Presents: **Now therefore the Condition, &c.** That if the said B. his, &c. do and shall, when and as soon as the said Note shall be found, deliver the same unto the said A. his, &c. and shall and do at all Times hereafter, until the said Note shall be so delivered up, save and keep harmless and indemnified the said A. his, &c. and his, their and every of their Lands, &c. of and from the said Note so given as aforesaid, and Sum of Money therein mentioned, and thereby payable, and from all Actions, &c. awarded against him or them, or which he or they may sustain or be put unto for or by reason thereof in any Manner of wise; then, &c.

To indemnify two Persons who gave three several Notes under their Hands (being for the Balance of Accounts settled between them) and which are lost, &c.

Whereas by an Account delivered by the above named A. and B. unto the above bound C. of Monies received and paid by the said A. and B. or one of them, on Account of the said C. and her late Husband D. deceased, and on the Date hereof adjusted between them the said A. and B. are therein mentioned to be Debtors by their Notes for the three several Sums following, viz. By Note dated the — Day of — 17 — for — l. By another Note dated the — Day of — 17 — for — &c. which said Notes cannot be found or produced by the said C. to be delivered up: **And whereas** the said A. and B. hath on the Day of the Date of these Presents paid unto the said C. the Sum of — being the full Balance due to her on the said Accounts, the Receipt whereof, the said C. doth hereby acknowledge, and thereof doth discharge the said A. and B. and each of them, their and each of their Executors and Administrators: **Now the Condition, &c.** That if the said C. and the above bound E. their Heirs, Executors and Administrators, or either or any of them, shall and do at all Times hereafter save and keep harmless and indemnified the said A. and B. their and each

each of their Executors and Administrators, and their, and each and every of their Lands, &c. of and from the said several Sums, and of and from the said three several Notes so given for the said three respective Sums, and every of them, and of and from all Actions, &c. by reason thereof, or any of them; then, &c.

From the Father of an Apprentice who had lost a Goldsmith's Note, to indemnify the Master, he having given a Bond of Indemnity to the Drawer of the Note on his being paid the Money.

Whereas the above named *A.* by Bond, &c. became and stands bound unto *B.* of, &c. in the penal Sum of — with Condition *Reciting*, That the said *B.* by a certain Bill, &c. bearing Date, &c. did promise to pay unto *C.* or Bearer, at — on Demand, and that the said *A.* was fully possessed of the said Bill or Note, and was intitled to the said — due and payable thereon, but had lost or mislaid the said Note; and that notwithstanding the said *B.* at the Request of the said *A.* had before Sealing thereof paid the said *A.* the said — upon Condition therein mentioned, that if the said *A.* his Executors and Administrators, or some or one of them, should at all Times, &c. indemnify and save harmless the said *B.* his, &c. of and from, &c. then the said Obligation to be void, or to that Effect, as thereby, Relation, &c. **And whereas** the said Bill or Note so given by the said *B.* for the said — was delivered by the aforesaid *C.* unto *D.* Son of the above bound *E. D.* the Apprentice of the said *A.* for the Use of the said *A.* and was by him lost or mislaid, so that in Regard the said Note could not be delivered up upon Payment of the said Money, the said *B.* required, and the said *A.* gave the before recited Bond to indemnify him therefrom: **And whereas** the said *A.* did so become bound as aforesaid, at the Request and from the proper Duty of the said *E. D.* who hath undertaken for the Fidelity of his said Son, and is to indemnify the said *A.* from the said Obligation so by him given as aforesaid: **Now therefore the Condition,** &c. That if the said *E. D.* his Heirs, &c. do and shall from Time, &c. well and sufficiently save and keep harmless, &c. the said *A.* his Heirs, &c. of and from the said recited Bond or Obligation, and all Sums of Monies therein mentioned, and thereupon to become payable, and of and from all Actions, &c. then, &c.

To deliver up a Bond lost, as soon as found, and in the mean Time to indemnify the Obligor therefrom, he having given another Bond for the same Sum of Money.

Whereas the above named *A.* by an Obligation, &c. unto the above bound *B.* in, &c. conditioned for Payment of, &c. **And whereas** the said Bond or Obligation is lost or mislaid, so that the same cannot be found, but the said Principal Sum of — and Interest thereof is still due and unpaid: **And whereas** the said *A.* hath, at or before Sealing hereof, at the Request of the said *B.* given her another Bond or Obligation, bearing Date, &c. for the Payment of the said Sum of, &c. on, &c. being the same Sum of Money for which the said other Bond was given, and is yet unpaid: **Now the Condition,** &c. is such, That if the said *B.* her Heirs, Executors and Administrators, when and as soon as the said first Bond or Obligation so given and entered into by the said *A.* unto the said *B.* as aforesaid, shall be found, shall and do deliver the same unto the said *A.* to be cancelled and made void: **And** do and shall at all Times hereafter, until the said Bond shall be so delivered up and cancelled as aforesaid, save and keep harmless and indemnified the said *A.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods, Chattels, and every of them, of and from the said first recited or mentioned Bond or Obligation so entered into by the said *A.* as aforesaid, and from all Actions, &c. recovered or awarded against him or them, or which he or they may sustain or be put unto for or by reason thereof, in any Manner of wise; then this, &c.

To indemnify a Person from a Bill of Sale lost, till delivered, upon granting another, and to deliver up the new one when the old one is found.

Whereas the above named *A.* by a Bill of Sale under his Hand and Seal, bearing Date, &c. in Consideration, &c. paid him by *B.* of, &c. (since deceased) did bargain and sell unto the said *B.* (deceased) one eighth Part or Share of and in the good Ship or Vessel called *P.* whereof the said *A.* is Master, and of and in the Tackle, Furniture and Appurtenances thereto belonging: **And whereas** the said Bill of Sale is since lost or mislaid, and the above named *A.* at the Request of the above bound *C. B.* Son and Executor of the last Will and

and Testament of the said *B.* deceased, hath on the Day of the Date above written made and executed unto the said *C. B.* (the Son) another Bill of Sale of the said eighth Part of the said Ship, with her Appurtenances, granted and sold in and by the said Bill of Sale so lost or mislaid as aforesaid, as thereby may appear: **Now the Condition, &c.** is such, That if the said *C. B.* his Heirs, Executors and Administrators, when and as soon as the said first recited Bill of Sale so made and granted by the said *A.* unto the said *B.* deceased, as aforesaid, shall be found, shall and do deliver up the said Bill of Sale, bearing Date herewith, unto the said *A.* his Executors or Administrators, to be cancelled and made void; and do and shall from Time to Time in the mean Time save, &c. the said *A.* his, &c. and his and their Lands, &c. of, from and against all Person and Persons which shall or may have, claim or demand any Estate, Right, Title or Interest, of, in or to the said eighth Part of the said Ship, by Virtue of the said recited Bill of Sale so formerly granted thereof, as aforesaid, and from all Actions, &c. for or by reason of the said Bill of Sale, or any Covenant, Grant, Clause or Thing therein contained; then this, &c.

XXIX. Indemnity concerning Trading in another's Name, or in one's own Name for another.

From an Apprentice, to indemnify his Master (on his leaving off his Trade to him) from any Damage on Account of Trading in his Name.

Whereas the above named *A.* at the Request, and for the Benefit and Advantage of the above bound *B.* hath consented, that until the Term of his Apprenticeship unto the said *A.* expires and is determined, which will be on — he the said *B.* may use the Name of the said *A.* in and for carrying on the Trade of — which he now exercises upon his own Account, and for his own Profit, and not for the Account, or any Benefit or Advantage of the said *A.* but only to preserve the said Trade to himself, the said *A.* having wholly left off and discontinued the same, which the said *A.* hath permitted him to use for the said Time, so as he the said *A.* may be indemnified against all Damages for or by reason of the said Trade, or his using his Name therein, and for carrying on the same as aforesaid, which the said *B.* doth hereby agree to indemnify him accordingly: **Now therefore the Condition, &c.** That if the said *B.* his Heirs, &c. do, &c. for or by reason of his the said *B.*'s using and exercising the said Trade, and dealing therein, in the Name of the said *A.* as aforesaid, or of any Matter or Thing by reason thereof, or relating thereunto, in any Manner of wise; then, &c.

To indemnify a Person who managed a Trade for another, from all Damages by making Contracts, &c. in his own Name, and from Mens Wages, and to pay him a Salary for his Service.

Whereas the above named *A.* at the Request of the above bound *B.* hath for some Time past managed, and doth continue to manage and carry on for the above bound *C.* Widow, of, &c. the Trade and Business of — at — aforesaid: **And whereas** the said *A.* hath lately contracted and agreed in his own Name, but for and on the Behalf of the said *C.* for building — for *D.* at the said *C.*'s (Yard) aforesaid, and for the performing thereof, and of the Work and Business of the said (Yard) the said *A.* hath bought, and will have Occasion to buy and provide (Timber) and other Goods and Things: **Now the Condition, &c.** is such, That if the said *C.* and the said *B.* or either of them, their, &c. shall and do from Time, &c. reimburse and pay to the said *A.* his, &c. all such Sum and Sums of Money which he hath paid, or which he shall pay, or contract to pay for any (Timber) and other Goods and Things which he hath bought, or shall buy from Time to Time during his Management of the Trade of the said *C.* as aforesaid, as well for Building of the said — as for doing and performing what other Work and Business shall be done in the said (Yard) for the said *C.* (he the said *A.* giving Notice to the said *C.* or entering an Account of such Goods, as he shall so buy and provide, in a Book for that Purpose, to be kept by the said *C.*) **And likewise** if the said *C.* and *B.* or either of them, their, &c. do and shall from Time, &c. pay and discharge all Wages which shall grow due for the Work done in the said (Yard), and of and from all and every such Debts, Sum and Sums of Money, and of and from all Actions, &c. by reason thereof, shall and do at all Times hereafter save and keep harmless and indemnified the said *A.* his, &c. and his and their Goods, Chattels and Estate, and every of them, their, &c. and do and shall pay or cause to be paid unto the said *A.* the Sum or Salary of —

per Ann. by — Payments, agreed to be paid for his Service afore said, as the same shall become due, during his Employment therein, and likewise his Expences in and about the said Business; then, &c.

XXX. Indemnity on delivering Goods, &c.

To indemnify a Master of a Ship, on Account of his delivering Goods to a Person in London, notwithstanding they were consigned in Amsterdam, and notwithstanding the Bills of Lading were not delivered up to the Master.

Whereas the above named *A.* Master of the Ship *M.* lately arrived from *Venice*, and bound for *Amsterdam*, hath on the Day of the Date hereof, by and with the Order and Consent of *Messieur B.* Merchant at *Amsterdam*, delivered, or will deliver unto the above bound *C.* — Bags of Rice, taken on Board in the said Ship at *Venice*, belonging to the said *C.* and consigned to the said *Messieur B.* at *Amsterdam*, notwithstanding the Bills of Lading for the same were not delivered up: **Now the Condition, &c.** is such, That if the said *C.* his Heirs, &c. do, &c. save, &c. the said *A.* and likewise the said Ship, with her Freight, Tackle and Apparel, from and against all Person and Persons, and of and from all Actions, &c. Claims and Demands whatsoever, for or concerning the said Goods, or any Part thereof, or for or by reason of his delivering the same to the said *C.* as afore said, in any Manner of wise; then, &c.

The End of the FIRST VOLUME of the SECOND PART.

T A B L E

T A B L E

T O T H E

F I R S T V O L U M E

O F T H E

S E C O N D P A R T.

Acknowledgment by Trustees, that Stock is transferred to and accepted by them upon Trust. Page 1
That Writings are received. 1

Acquittances. See *Receipts and Releases*.

Acts (private) for selling Estates, &c. An Act for Sale of Part of the Estate of *E. H.* Esq; deceased, in *O.* and *R.* in the County of *N.* for the discharging several Incumbrances thereupon, and the Performance of the last Will of the said *E. H.* and for the settling of other Lands and Tenements in *R.* aforesaid, in Lieu thereof, to the same Uses. 2

For the Sale of Part of the Duke of *M.*'s Estate, for the Intents and Purposes therein mentioned, and for settling other Estates in Lieu thereof to the same Uses. 6

For Sale of some Part of the Estate of *B. M.* Esq; deceased, for Payment of his Debts, and for other Purposes therein mentioned. 12

For Sale of the Estate of *H.* late Lord *C.* in the County of *O.* and for laying out the Money arising by such Sale in the Purchase of another Estate in or near the County of *W.* to be settled to the like Uses. 15

For vesting the Barony of *W.* and Manors of *W.* and *L.* and several Lands and Tenements in the County of *S.* and the Manors of *D.* and *B.* and Lands thereto belonging in the County of *L.* and Manor of *F.* and several Lands and Tenements in the County of *B.* late the Estate of *G.* late Lord *J.* deceased, in Trustees, to be sold for Payment of Debts and Portions, and other Purposes therein mentioned. 18

PART II.

Acts. For the better enabling the Executors and Trustees of Sir *T. H.* Bart. lately deceased, to raise Portions and Maintenance for his younger Children. Page 25

For the better enabling *J. B.* Esq; to raise Portions for his younger Children. 27

To enable the Trustees of *W. E.* an Infant, to sell Part of his Estate for Payment of his Father's Debts on Specialties. 30

For the enabling *P.* Viscount *S.* to sell certain Lands and Tenements for the Payment of his Debts. 31

To enable Trustees to cut and sell Timber on the Estate late of *A. H.* Esq; deceased, and for applying the Money thereby arising towards Payment of his younger Childrens Portions, provided for by his Marriage Settlement, and also for transferring certain Estates (by the same Settlement, now vested in *R. N.* Esq;) to other Trustees on the same Trusts. 32

To amend several Defects in an Act of Parliament made in the — Year of the Reign of, &c. intituled, An Act to enable *T. B.* Esq; an Infant, with Consent of his Guardians and next Relations, to make a Contract for the buying in his Mother's Jointure, and to sell a small Estate in *G. A.* in the County of *H.* and likewise for the securing and raising a Portion for *B. B.* Spinster, Sister of the said *T. B.* and for other Purposes in the said Act mentioned; and to enable the said *T. B.* to raise Monies, and to make Leases, for the Purposes in the present Act mentioned. 35

For vesting Lands in *E.* devised, by Sir *R. K.* Knt. deceased, to the Children and Grandchildren of *E. C.* one of his Sisters and Co-heirs, 10 B

heirs, in Trustees, to be sold for the Benefit of the Devisees. Page 39

Acts for Settlements of Lands. An Act to enable D. D. Esq; and S. R. to make Settlements (upon their Intermarriage) of their several Estates, notwithstanding their respective Minorities. 40
To enable Sir G. P. Bart. and R. P. Esq; and the Survivor of them, together with T. P. Esq; to convey and settle several Manors and Lands in the Counties of L. N. and M. 42
To enable W. H. the elder, Esq; and W. H. Esq; his Son, to settle a Jointure and grant a Lease, and for vesting the Inheritance after a Term of 500 Years, of Lands in S. in Trustees, to be sold for raising Portions for his Daughters. 43

Acts for settling Estates. An Act for settling the Estate of the most noble J. Duke of R. and J. M. Esq; commonly called Marquis of G. Son and Heir apparent of the said Duke, on the Marriage of the said Marquis of G. with the Honourable R. S. only Child of the Right Honourable R. Lord L. and also for vesting the Estates of the said R. Lord J. and B. S. therein mentioned, in Trustees, to be sold for raising Money for the Marriage Portion of the said B. S. 46
To settle the Estate of Sir H. A. Bart. according to the Intention of Articles made before his Marriage with Dame P. his Wife, Daughter of Sir J. S. Bart. 60
For vesting the Real and Personal Estate of R. H. Esq; in Trustees, for making some Provision for his Wife and Family, and for better securing a Debt due from him to the Crown. 68
For settling the Estates of R. late Earl of R. deceased, pursuant to an Agreement made between F. Earl of S. and B. Countess of S. his Wife, J. B. Earl of B. in the Kingdom of Ireland, and Lady P. B. his Daughter, and J. now Earl of R. subject to the Payment of the Debts and Legacies of the said late Earl R. remaining unpaid, and for other Purposes in the said Act mentioned. 77

Act for exchanging Estates. An Act for the Exchange of certain Lands in the several Parishes of — in the County of W. between the Governors of the Hospital commonly called the *Charterhouse*, and T. B. of S. in the County of W. Esq; 88

Act for inclosing. An Act to inclose the common Fields and Common of S. in the County of B. 90
See more concerning Partitions in the next Act.

Acts to confirm Deeds. An Act for confirming the Partitions made between W. P. Esq; (since de-

ceased) and the Honourable C. E. Esq; and others, of several Manors and Lands in the Counties of S. K. and S. and to enable W. and S. P. Infants, to make Partition of Lands in other Counties, and to sell the same, and to purchase other Lands to be settled to the same Uses; and for rectifying a Mistake in the Marriage Settlement of W. Q. Esq; Page 92
For confirming and making good the last Will and Testament of H. N. Esq; deceased. 96
For making more effectual certain Articles of Agreement between Sir G. D. Bart. and Dame M. eldest Daughter of Sir W. B. Knt. and her Trustees. 99

Acts to exchange Surnames. An Act for adding the Surname of T. to the Descendants of the Right Honourable W. Lord C. and A. his Wife, sole Daughter and Heir of F. T. Esq; 102
To enable S. P. to change his Name of P. to S. according to the Will of J. S. Esq; deceased. 104
The Form of a Consent to the passing a Bill. 105

Administration, &c. An Agreement between the Creditors and Widow of a Debtor concerning Administration, &c. 216
Another different from the former. 218
An Agreement between an Administrator and one who stood indebted to the Intestate by Bond, that if the Party shall maintain and keep a poor Child, so that the Administrator shall be freed of that Charge, the Debtor shall be acquitted of the Bond. 219
An Assignment of an Intestate's Personal Estate by the Administrator, and a Re-assignment of it to the Administrator, in order to alter the Property. 498
The Re-assignment to be indorsed on the Back thereof. 499
An Abstract of another, and the Case, &c. 500
A Bond from an Administratrix to indemnify one of her Security to the Ordinary on taking out Letters of Administration. 680

Advowson. A Bargain and Sale of an Advowson. 680
A Bargain and Sale of a Rectory, &c. for the Consideration in a Release of the Premises of equal Date, declaring the Uses of a Fine (mentioned in the Release) to the Bargainee in Fee. 680
A Bond to resign a Living in Case of Non-residence. 778
A Bond to resign a Vicarage. 779

Affidavits. That the Grantor is lawfully seised, that no Lease, &c. is granted out of the Premises, (except, &c.) and that no Act is done to incumber. 105
The like with Exceptions. 106

Affidavits.

Agreements.

The T A B L E.

Agreements.

Affidavits. That an Estate conveyed by Bargain and Sale inrolled, is free from Incumbrance. Page 106

The like, and that a Person is dead without Issue. 107

By a Man and his Wife, that the Premises by them conveyed by Lease and Release, are free from Incumbrances, except the Mortgages, &c. therein mentioned. 107

That a Mortgagor has done no former Act to incumber, nor granted any Leases, &c. except, &c. 107

Upon making a Mortgage, that the Premises are free from former Incumbrances, excepting Leases, &c. therein mentioned, and that the Premises are lett at such Rents to the Amount of such a Sum *per Annum*, and that the Premises are of such a yearly Value. 108

The like wherein the Mortgage is more fully recited. 108

That the Premises contained in a Lease which is lost are free from Incumbrances. 109

That an Estate agreed to be conveyed by two Coheirs is free from Incumbrances. 109

Of a Purchase of a Papist's Estate, conveyed by Deeds inrolled in Chancery, in order to be discharged of double Taxes. 109

On the Separation of a Partnership that one has not defrauded the other. 109

Of the Execution of a Bargain and Sale. 110

Of the Execution of an Assignment of Exchequer Annuities. 110

Another. 110

Of the Execution of a Letter of Attorney. 110

Of the Execution of Deeds to the Affidavit annexed. 111

Of the Execution of a Will. 111

A Quaker's Affirmation. 111

Of the Acknowledgment of a Fine. 111

A Debtor's Affidavit where he delivers up all his Effects to his Creditors on Oath. 447

Agents. Agreement whereby a Cheesemonger appoints an Agent to look after and prevent Impositions in Country Traders in the weighing and packing up of Butter. 222

Agreements. Agreement for the Purchase of Freehold Lands. 112

For the Sale or Purchase of a Freehold Estate. 112

For the Sale of a Freehold Estate before mortgaged to the Purchaser, and to a third Person; the Purchaser's Mortgage to be deducted, the Mortgage to the third Person to be paid off, some Money to be paid to the Vendor, and a Rent-Charge granted out of the Premises for the Residue. 114

For Purchase of a Freehold Estate, with a Covenant for paying Part of the Purchase-Money to the Seller, and Part to a Mortgagee, or that the Purchaser may let the Mortgage remain, and indemnify the Seller. 115

Agreements. For the Purchase of Freehold Lands by Trustees, wherein a Fine is covenanted to be levied and further Assurance made, and that if the *Cestuy que Trust* does not pay the Purchase-Money, the Trustees will. Page 116

Another, the Form different. 116

For the Sale of a Manor at ——— Years Purchase, besides the Timber Trees which are to be valued, and the Copyhold Fines payable by the Tenants on Death or Alienation, are likewise to be valued, and ——— Years Purchase given for the same; the Purchaser to enter and pay *5l. per Cent.* till Purchase-Money paid, and Part thereof to be paid to a Mortgagee. 117

For the Sale of a Freehold Estate at ——— Years Purchase, the Purchaser to retain Part of the Purchase-Money to pay off Incumbrances, and to buy in a Reversion of Part of the Premises; if the Reversion cannot be got in, the Purchaser may make void his Agreement, wherein are likewise Articles for the Valuation of the Timber, &c. which is to be paid for separately. 118

By a Widow and her Son and Heir for the Sale of Freehold Lands at ——— Years Purchase, and the Timber and Trees at a fixed Price. 120

By a Purchaser to pay Part of the Purchase-Money on executing the Purchase-Deeds, and make a Mortgage to the Seller to secure the Payment of the Residue. 120

To convey Freehold Lands to a Person for whom they are purchased by an Agent, on paying the Money advanced and Expences. 121

For the Sale of a Moiety of Freehold Lands by Husband and Wife, and her Son by a former Husband, and Agreements as to Deductions out of the Purchase-Money. 122

By a Husband for himself and his Wife to sell her Freehold Estates when she is 25 Years old, (at which Age she is intitled to Possession) at such Rates as they shall be appraised at. 122

To sell a Moiety of Freehold Lands (decreed to be sold) by the Father for the Daughter, when she comes of Age; in the Interim the intended Purchaser to pay Rent. 123

That Part of Purchase-Money of Freehold Lands, remaining in the Purchaser's Hands until the Owner of the other Moiety shall be of Age or die, is to discharge Mortgage Money; the Residue to the Vendor of the first Moiety, which is to stand as Security for the Money retained, and an Agreement by the said Vendor and the Guardians of the Infant to procure him to convey his Moiety when of Age, and an Agreement as to the Custody and producing the Title Deeds. 125

An Agreement between several Persons to purchase Estates, each to pay his proportionable Part

Part of the Purchase-Money and Charges, &c. Page 128
 Articles as to the purchasing of the Equity of Redemption of the Estate in G. &c. pursuant to the last Agreement. 128
 The like as to other Estates, &c. 130
 Part of an Agreement for the Purchase of a House, with a Covenant that the Vendor will pay all such Money as the Purchaser shall expend in the recovering Possession. 131
 For the Sale of a Manor mortgaged to two Persons, for as much as it is worth, whereby in Consideration of other Lands conveyed, one Mortgagee agrees to part with his Right to the other. 131
 In Articles of Purchase of a Manor, &c. as to the Time of the Purchaser's being let into Possession, and that the Vendor shall hold the next Court, and receive the Rents, Fines, &c. to a Day to come. 132
 Where the Purchaser is to receive the Rents, Fines, &c. due from a Day past. 132
 A Provision in Articles, in Case of Delay or Default of either Party. 133
 In Purchase Articles, that the Vendor shall have Room and Liberty for threshing, &c. his Corn, &c. and Room for his Servants, Horses, &c. till his Stock can be conveniently carried away. 133
 In Articles of Purchase as to the Profits of Wood, and Exception to be made of Contracts for Wood. 133
 For the Sale of a Copyhold Estate, the Consideration Money paid down. 133
 Another Part of the Consideration paid down, the Rest to be paid on Surrender, &c. and an Agreement as to moveable Goods on the Premises, &c. 134
 For the Purchase of a Freehold and Copyhold Estate to be conveyed by a Man, his Wife, and her Trustees. 134
 Another, of a fifth Part of Freehold and Copyhold Lands, subject to an Estate for Life, and after such Estate to make further Conveyance of such further Right as shall in the Interim have descended to him. 135
 Articles concerning the procuring a Grant of, and conveying Lands reverted to the Crown. 136
 For passing a Particular of the Manor of R. rated in Fee-simple under the Great Seal to two Patentees, and from them to the Purchaser. 138
 In Articles of Purchase, that if a good Title and perfect Conveyance cannot be made on or before a certain Day, the Premises shall stand as a Security for the Money paid down and Interest, which the Vendors covenant to pay, the Profits received by the Purchaser to go in Part of Payment. 138
 In Pursuance of an Agreement on the Purchase of a Manor, Rectory, &c. that Part of the Purchase-Money being paid down, and a

Mortgage made to the Vendor for securing the Residue, (the Title to the Rectory being doubtful) that Part of the Money so secured should be retained in the Hands of the Purchaser, to indemnify him till the said Title can be made effectual by Act of Parliament, &c. the Rectory to be valued by Arbitrators; and in case of Eviction or Composition, or any Claim, what the Purchaser may retain. Page 139
 That a Purchaser of Lands and of an Advowson (the Title for the Advowson being doubtful) shall retain Part of the Purchase-Money for his Security in case of Eviction; but in case of peaceable Enjoyment six Months after the Induction of an Incumbent after the next Avoidance, the Purchaser to pay Interest, and in case of quiet Enjoyment seven Years after that, to pay the Principal Money retained, and Interest. 140
 To indemnify Purchasers of two Houses to a certain Day, from an Annuity formerly charged on them and other Houses, but now uncertain whether the Premises be freed therefrom, or not; and if after recovered, the same to be apportioned. 141
 That Part of the Purchase-Money agreed (on the Purchase) to be invested, and which is since invested in *South-Sea* Annuities, and transferred to Trustees, as a Security against a Portion; and Annuities of a Feme Covert who had married a Minor, and could not then release, &c. are so invested in Trust to pay the same, that the Purchasers in the mean Time shall be indemnified; and that when the Premises are discharged from the *South-Sea* Annuities, they are to be transferred to the Purchasers, and as to the Choice, &c. of new Trustees on the Death of the former, &c. 142
 That Part of the Purchase-Money for Freehold and Copyhold Lands invested in *South-Sea* Annuities upon Trust, shall stand as a collateral Security to the Purchaser under a Will (a Feme Covert) until one of the Legatees, and also a Feme Covert (who by Order of her Husband has refused) shall join in the Conveyance; in the mean Time the Dividends to be paid to her. After the Title confirmed, the Annuities to be transferred to her Trustees. And that as soon as the Executors of the Devisor have proved the Will in Chancery, the Annuities to be transferred to them for her Use, &c. 146
 As to another Part of the same Person's Estate, both Freehold and Copyhold, purchased by the same Feme Covert of the same Legatees Coheirs, and wherein on a Baron and Feme's refusing to sign the Purchase Deeds, that a sixth Part of the Purchase-Money belonging to her who refused to sign, she being one of the Legatees, &c. being paid into the Bank of *England*, though the Note deposited shall be

Agreements.

The TABLE.

Agreements.

be in Trust till they have signed, or the Will be proved in Chancery, &c. and Copyhold Premises surrendered, &c. Page 148

Agreements concerning Mortgages. An Agreement by Indenture of Covenant between Mortgagor and Mortgagee, whereby the Mortgagor covenants to take Money by Instalments. 149

Agreements for Life Estates. An Agreement for a Baron and Feme to make a Conveyance of the Feme's Estate for her Life, and for him in whom the Inheritance is, to convey the same to the same Purchaser, with Covenants for other Persons to join. 150

For letting a House for one Year certain, and for such further Time as both Parties shall agree. 151

Whereby the Tenant is to have the Use of Goods mentioned in a Schedule, with Power to the Landlord to enter, view and repair, and to remove Work Benches, &c. out of the Garret, with a Covenant for the Tenant to pay for Goods in the Parlour, which the Landlord is to have on repaying the Money at the End of the Term, and both to be at equal Charge in emptying Vaults. 151

(Reciting a House, Garden, &c. with the Furniture, &c. being let) that the Tenant paying the Rent shall not quit the Premises without a Month's Warning; that he shall keep in good Order the Goods, Furniture and Garden; and that the Landlord shall be at Liberty to view the same, &c. 152

For letting two Houses to be joined into one, by several on Behalf of themselves and two Infants during their Minority, whereby the Rent is to be paid to a Receiver appointed by the Court of Chancery; the Tenant to repair, &c. with Agreements concerning quitting the Premises when the Infants are of Age, or staying and rebuilding the Party-Wall between the two Houses, &c. 153

Guardians Consent and Approbation to be indorsed, they not having joined in the above Articles. 154

For letting the Taphouse of an Inn and the Use of Drinking-Rooms, and as to the Tapster being also Chamberlain. 154

Another for letting a Tap. 156

For letting one Side of a Shop, with other Conveniencies, for a Year certain, and afterwards as long as the Parties shall agree, with a Proviso as to Warning; and Agreements as to fitting up and shutting up the Shop and the Commodities the Tenant shall trade in. 157

To let Rooms and other Conveniencies in a House for so long Term as the Landlord has in the Premises, or till Notice given by the Tenant, and a Covenant that the Tenant may take away such Partitions, Locks, &c. as he shall put up or fix, &c. 158

PART II.

Agreement between two Writing Masters for selling and assigning a House, School-Room and Furniture, and leaving a certain Number of Scholars. Page 158

To seal a Lease by a Day according to a Draught made. 159

The like where no Draught made. 159

That a Lessee shall grant a Lease to another with the like Covenants, &c. as in his Lease, except as to the Rent, with several other Restrictions in favour of the first Lessee. 159

To let a House, &c. and execute a Lease thereof; to contain the like Covenants as are in a Lease, whereby the intended Lessor holds the same, and other Covenants; and the intended Lessee agrees to accept such Lease and execute a Counterpart; and covenants to give a Bood for making good and leaving Partitions, &c. as they now are. 161

To grant a Lease of a House now in Possession, by Virtue of an Ejectment, as soon as an Assignment of the same can be procured from the Assignees under a Commission of Bankruptcy. 161

For making a Lease of a House, &c. and putting the Premises in Repair, &c. 162

For quitting Premises on Notice, and Proviso in case of the Death of the Tenant. 162

To repair and fit up a House in the Manner particularly described therein, and to grant a Lease thereof, with Clauses of Re-entry, Schedule of Goods, &c. and an Agreement for the Landlord to mend a Coach-way. 163

Of a Steward or Rent-gatherer in Behalf of the Landlord to grant a Lease of a House, repair, pave before the Door, and pay for Water and all Taxes; and as to vacating the Lease on Warning, and concerning Goods and Furniture to remain in the House. 163

Articles to make a Lease of another House adjoining, &c. wherein a third Person on Behalf of the Lessor covenants, &c. in Consideration of Money to be laid out in Repairs, &c. 164

To let Houses, &c. and for Sale of the Materials of the Houses to be pulled down, and to execute a Lease of the Premises. 165

For letting several old Houses which are to be pulled down and new ones built, and that as soon as they are built these Articles to be delivered up, and that in Lieu thereof the Landlord shall grant new Leases of the same Houses. 165

A Memorandum for a Building Lease. 166

Between a Company in London and Bricklayer, for executing a Building Lease. 167

For the Lessor to make a Lease of several Closes of Meadow for the Remainder of his Term of Years unexpired, except one Month; the Lessee to pay the Lessor on being put in Possession for the Lessor's Improvements; to pay Rent, to dung the Ground, repair, but not to dig for Gravel, &c. and that if the Lessor takes a new Lease, he shall likewise make a new

10 C

new Lease to his Lessee, and to make a Lease of other Leasehold Premises, of which the Tenant is ejected; *Habendum* from the Time of his being restored, he having for Non-payment of Rent filed a Bill in Chancery for Relief; the Tenant's Lessee to pay off the Arrears to the original Landlord; Liberty to dig for Gravel, &c. Page 168

For making an Assurance of Land in Fee under a yearly Rent for the Grantee to build a House thereupon, with special Limitations how it shall be built as to Height, Front, Pavement, &c. 169

Concerning the passing Crown Lands leased in Reversion under the Great Seal, &c. 170

For passing a Lease of Lands granted by the Crown in Reversion. 171

To make an Assignment of a Lease. 172

For assigning the Remainder of a Term of Years to attend the Fee. 172

To assign a Lease as a collateral Security for a Debt. 173

Articles of to assign and make a good Title to a Leasehold Messuage (given by Will to Trustees upon several Trusts) upon several Contingencies, &c. and for the Sale of Household Goods. 173

Articles of touching an Assignment of an Assignment of Leasehold Houses, and Sale of Household Goods and Utensils, Stock in Trade, &c. 175

To grant a Lease of a House, Brewhouse, &c. and to assign Stock in Trade, Debts, &c. and to assign the Leases of Customers Houses. 175

That an Executor shall make an Assignment of the Testator's House and Stock in Trade. 176

Articles of concerning the Purchase (or Assignment) of a Leasehold Estate, Part of the Money now paid, and the Residue and Surplus to be paid to Mortgagees and the Assignor, on executing a good Assignment, &c. 178

To assign a Lease, and to make a Bill of Sale of Goods, and that other Goods shall be appraised, and the Tenant to take them at the Appraisement, and another Bill of Sale to be made of them, and a Bond given for Payment of the Monies. 180

By Executors to sell and assign an Estate or Lease for Lives, and another for Years, to a Trustee for another Person, with Provisoes concerning the Deaths or Sickness of the *Cestuy que vie*, and Renewal of the Lease for Lives. 180

To assign a Lease of an Inn by the only Son, sole Executor and residuary Legatee of the Father, to a Debtor of the Father, (pursuant to a Contract made in his Life-time) wherein the Debtor covenants to pay the Debt and Consideration Money at different Times. 182

Agreement for the good Will (or to deliver up Possession) of a House in Consideration of a Sum of Money, if the intended Tenant can procure a Lease from the original Landlord. Page 182

That a Lessee shall procure a Lease for a longer Term than his present Lease, and afterwards grant a building Lease of a Piece of Ground, Part of the Premises; and if such Lease for a longer Term cannot be obtained, then this Agreement to be void. 183

Subsequent touching the Purchase of two Leases, a Time after executing the Purchase Deeds being given for Payment of the Money, and parting with Deeds, &c. 185

(By Deed Poll) between Landlord and Tenant, whereby the Tenant surrenders up Part of the Premises to the Landlord, and he in Consideration thereof releases to the Tenant Part of his Rent. 186

That a Lessee will leave his House, and deliver up his Lease to be cancelled at a Day agreed on, and before the Expiration of his Term; and in Consideration thereof the Lessor covenants that the Lessee shall be discharged from Rent due, and that if his Wife, &c. be sick, they may stay till they can be safely removed. 187

Agreements for Sale of Goods, &c. Articles for Sale of Household Goods, &c. as they shall be appraised. 188

Another for a Sale of Goods according to an Appraisement to be made. 188

For the Sale of a Quantity of Goods or Merchandize expected from abroad, and to deliver the same on the Ship's Arrival; and if more in Quantity arrives, the above Purchaser to have the Preference in buying the Surplus. 189

For the Sale and Delivery of a Parcel of Goods of such Patterns on Arrival of a Ship's Freight, free and clear from Damage, and that the Purchaser, on Notice of the Ship's Arrival, shall receive and pay for the same, and pay the Duty on Importation. 189

For the Sale of a Quantity of Goods, if the Factors have them by them at the Ship's Arrival at such a Place. 190

That the Trees on an Estate shall be valued, and the Value paid by the Purchaser of the Estate. 190

For the Sale of a Parcel of Trees growing, and Liberty to cut down and carry them away, &c. 192

The like of several Acres of Underwood. 193

Another for the Sale of a Parcel of Trees, wherein the Purchasers are to provide Vessels to carry them from the Seller's Wharf. 193

The like of Timber to be chosen by the Purchaser out of a Parcel on a Wharf, and if any Pieces fall short of what they are mark'd at,

Agreements.

The TABLE.

Agreements.

at, Allowance to be made by the Seller.		Agreements between two Joint-Owners of Corn, for dividing the same as it is threshed.	Page 209
For the Sale of several Parcels of Oak Planks, the Dimensions described, to be delivered to the Purchaser at his own Wharf, the Seller to pay Lighterage; a Person agreed on to measure it. Payment to be on Delivery of each Parcel, or no more to be delivered.	Page 193 194	Agreements concerning Lunatics.	209
For the Purchase of Cordwood, with Liberty to cut the same and convert it into Charcoal.	194	Agreement between Executors. Agreement between three Executors for the faithful Execution of a Will, mutual Covenants that each is possessed of one Third of the Testator's Effects come to their Hands, and that they will account, &c. for what happens <i>in futuro</i> .	212
For the Sale of Cordwood, different from the foregoing.	195	Between four Joint-Executors for the better Execution of a Will, different from the former.	213
On giving a Bond and Judgment for securing the Payment of an Annuity, to secure the same Annuity on Lands, and then the Bond and Judgment to be void.	196	Between two Brothers, Co-Executors of their Father, and one of them Executor of their Uncle, who are intitled by both Wills to Monies upon Contingencies, that each of them shall manage Parts of the Estates, and account to each other.	214
To assign or transfer <i>East-India</i> Stock.	197	Between an Executor and the Testator's Widow, who according to the Custom of the Province of <i>York</i> is intitled to the Moiety of her Husband's Estate, she accepting Bonds and Specialties of the Testator of the Value in Lieu, which the Executor hereby assigns over to her, she covenanting that if more Debts appear, than the rest of the Personal Estate in the Executors Hands will discharge, she will refund proportionably with other Legatees.	216
To procure an Extent to be assigned to a Purchaser who had bought the Debtor's Estate, and paid it off out of the Purchase-Money.	197	Between Creditors and the Widow of a Debtor, concerning Administration and paying Debts.	216
Agreements for dividing, inclosing, &c. Agreement between four Persons, that as soon as a Lease (for which a Treaty is making) is obtained of Lands, the Premises shall be divided, subject equally to the Conditions, &c. of the Lease.	197	Different from the former.	218
Between Land-Owners by Deed Poll to divide and inclose a common Field, wherein their Lands lie dispersedly, and to procure a Decree in Chancery, &c. to confirm the same.	198	Between an Administrator and one who stood indebted to the Intestate by Bond, that if the Party shall maintain and keep a poor Child, so as the Administrator shall be freed of that Charge, that he shall be acquitted of the Bond.	219
Between Proprietors of Common or Tenants in Common (by Consent of the Lord of the Manor, &c.) to divide and inclose the Common, and to procure an Act of Parliament for the confirming thereof.	199	Agreements between Debtors, &c. Agreement between three Debtors who borrowed Monies on their joint and separate Bonds, &c. to trade with in a Joint Stock, wherein each Party covenants to the others to pay his Share, and to indemnify the others therefrom.	220
To inclose and adorn a Square by the Contribution of the Owners or Inhabitants, or to procure an Act of Parliament for the same Purposes.	202	Agreement between a Judgment Creditor and one who discovers Effects of the Debtor, in order to levy Execution thereon, for the Discoverer to have half of the Money levied; but in case of Eviction under a Commission of Bankruptcy, to refund his Share and bear Part of the Expences.	221
Agreements between Coheirs, &c. An Agreement between four Coheirs and their Husbands touching Enjoyment of Freehold and Copyhold Estates of the Wife's late Father.	204	Agreements about Factors, &c. Agreement between a Tradesman in the Country and his Factor in <i>London</i> .	222
Articles of to ascertain each Person's Number of Cattle to be put on Common, and to make other Regulations as to the Corn Fields, &c.	205	Between a Tradesman and his Factor.	222
By Deed Poll between Tenants in Common about ploughing a common Field, and ascertaining the Quantity of Cattle to be put thereon when fit for pasturing.	207	Whereby Cheesemongers appoint an Agent to look after and present Impositions in the weighing and packing up of Butter.	223
Between two Jointenants, that the Rents of Leasehold Estates shall be equally divided, and that no Benefit shall be taken by Survivorship.	207	Agree-	
Between Jointenants for cutting Corn, and dividing it in the Field, when the same shall be mowed and reaped.	208		

Agreement for a Merchant's Book-keeper to go beyond Sea.	Page 225
Articles of Clerkship with an Attorney or Solicitor (the Clerk put out by the Father.)	226
The like in a different Form.	227
Another Indenture of Clerkship, the Form different (the Clerk put out by his Guardian.)	227
Liberty to assign.	228
Liberty to put a Clerk away from his Service.	228
The Father to find Apparel, Washing, Doctors, &c.	228
Articles of Clerkship where a Clerk (his first Master being dead) puts himself Clerk to another for the Residue of his Term, in order to qualify himself to be sworn.	229
Articles of Clerkship between an Uncle and his Nephew.	229
Another, whereby the Father puts his Son Clerk to a Solicitor in Chancery.	229
Another of Clerkship to one of the Sixty Clerks in Chancery.	230
Between a Master and a Journeyman, or hired Servant.	231
The like to an Undertaker.	232
The like to a Glass-maker.	232
Another to a Mill-wright.	233
Another to a Stove-maker.	233
Agreement to go abroad, and there exercise a Trade in Consideration of Wages, &c.	234
A general Indenture of Apprenticeship suitable to any Trade.	234
Variations.	235
An Indenture of an Apprentice put out by the Parish.	235
Other Forms.	236
An Indenture whereby an Apprentice is put out by his Guardian's Consent to an Apothecary and Surgeon, wherein is contained several special Agreements as to the finding Physic, Cloaths, &c. paying Physicians and Nurses, attending Hospitals, making good Imbezillments, and a Provision in case of the Master's Death.	236
Whereby a Father puts his Son to a Painter, the Father to find the Son every Thing, the Master only to teach the Son his Trade, and permit him to go to the Academy.	237
To teach a Girl the Trade of a Milliner or Semptress within — Months, in Consideration whereof a Friend of the Girl is to pay several Sums at several Times; the Girl to have the Benefit of her Work; wherein are also Agreements in case of Sicknefs, Death, and serving as a Journeywoman.	238
Another to a Master and Mistress, she being a Semptress.	238
An Indenture for an Apprentice to learn the Art of blowing and finishing Glass, wherein the Master agrees to pay the Apprentice a certain Sum <i>per Week</i> to find himself all Necessaries.	239

Agreements. An Indenture of Apprenticeship to a Mariner, the Apprentice to go in such Ships as the Master shall appoint.	Page 239
Between a Merchant and his Apprentice's Father. The Father covenants for his Son's Fidelity.	239
An Indenture of Apprenticeship to two Merchants, Partners, to go beyond Sea to live with their Factor there.	240
That an Apprentice shall be at his Liberty to leave his Master at the End of five Years, and the Master to make him free notwithstanding his Indentures of Apprenticeship for seven Years.	241
That if an Apprentice has not his Health, he shall be at Liberty to come away from his Master, and the Indentures to be cancelled.	241
Between a Father and Master to find an Apprentice Cloaths, and to return Part of the Money if he dies in a certain Time.	242
Between the Father of an Apprentice and the Master, (a Merchant) that after five Years are expired the Apprentice shall go abroad as a Factor, and have a Share of Profits during the Residue of his Apprenticeship.	242
That an Apprentice shall have Liberty to occupy a Stock of his own for the Residue of his Term, as a Recompence for his good Services.	243
Between a Mother and a Merchant, whereby in Consideration of a Sum paid he agrees to take her Son as Servant for seven Years in a Factory, with proper Covenants to account.	244
For Sailors to sail in a Ship, and not depart therefrom, under Forfeiture of their Wages.	245
For a Pilot to guide a Ship.	245
Between the Master of a Ship and a Surgeon for a Voyage.	246
For F. G. to go to <i>Virginia</i> , and there to practise Physic and Surgery, and to pay G. S. one Half of his Gains, and G. S. to find Medicines, Instruments, Victuals, &c.	246
Between a Purser and his Servant, and his Servant's Mother, whereby the Mother covenants that her Son shall serve, and account for what is committed to his Care, and the Purser covenants to find him Cloaths, and teach him Navigation.	247
Between a Master and a Servant, wherein a third Person covenants for the faithful Service for a certain Number of Years; the Master to put away the Servant before the End of the Term, if he shall think fit.	247
Between a Master and a Servant for the Management of a Farm.	248
Agreements for building, &c. An Agreement for building a House according to a Plan annexed, and with such Materials as shall be found the Builder by the Owner of the House.	250

Agreement for taking down an old House and building a new one, the Builder to find Materials. Page 251

To pull down an old Farm-house and build a new one, and to build a Cellar, Pantry and Brewhouse, with Rooms over, pursuant to a Plan annexed, with good Descriptions as to every particular Part of the Buildings; the Money to be paid at different Times as the Work is done, with a special Agreement, to prevent further Charges; the Builders to have the old Materials, and use such as are found found and good. 251

Another, with different Descriptions for the building a grander House in a Town. 253

For leasing old Houses to be pulled down, and new ones to be built, of which Leases are to be granted as soon as built. Security to be given on pulling each old House down, that a new one shall be built, agreeable to a Grant from the Crown, which after a certain Time is to be renewed, and a further Term granted to the Builder. 255

By a Carpenter and a Bricklayer for erecting a new Building in *London* since the great Fire, according to the Act of Parliament for rebuilding *London*. 257

Another for building Houses to make a new Street in *London*, pursuant to Act of Parliament. 259

That on finishing the Building of two Houses, to grant a Lease of a Piece of Ground, and the Builder is to lay out in such Building a certain Sum, of which he is to produce a just Account. 261

Articles of touching building a Work-Shop over Coach-houses belonging to an Inn, with a Lease of the said Shop and Liberty of Ingress, and a Covenant for a further Term, if the Lessor obtains a new Lease. 262

For building a new Court in one of the Inns of Court. 264

To take down the Front of a House and build a new one, and to do other Repairs. 266

Granting Liberty to build an Oven, with a proviso to pull the same down on Notice for that Purpose to be given. 267

To keep the Garden and the Pales, &c. in a Square in Repair. 268

To indemnify a Person who had employed a Bricklayer to build a House from being charged with other Workmens Bills. 270

For performing Bricklayers and Tilers Work in building a House. 270

For making of Bricks (to be made at a certain Price, and delivered at a certain Time) towards finishing of Buildings. 271

Between a Master Shipwright and his Workmen for building a new Ship, pursuant to Articles of Agreement between the Master Shipwright and the Merchant or Owner. 271

For Sale of several Parts of a Ship, and painting the same, and that the Purchaser will

PART II.

accept a Bargain and Sale of the remaining Parts at such a Price, if executed by such a Time. Page 272

For Sale of a new Ship, and for finishing the Hull and launching the same, &c. from the Shipwright to the Purchaser. 272

To go, set up and build a Barge beyond Sea. 273

Concerning the digging and making a River navigable. 274

For an *Indian* Servant to serve another Person to dive, to recover a Wreck, and do other Business at — per Week. 274

To engrave a Set of Cuts for a Book. 275

For making a Quantity of Shoes. 275

For keeping a new Chariot in Repair for seven Years at — per Annum. 276

Agreement to regulate Measures. Articles between Glue-men touching the Size of a Basket for the Measure of Chippings, &c. 276

Agreements concerning Ships. Agreement for Freight to a Place, between the Master of a Ship and a Merchant. 278

For Freight to a Place, between one that has a Charter-party for a certain Number of Tons to a Merchant for Part of that Number. 278

For Freight of Timber, pursuant to an Agreement with the Commissioners of the Navy. 279

For Freight of Goods to a Place, and the Master to sell them for the Purchase of other Goods, which he is to bring home. 279

For Freight if the Merchant procures the Master a Passport, and to seal a Charter-party. 280

For Freight from a Place. 281

For Freight from a Place between two Freighters and a Merchant for two several Numbers of Tons. 282

Another. 282

For Tonnage on a Ship's returning home. 282

For Freight of ———— Lasts of Pot-Ashes from D. 283

For Freight from a Place, (the Ship to sail with a Convoy) and to seal a Charter-party. 283

Part of among Merchants, Freighters of a Ship, for their Factors buying and fitting up, and and lading the Ship. 283

To carry Passengers beyond Sea. 284

Agreement for a Horse-Race. 284

For a Subscription Plate to be run for. 308

Agreements concerning Law Suits. Agreement between several Tenants who had been served with Declarations in Ejectment for Non-payment of Ground-Rent, to deposit their Proportions in the Tenant's Hands, that he may pay the said Rent to prevent future Ejectments. 285

About bearing equal Charges in a Law-Suit to be brought for the Recovery of an Estate. 286

Agreement to settle two Houses in *London* to several Uses, if they be recovered at Law, and to pay Charges. *Page* 286

Between two Assignees of a Commission of Bankruptcy to bear the Expences of several Suits *pro et con.* in Proportion to their respective Debts. 288

Articles of, to pay a proportionable Part of the Costs in an Action of Ejectment, according to the Value of each Tenant's Lands. 289

Between Watermen to pay a Penny a-piece *per Week* into a Person's Hands to defray Expences of prosecuting Hoymen obstructing and damaging their Boats. 290

To redress Abuses in the making and dealing in Butter, and for raising and depositing Money for prosecuting Offenders. 291

To end Suits by conveying several Manors, &c. to Trustees to make Sale thereof for Payment of Debts, and the Profits of the Premises before Sale to be received by the Trustees for Payment of the Interest of the Debts, and for settling such Lands as shall remain after the Debts paid, as also of other Lands to several Uses, and for building a Capital Messuage, with Power to make Leases for Years or Lives as Tenants in Tail have by Law. 292

For ending and concluding all Matters of Accounts and Differences in a Cause in Chancery, with Covenants for Payment of Money, sealing of Leases, and vacating a Recognizance given to abide by the Accounts to be taken by a Master. 297

To end a Suit in Chancery (brought in Pursuance to a Claim by various Settlements, &c. in which an Issue at Law was directed to try the Legitimacy of one of the Parties) whereby the Premises in Question are settled, and an Act of Parliament covenanted to be procured for Confirmation. 298

To end Suits, an Ejectment having been brought by a Widow for her Jointure made by her Husband by a Settlement in Pursuance of his Father's Will, the Premises after sold, and the Bargainee in Possession; an Ejectment brought and Verdict therein, an Order of Assise, Judges divided, a further Debate, Judgment for the Plaintiff, Error brought, Judgment affirmed, a Bill in Chancery and Injunction, Answer, Injunction dissolved, and the Jointure and Marriage proved; after which the Parties agree as to the Charges and settling the Estate, &c. 301

Between a Father and his Intestate Son's Widow, (where the Father had entered a Caveat to prevent her Administration) whereby the Father is to have his Son's Cloaths and Money, if the Widow be not brought to bed in a limited Time. 305

Articles of, to end Differences about watering of Meadows and keeping of Flood-Hatches. 306

Agreement for laying in Water in a Country Town, and to pay for the same. *Page* 307

Annuities. An Appointment of an Annuity to the separate Use of the Wife, (out of Premises devised and settled to several Uses) chargeable nevertheless with the Payment of her Debts, and containing Power to retain Interest of Money for Payment. 332

Assignment by Deed Poll of an Annuity or Rent-Charge granted by Deed for Life. 363

Another with suitable Covenants. 363

Of an Annuity, (granted by an Incumbent for his Life out of his Rectory) with a Power to distrain, &c. 365

An Assignment of an Annuity or Rent-Charge, (granted by Deed for Years, with a Clause of Distress and *Nomine pænæ*) with Covenant to avow Distress and Actions, and a Letter of Attorney. 367

An Assignment of an Annuity granted by Deed and the Arrears thereof, and of the Benefit of a Decree in Chancery expected to be made in Favour of the Annuitant (a Suit being depending on Account of the Deed being fraudulently cancelled) for Payment of a Debt. 368

An Assignment of an Annuity for Life given by Will to the Assignor for Life. 373

An absolute Assignment of the fourth Part of two Annuities given by Will from the Son of one of the Daughters and Coheiresses of the Legatee. 373

An Assignment of two Annuities granted to a Man by Fine *Sur Grant and Render*, with proper Covenants. 375

An Assignment of an Annuity granted by way of Mortgage, and a Judgment given for the better securing thereof by a Trustee, and a Confirmation thereof by an Executor, another Trustee, in Trust for better securing a Sum of Money lent on a Mortgage. 376

A common Assignment of Exchequer Annuities, Orders and Tallies. 377

An absolute Assignment of three Exchequer Annuities for 99 Years, payable out of Duties granted by Act of Parliament. 377

Assignment of five Exchequer Annuities, payable by Virtue of an Act for carrying on the War. 378

Assignment of several Exchequer Annuities granted by several other Acts of Parliament to several Uses, taken out of a Marriage-Settlement. 378

Of Exchequer Annuities, or an Assignment of an Assignment thereof, (the Difference being here shewn) upon Trust for the Assignor for Life, and after his Decease to such Person as he shall have appointed, and for Want thereof to his Executors and Administrators. 380

(Or Appointment) pursuant to the Trusts in the foregoing Assignment of the Annuities, after the Assignor's Death. 381

An.

Annuities.

The TABLE.

Appointments.

Annuity by an Executor of an Exchequer Annuity, purchased by the Testator; Part of the Purchase-Money was paid by the Testator in his Life-time, and the Residue by the Executor after his Death. *Page* 382

Of the said Assignment. 382

Of Exchequer Annuities by two several Annuitants, in Trust to discharge a Mortgage made by one of the Annuitants of his Annuity, and (pursuant to Agreement) in Trust that out of the Residue a yearly Sum shall be paid to the Survivor of the Assignors. 382

Of a reversionary Exchequer Annuity, vested in the new Assignor by several mesne Assignments to two Assignees in a Commission of Bankruptcy, in Trust for the Bankrupt's Creditors. 385

The like (reciting *inter alia* the Death of the Nominees) to a Purchaser. 385

Of an Assignment of an Exchequer Annuity, in Trust to be re-assigned to the Assignors and other Persons. 386

The Re-assignment. 386

Of a reversionary Interest in *South-Sea* Annuities, which had been transferred to Trustees as a Security for the due Payment of an Annuity to a Grantee thereof, to a Purchaser of the *South-Sea* Stock under an Order in Chancery. 386

Of Dividends of *South-Sea* Annuities by way of Joint-Annuity, for better securing Payment thereof, secured by a Bond of even Date. 389

Of an Annuity and Arrearages thereof to Trustees, in order to alter the Property, and to vest the same in Trust for the Husband. 390

Of an Annuity, payable out of a Salary which the Assignor is intitled to during his Majesty's Pleasure. 392

A Bargain and Sale of Annuity. 694

A Bond for Payment of an Annuity. 707

A Bond to pay an Annuity during the Life of the Obligee. 707

To pay an Annuity, which is the same as is mentioned in and secured by a Deed Poll of equal Date, and indorsed on the Back of another, and to pay and keep the Covenants, &c. in the Deed Poll. 707

For Payment of an Annuity by two several Persons, which is declared to be the same as granted by Deed of the same Date. 708

To pay five Guineas a Year during the joint Lives of two Persons. 708

To pay the Interest of a Sum of Money annually to a Person during her Life, and the Principal, after her Decease, amongst her Children. 708

To pay an Annuity before charged on Lands sold, with the Consent of the Annuitant, by half-yearly Payments. 708

For Payment of an Annuity to a Servant till her Marriage, and after her Marriage to a Trustee for her separate Use, for her Life. 709

Annuities. A Bond to pay an annual Sum, &c. as a Reward for faithful Service. *Page* 709

For securing an Annuity in Pursuance of Articles, by a third Person, for the absolute Sale of a mortgaged Estate, wherein the Annuitant had a Jointure Estate for Life. 710

To pay a certain Sum at a certain Time, &c. 711

By a Trustee to pay a Legacy on his Receipt thereof to a Woman if living, and if dead, to be divided amongst her Children. 711

From a Trustee to pay an Annuity for Life, by quarterly Payments, pursuant to the Direction of a Will. 711

From a Trustee to pay Money weekly to a Woman during her Life, whether Covert or Sole, pursuant to a Will. 712

To procure Certificates of a Person's Life quarterly, made upon Assignment of an Annuity issuing out of the Duty of Excise. 751

Appointment of Copyhold Lands, &c. Appointment from a Wife to her Trustee, pursuant to a Power reserved in a Settlement to pay Rent, and to convey Freehold, and surrender Copyhold Lands to the Use of a Purchaser. 309

Of a Moiety of an Estate limited for the Use of younger Children, who being desirous to sell the same, and the Title Deeds being refused to be produced, an Attorney is impowered to file a Bill in Chancery. 310

Special Recitals intended to be inserted in the foregoing Deed. 314

From a Wife to her Trustees to sell *South-Sea* Stock. 314

By a Widow to a Purchaser, (subject to the Payment of 100*l.*) and the Confirmation of her Trustees. 315

Appointment of Jointures, &c. Appointment of a Jointure made before Marriage, pursuant to a Power in a former Deed. 317

Of a Jointure by an intended Husband for his intended Wife's Life, (the further Limitations to be expressed in another Deed) in Consideration of a large Portion, made pursuant to several Surrenders, giving him Power to appoint. 318

Of a Jointure by Virtue of a Will. 321

By a Husband of so much of the Premises mentioned in a Will, as shall be sufficient to pay 200*l.* *per Annum* after his Death to his Wife, for her Jointure, in case no other Settlement is made, with a special Covenant for securing the same. 322

Of an Estate by a Husband to his second Wife, made after Marriage in Consideration of her Portion, subject to a Charge for his Daughter by his first Wife, with Power to make Leases; *Habendum* from his Death for her Life. 323

Ap.

Appointment and Grant by an intended Husband to an intended Wife of a Jointure, in Consideration of her covenanting to levy a Fine, &c. when of Age by her Guardian's Consent, of her Estate, &c. to several Uses, &c. with a Proviso to be void if no such Fine, &c. be levied. Page 325

Of a Jointure (pursuant to a Power in a Will) by the intended Husband after his Death, for his Wife for her Life; and a Demise to Trustees for a Term of Years, of the Premises appointed for securing an Annuity for her separate Use; and a Charge on Lands to provide for Daughters, and a Covenant (pursuant to an Agreement that the Wife's Portion is in Satisfaction of Legacies, &c.) for the Husband to make a Release, and to ratify Partitions of an Estate. 328

By a Husband to increase his Wife's Jointure, (pursuant to a Power in a Will to settle a Jointure in Proportion to his Wife's Portion) Part of her Portion being before paid, as to which the Husband had made a Settlement, and now to enable him to receive the rest, settles an Annuity, chargeable on Woods and Wood-Grounds, on her, with Proviso on Non-payment to cut down Wood and receive Rents, &c. 331

Of an Annuity to the separate Use of the Wife, (out of Premises devised and settled to several Uses) chargeable nevertheless with the Payment of her Debts, and containing Powers to retain Interest of Money for Payment. 332

Appointments by Wives. Appointment by a Feme Covert of a Freehold Estate to her Husband for his Life, to take Effect immediately after her Decease. 337

Of an Annuity chargeable on his Estate, &c. and a Release of the Arrears, &c. thereof, and an Appointment of an Estate of Inheritance to the Use of him, his Heirs and Assigns for ever. 337

By a Wife to the Heir and Executor of a Trustee, in Trust, after her Decease to the Use of her Husband, (whom she married by Consent pursuant to her Mother's Will) of Lands and South Sea Stock, and Annuities. 338

A Wife's Deed of Appointment or Will according to a Power to her reserved by Settlement, (notwithstanding her Coverture) whereby she disposes several particular Legacies and Annuities, and makes her Husband sole Executor. 339

By a Wife to her Husband of her Personal Estate, subject after her Death to the Will of P. G. as to a Moiety thereof. 340

By an intended Wife, that Trustees shall stand seised of Premises mortgaged in Fee, in Trust for the Husband. 340

From a Wife to a Trustee, for her Husband's Use, of a Moiety of a Reversion of a Copy-

hold Estate, after the Death of her Sister the other Coheirefs. Page 341

Appointments by Husband and Wife, &c. Appointment by Husband and Wife of her Estate of Inheritance, *Habendum* after the Death of the Survivor to the Use of the Heirs and Assigns of the Wife, pursuant to a Power reserved in a Coveyance by Deed and Fine. 342

By Husband and Wife, by Virtue of a Deed and Recovery of Lands to such Uses as they should appoint, to the Husband for Life; Remainder to the Wife's Heirs in Fee, with a Power by the Husband to charge a Sum by Will to be raised after her Death. 342

By a Wife of Lands to her second Husband and self, and their Heirs and Assigns for ever, pursuant to a Power reserved in a Settlement made on her first Marriage. 343

Appointments of Portions. Appointment by a Husband of Lands, after his and his Wife's Death, to the Use of all their Children (except the eldest Son) as Tenants in Common in Tail general, with cross Remainders; Remainder to the eldest Son in Tail; Remainder to the Father in Fee, with a Proviso that if a younger Son becomes the eldest alive, his Share shall go amongst the rest of the Children. 344

By a Father to raise Portions for Daughters and a younger Son, pursuant to a Power reserved in a Settlement to Uses. 344

By a Father of a Portion charged by Deed on Lands for his Daughter, and an Agreement and Declaration that he will give her a larger Portion, exclusive of that made on her Marriage by Indorsement on a Settlement. 346

By a Father to make a Provision for two Daughters, *viz.* for the eldest who is unmarried a Moiety of his Estate, and for the younger who married against his Consent, the Interest Money to be raised out of the other Moiety, to be paid to her separate Use during her Coverture; if she survives her Husband, to her and her Assigns. 346

By a Father of the Trust of a Term raised by a Marriage-Settlement, after his Death to pay his eldest Son an Annuity for Life, subject to the Land-Tax, and another Annuity to a Daughter for her separate Use, &c. and charged with Annuities in Trust for a second Son, with a Proviso that if the eldest dies, &c. the Trustee, &c. the Costs shall be discounted out of his Annuity. 348

By a Feme Covert of a Legacy (given to her separate Use and Disposal) to her Children equally between them, to be paid at their coming of Age or Marriage. 349

By a Feme Covert of Manors, &c. after the Death of her Husband and her, to the Use of the first and other Sons of the Marriage successively in Tail Male; Remainder to the Daughters as Tenant in Common in Tail general.

Appointments.

The TABLE.

Apprentices.

general, with cross Remainders to the Heirs of her Body by this Husband; Remainder to the Husband in Fee. Page 349

To pay Debts and Annuities, and other Monies out of Lands, to younger Children, and to convey the Lands to the eldest Son when of Age. 350

By a Mother (a Trustee) of Money to be raised for the Advancement of a younger Son, wherein was contained an Assignment of Trusts by the other Trustee. 351

By a Widow of an Estate to one of her Sons, pursuant to several Powers in Deeds and Wills of her deceased Husband. 352

By a Feme Covert, charging her Estate of Inheritance with the Payment of Monies to her Daughters for their Portions; Remainder in Trust to be settled to the Use of the Daughters for a long Term, then to the Son in Fee; in which Settlement is to be contained a Proviso to enable the Son to cease the Term on Payment of further Sums to the Daughters. 353

Appointment by a Husband for Provision for his Wife, Children and Grandchildren, &c. By a Husband of Monies to arise by Sale of Lands and Personal Estate, reciting his Intent to make his Wife his residuary Legatee and sole Executrix; in which Case the Trustees to put out Part of the Money arising by the Sale at Interest, and pay two Annuities; the rest of his Estate to go amongst his Daughters, after their Deaths to their Children; with a great Variety of special Limitations to the Children and Grandchildren, (as in the Margin) with a Proviso that if the Wife (surviving the Husband) makes any other Appointment, then this shall be void. 354

Appointment of Guardianship of Infants. The Tuition of an Infant appointed by the Father. 358

An Infant's Election and Appointment of a Guardian of Person and Estate, with Power to let Lands, &c. 358

Appointment for the Benefit of distant Relations. By a Widow of Lands, &c. to her Aunt, pursuant to a Power of Revocation and new Limitation. 358

Appointment by way of collateral Securities. By a Feme Covert of Lands (whereof a Fine was levied, and the Uses declared to be as she shall appoint) as a collateral Security for Money owing by her Husband and Daughter on their Bond. 359

By a Mortgagor and Mortgagee on assigning over a Mortgage to Trustees of the Assignee or new Mortgagee, that they shall stand seised of the Premises mortgaged, in Trust for the Assignee or new Mortgagee, for the better securing the Mortgage Money, &c. 360

PART II.

Appointment for Creditors to receive Monies in Satisfaction of their Debts. A Husband and Wife's separate Appointment for a Creditor to receive the Interest Money due on a Mortgage, or the Rents of Premises to be purchased with the Principal, till a Debt due to him from the Husband is satisfied. Page 360

Another Appointment or Power for a Creditor to receive and retain 67 l. out of Interest Monies, &c. in Satisfaction of his Debt. 361

Appointment to Uses, &c. An Indorsement whereby C. G. appoints his Trustees to stand possessed of the Residue of a Term of 500 Years, in Trust for such Persons as shall be intitled thereunto by Virtue of a Settlement of the same Date. 362

By a Feme Covert to Trustees of Mortgage Money received, to be laid out in a new Mortgage to the Uses in Marriage Articles. 362

Appointment to receive Rents. By a Feme Covert of a Receiver of Rents. 362

Appointment of Clergymen to preach. 363

Apprentices. A general Indenture of Apprenticeship suitable to any Trade. 234

An Indenture of an Apprentice put out by the Parish, two Forms. 235

An Indenture whereby an Apprentice is put out by his Guardian's Consent to an Apothecary and Surgeon, wherein are contained several special Agreements as to finding Physic, Cloaths, &c. paying Physicians and Nurses, attending Hospitals, making good Imbezillments, and a Provision in case of the Master's Death. 236

Another whereby a Father puts his Son Apprentice to a Painter, the Father to find the Son every Thing, the Master only to teach the Son his Trade, and permit him to go to the Academy. 237

An Agreement to teach a Girl the Trade of a Millener or Sempstress within — Months, in Consideration whereof a Friend of the Girl is to pay several Sums at several Times; the Girl to have the Benefit of her Work; wherein is also an Agreement in case of Sickness, Death, and serving as a Journeywoman. 238

Another to a Master and Mistress, she being a Millener and Sempstress. 238

An Indenture for an Apprentice to learn the Art of blowing and finishing Glass, wherein the Master agrees to pay the Apprentice a certain Sum per Week, to find himself all Necessaries. 239

An Indenture of Apprenticeship to a Mariner, the Apprentice to go in such Ships as the Master shall appoint. 239

An Agreement between a Merchant and his Apprentice's Father. The Father covenants for his Son's Fidelity. 239

- Apprentices.** An Indenture of Apprenticeship to two Merchants, Partners, to go beyond Sea to live with their Factor there. *Page* 240
- An Agreement that an Apprentice shall be at his Liberty to leave his Master at the End of five Years, and the Master to make him free notwithstanding his Indentures of Apprenticeship for seven Years. 241
- An Agreement that if an Apprentice has not his Health, he shall be at Liberty to come away from his Master, and the Indentures to be cancelled. 241
- An Agreement between a Father and Master to find an Apprentice Cloaths, and to return Part of the Money if he dies in a certain Time. 242
- An Agreement between the Father of an Apprentice and the Master, (a Merchant) that after five Years are expired the Apprentice shall go abroad as a Factor, and have a Share of Profits during the Residue of his Apprenticeship. 242
- An Agreement that an Apprentice shall have Liberty to occupy a Stock of his own for the Residue of his Term, as a Recompence for his good Services. 243
- An Assignment of an Indenture of Apprenticeship. 392, 393
- An Assignment of an Indenture of Apprenticeship, wherein the Master not only assigns the Apprenticeship, but the Apprentice binds himself to the Assignee, and covenants to serve him faithfully, &c. and the Master covenants to find Meat, &c. and to instruct the Apprentice, and when out of his Time to pay him a Sum to buy him Necessaries, with a Proviso to make the Assignment void in case of his absenting himself from his Master's Business. 393
- An Assignment of an Indenture of Apprenticeship, in Consideration of finding Victuals, &c. according to the Custom of *London*, &c. with a Covenant to endeavour to procure the Apprentice's Freedom. 394
- An Assignment of an Assignment of an Apprentice, wherein the now Assignor releases his Right to the Assignee, and the Apprentice covenants to serve, with other Covenants as to finding Cloaths, &c. 395
- An Agreement on cancelling the above Assignment. 395
- An Assignment of an Apprentice who had absented, whereby (in Pursuance of an Agreement) he is assigned over, and he covenants to serve the Time in the Indentures, and a further Time; and Variety of special Covenants. 395
- An Assignment of two Apprentices. 397
- An Assignment of an Indenture of Apprenticeship by the Executor of the deceased Master. 397
- An Assignment of the Benefit of the Service of Apprentices. 659

- Apprentices.** A Bond from a Master to return Part of the Money received with an Apprentice, if he dies before he returns from a Voyage. *Page* 720
- A Bond from a Master to the Father of an Apprentice, that he will return Part of the Money given, if the Apprentice dies before the Expiration of Half his Term. 720
- Another, to return several Parts of the Money, if the Apprentice dies within the first, second or third Years of his Apprenticeship. 720
- A Bond from a Master to perform Covenants in Indentures, upon putting out a poor Child Apprentice. 745
- A Bond to procure an Apprentice's Freedom. 750
- A Bond that an Apprentice shall serve pursuant to Indentures. 758
- A Bond from a Father, that his Son turned over shall serve till of Age, and then he shall sign a sufficient Writing, whereby he shall oblige himself to serve the Residue of the Term mentioned in the Indentures. 758
- A Bond to make Satisfaction for what an Apprentice shall imbezil, &c. 758
- A Bond that an Apprentice shall account, and that Satisfaction shall be made for what he shall imbezil. 759
- Where the Apprentice's Friends are to find his Apparel. 759
- A Bond from a Father, that his Son, an Apprentice, who has eloped from his Master and imbezilled his Goods, shall faithfully serve the Residue of his Apprenticeship, and make good the lost Time and all Goods imbezilled, &c. 759
- A Bond from a Master, that in Consideration of Money paid him he shall take an Apprentice, and teach him his Trade during three Years, and that the Apprentice may leave him at Expiration of that Term. 760
- A Bond from a Master, that an Apprentice may leave him at the End of the first four Years and trade for himself, and to protect him and make him free. 760
- A Bond from the Master to the Apprentice's Father about Day-Wages. 761
- A Bond from a Mother (on assigning over her Son, an Apprentice, to another Master) that the Son shall serve the Master one Year over and above the Term in his Indentures, or in Lieu thereof she shall pay the Master a certain Sum at the Master's Election, and that she shall find her Son Cloaths and indemnify the Master from Charges of Sickness or Burial. 761
- A Bond from a Father to find his Son, an Apprentice, with Cloaths, and to make good Imbezilments. 771
- A Bond for a Father to find his Son, an Apprentice to a Master of a Ship, Cloaths during his Apprenticeship, and to keep him with Victuals, &c. (on his Master's Request when in *England*). 771

Assignments.

The T A B L E.

Assignments.

Apprentices. A Bond for finding Apparel for an Apprentice, or paying Money in Lieu thereof. *Page 774*

A Bond to indemnify the Master of a Ship, on his paying the Master of an Apprentice Wages for the Service of such Apprentice on board the said Ship. *815*

A Bond from an Apprentice's Father to indemnify the late Master's Widow and Executrix upon her turning him over to another Master. *823*

A Bond from the Father of an Apprentice, who had lost a Goldsmith's Note, to indemnify the Master, he having given a Bond of Indemnity to the Drawer of the Note on being paid the Money. *826*

A Bond from an Apprentice to indemnify his Master (on leaving off his Trade to him) from any Damage on Account of trading in his Name. *827*

Articles. See *Agreements.*

Assignments of Annuities, &c. An Assignment, by Deed Poll, of an Annuity or Rent-Charge, granted by Deed for Life. *363*

Another, with suitable Covenants. *363*

Another, with the usual Covenants at length. *364*

A very good Assignment, (granted by an Incumbent for his Life out of his Rectory) with a Power to distrain, and a Demise over to a Trustee, with an Assignment of a Bond and Judgment given as a further Security for the Payment in case the Grantor should resign. *365*

Of an Annuity or Rent-charge, (granted by Deed for Years, with Clause of Distress and *Nomine pœnæ*) with Covenant to avow Distress and Actions, and a Letter of Attorney. *367*

Of an Annuity granted by Deed; and the Arrears thereof; and of the Benefit of a Decree in Chancery expected to be made in Favour of the Annuitant (a Suit being depending on Account of the Deed being fraudulently cancelled) for Payment of a Debt. *368*

Of an Annuity for Life, given by Will to the Assignor for Life. *373*

Of the fourth Part of two Annuities given by Will, from the Son of one of the Daughters and Coheiresses of the Legatee. *373*

Of two Annuities granted to a Man by Fine *Sur Grant and Render*, with proper Covenants. *375*

Of an Annuity by way of Mortgage, and a Judgment given for the better securing thereof, by a Trustee, and a Confirmation thereof by an Executor, another Trustee, in Trust for better securing a Sum of Money lent on a Mortgage. *376*

Of Exchequer Annuities, Order and Tallies. *377*

Assignment of three Exchequer Annuities for 99 Years, payable out of Duties granted by Act of Parliament. *Page 377*

Of five Exchequer Annuities, payable by Virtue of an Act for carrying on the War. *378*

Of several Exchequer Annuities granted by several other Acts of Parliament to several Uses, taken out of a Marriage-Settlement. *378*

Of Exchequer Annuities, or an Assignment of an Assignment thereof, (the Difference being here shewn) upon Trust for the Assignor for Life, and after his Decease to such Person as he shall have appointed; and for Want thereof to his Executors and Administrators. *380*

(Or Appointment) pursuant to the Trusts in the foregoing Assignment of the Annuities, after the Assignor's Death. *381*

By an Executor of an Exchequer Annuity, purchased by the Testator; Part of the Purchase-Money was paid by the Testator in his Lifetime, and the Residue by the Executor since his Death. *382*

Of the said Assignment. *382*

Of Exchequer Annuities by two several Annuitants, in Trust to discharge a Mortgage made by one of the Annuitants of his Annuity, and (pursuant to Agreement) in Trust that out of the Residue a yearly Sum shall be paid to the Survivor of the Assignors. *382*

Of a reversionary Exchequer Annuity, vested in the new Assignor by several mesne Assignments to two Assignees in a Commission of Bankruptcy, in Trust for the Bankrupt's Creditors. *385*

The like (reciting *inter alia* the Death of the Nominees) to a Purchaser. *385*

Of an Assignment of an Exchequer Annuity, in Trust to be re-assigned to the Assignor and other Persons. *386*

The Re-assignment. *386*

Of a reversionary Interest on *South-Sea* Annuities, which had been transferred to Trustees as a Security for the due Payment of an Annuity to a Grantee thereof, to a Purchaser of the *South-Sea* Stock under an Order in Chancery. *386*

Of Dividends of *South-Sea* Annuities by way of Joint-Annuity, for better securing Payment thereof, secured by a Bond of even Date. *389*

Of an Annuity and Arrearages to Trustees, in order to alter the Property, and to vest the same in Trust for the Husband. *390*

Of an Annuity, payable out of a Salary which the Assignor is intitled to during his Majesty's Pleasure. *392*

Assignment of Apprentices. An Assignment of an Indenture of Apprenticeship. *392*

Wherein the Master not only assigns the Apprenticeship, but the Apprentice binds himself to the Assignee, and covenants to serve him faithfully, &c. and the Master covenants to find Meat, &c. and to instruct the Apprentice, *392*

prentice, and when out of his Time to pay him a Sum to buy him Necessaries, with a Proviso to make the Assignment void in case of his absenting himself from his Master's Business. <i>Page 393</i>	Assignment of a Bond for Payment of Money, by Indorsement. <i>Page 405</i>
Of an Indenture of Apprenticeship, in Consideration of finding Victuals, &c. according to the Custom of London, &c. with a Covenant to endeavour to procure the Apprentice's Freedom. <i>394</i>	Part of another. <i>405</i>
Of an Assignment of an Apprentice, wherein the now Assignor releases his Right to the Assignee; and the Apprentice covenants to serve, with other Covenants as to finding Cloaths, &c. <i>395</i>	Of a Bond as a Security for a Debt. <i>406</i>
Assignment above cancelled by Agreement. <i>395</i>	Of a Bond for securing the Payment of Monies now lent by Husband and Wife, it being given to the Wife <i>dum sola</i> . <i>406</i>
Of an Apprentice, whereby (in Pursuance of an Agreement) he is assigned over; and he covenants to serve the Time in the Indenture, and a further Time; with Variety of special Covenants. <i>395</i>	Of a Bond as a collateral Security for a Sum borrowed, for which the Assignor of this Bond has also given his own Bond. <i>406</i>
Of two Apprentices. <i>397</i>	Of a Bond in Consideration of Services. <i>408</i>
Of Indentures of Apprenticeship by the Executor of the deceased Master. <i>397</i>	Of several Bonds to a Trustee for a Widow, with Consent of her intended Husband, that the Money be at her Disposal after Marriage. <i>409</i>
Assignments of Articles, &c. An Assignment of Articles of Agreement for the Sale of Timber, and the Money arising therefrom, for the Payment of Debts in a Schedule. <i>398</i>	Of a Mortgage Bond, by Indorsement thereon, to the Intent to keep the same on Foot against the Heirs of the Mortgagor deceased. <i>410</i>
Of Articles of Agreement for the Sale of Goods by Indorsement. <i>399</i>	Of a Mortgage Bond to the Assignee of the Mortgage, by an Administrator and Brother of the Obligee, to another Brother, towards Satisfaction of the Share of the Obligee's Personal Estate. <i>410</i>
Of Articles of Clerkship. <i>399</i>	Of a Bond by two Executrixes and residuary Legatees of the deceased Obligee, which is decreed to be paid out of the Real Estate of the Obligor, he being also deceased, in Consideration of Money paid. <i>411</i>
Part of another. <i>400</i>	Of a Bond for Payment of Money, pursuant to an Order in Chancery. <i>412</i>
Of Articles of Clerkship by Indorsement. <i>400</i>	Of an Assignment of a Bond for Payment of Money. <i>412</i>
Assignment of Bills. An Assignment of a Bill of Sale of Goods annexed. <i>401</i>	Of an <i>East-India</i> Bond by a Feme Sole (by the Consent of her intended Husband) to Trustees to her Use, notwithstanding her Coverture. <i>412</i>
Of a conditional Bill of Sale of Goods, and a Bond for Security of Money lent. <i>401</i>	Of a Bond in Trust for the Uses of Marriage Articles, in Discharge of the Residue of Money (a Mortgage being made for Part) due on a Bond, to the like Uses. <i>414</i>
Of a Bill of Sale of Part of a Ship by Indorsement. <i>402</i>	Of a Bond for Payment of Money from the Obligee to a Friend of one of the Obligor's, (who was bound as Surety with the other Obligor for his proper Debt) in Trust for the said Surety, given on his paying the Money, he having no Counter-bond or other Indemnity. <i>414</i>
Another Assignment of a Bill of Sale of a Ship. <i>402</i>	Of a Bond for Payment of Money for Goods sold on their Arrival abroad. <i>414</i>
Of a Bill penal. <i>403</i>	Of a Bond for the peaceable Enjoyment of a Ship made on assigning a Bill of Sale of the Ship. <i>415</i>
Of a Victualling Bill. <i>403</i>	Of a Bond to perform Covenants from the first Mortgagee to an Assignee of the said Mortgagee. <i>415</i>
Of a Navy Bill (Debentures in Effect the same.) <i>403</i>	Of a Bond of Bottomree. <i>417</i>
Assignments of Bonds. An Assignment of a Bond for the Payment of Money by Deed Poll. <i>403</i>	Of a Bail-Bond. <i>417</i>
Of a Bond for Payment of Money by Indenture. <i>404</i>	Of a Bond of Arbitration and Money awarded, (reciting that the Assignee had been bound as Surety for the Assignor, and reciting the Bond of Arbitration and an Award thereon) for indemnifying the Assignee against his Suretyship. <i>417</i>
A Covenant to indemnify the Assignor (or Assignor of an Assignor, as the Case is) of a Bond, in an Assignment by Indentures. <i>404</i>	
An absolute Assignment of a Bond, wherein there is a Covenant, that if the Money shall not be duly paid by the Obligor at the Time mentioned therein, that then the Assignor shall make it good and pay the same, and in such Case the Assignee shall re-assign the Bond to the Assignor. <i>405</i>	

Assignments of Bonds, &c. An Assignment of a Bond and Judgment, the Judgment being obtained on a Suit upon Non-payment of the Principal and Interest due on the Bond. Page 418
 Of a Bond and Judgment after a Verdict, in Consideration of Money paid down. 419
 Of a Bond and two Judgments thereon by Confession, one in the Court of Common Pleas in *England*, and the other in the Court of Common Pleas in *Ireland*, defeasanced on the Payment of a Sum of Money, in Consideration of a Sum advanced, subject to such Defeasance. 420
 Of two Bonds and a Judgment by Executors, in Consideration of Money in Hand paid. 422
 Of a Bond and Judgment to a Trustee for a Purchaser, to protect his Purchase from mesne Incumbrances. 423
 Of an Assignment (by Indorsement) of a Bond and Judgment, in Trust to protect the Freehold and Inheritance of Lands purchased. 424
 Of a Bail-Bond and of two Judgments recovered thereon, in Trust for one of the Obligors in the same Bond, who paid the Money due on the original Action. 424

Assignment of a Bridge and Toll. An Assignment of a Bridge and the Pontage (or Toll) thereof from the Commissioners appointed by an Act of Parliament for building the same, &c. to Trustees, in Trust for the Proprietors. 425

Assignment of a Ship's Cargo. An Assignment of Part of a Cargo on board a Ship. 433

Assignment of a Chamber in an Inn of Court. 434

Assignment of Copy-Right in Books. 434

Assignment of Debentures. An Assignment of a Debenture by way of a collateral Security for Money payable on a Mortgage. 435
 From a Master of a Ship to a Part-Owner of his Proportion of a Debenture made out for the Ship's Hire in the Transport Service. 436

Assignments of various Kinds of Things. Assignment of three Debentures in Trust for a Creditor. 436

By two Debtors of Debts, in Trust for their Creditors, with a Release from the subscribing Creditors to the Assignors, and a Declaration that if the Money due on Bonds and Notes assigned to some of the Creditors be got in, it shall be so far in Discharge of the Money due to them respectively. 437

By a Debtor of his Household Goods, Debts, &c. to three of his chief Creditors, to pay to them and the other Creditors their respective Debts on Proof thereof, with the Creditors Covenant not to arrest the Assignor, but shall pay him the Surplus (if any) after his Debts, &c. paid. 440

PART II.

Assignment of Goods, Stock in Trade, Debts, &c. to two Creditors, in Trust to pay the same as far as they will extend, in Consideration whereof the subscribing Creditors release the Money due to them respectively, with a Proviso to make the Release void in case the Assignor has made any Concealment. Page 443

In Trust to pay Creditors where the Debtor produces an Account of his Effects on Oath, which the Creditors covenant to accept of in full of their Debts, and to execute general Releases before a certain Day, and in the Interim give him Licence to go about, &c. but on Condition that if the Effects will not pay 8 s. in the Pound, or that if all the Creditors don't execute the Assignment, the same to be void; or in case of concealing of Effects, the Assignment and the general Releases to be void. 445

The Affidavit mentioned in the above Agreement. 445

By a Debtor of Leasehold Premises, Goods, and a Debt to three of his Creditors, in Trust to be sold, &c. to pay Mortgage, Creditors and Expences, and the Surplus to be divided amongst the Rest of the Creditors in Part of their Debts, in Consideration whereof they grant him a Letter of Licence for three Years to pay the Residue. 447

Of two annual Sums to be paid out of the Rents of several Estates for the Life of the Assignor, in Trust to pay Creditors, wherein is a Direction to the Tenants to pay, and a Letter of Attorney to receive the Money out of the Rents, and a Covenant that the Assignor shall not be arrested, with a Proviso in case of his Death, &c. 449

Of a Salary to two Friends to pay to Creditors their full Debts, &c. 451

Of five Pounds (payable by a Box Club at the Death of the Assignor to his Executors, Administrators or Assigns) to a Creditor, in Satisfaction of his Debt. 443

By several Creditors (to whom two Copartners, the Debtors, had assigned a Bond, Annuity and Mortgage in Satisfaction of their Debts, the Surplus to the Assignors) to Trustees, for all the Creditors of the said Copartners, and by the Copartners, of Debts in a Schedule upon the same Trusts; and one of the Creditors covenants to pay a Sum of Money, which is to be applied to the same Uses. 453

By a Widow and Executrix, of the Equity of Redemption of the mortgaged Premises mentioned in one Schedule annexed, of Household Goods in a second Schedule annexed, and of the Debts owing to the Testator, to three of the Testator's Creditors, on Behalf of themselves and the other Creditors; in Consideration whereof she is allowed the Use of Goods and Liberty of purchasing them and her Husband's Stock in Trade, and is to be paid some Money, &c. and released from his Debts. 459

10 F

Assign-

Assignment by the Executors of a Debtor (one of them his Widow) of the Testator's Personal Estate to Judgment Creditors, upon Trust (after Expences, &c.) to pay the Costs of the Executors defending Suits, (unless on Judgments, &c.) the Residue to go amongst the said Creditors, who are nevertheless to make Allowances to the Widow for her future Support and Maintenance. Page 465

By an Executor and others, of a Bond and Judgment, (to some of whom the same were assigned as Securities for Debts) in Trust for all the Creditors of the Testator. 468

By a Widow of one fourth Part of a Ship's Cargo, and of the Benefit of a Decree in Chancery made concerning the same, upon Trust to pay the Husband's Debts, or in Proportion, &c. with Covenants from the Creditors as to their Contributing towards the Expences of Suits concerning the assigned Premises, with an Agreement as to how Monies recovered shall be disposed of. 469

Of a Man's whole Estate, in Consideration of several Debts and Engagements. 473

By a Widow and Administratrix of her Husband's Personal Estate, (and of a Charge upon the Real Estate in case it falls short) except her *Paraphernalia*, by the Direction of several of his simple Contract Creditors, to Trustees, (particularly named by the other Parties) in Trust for the Intestate's Creditors, with several special Covenants and Provisoos. 473

Of Debts as a Security in Trust for Creditors, being all the Satisfaction the Assignor is capable of making; with a Proviso that if all his Creditors do not execute a Letter of Licence in a limited Time, this Assignment to be void. 477

Of a Debt for securing a Debt owing to the Assignee by the Assignor, with Proviso to be void on Payment of the said last mentioned Debt. 477

By the Assignee under a Commission of Bankruptcy (by the Consent and Direction of the Rest of the Creditors) of the Bankrupt's Effects to one of the Creditors, who (by Agreement) advances 8 s. in the Pound, which the other Creditors agree to accept. 478

Of an Assignment of Debts to pay Creditors, &c. the first Assignee refusing to act. 480

Assignments of Debts. An Assignment by a Baron and Feme, the Feme being Administratrix of her Father's Goods, &c. of all Debts due to the Father's Estate on Bonds, Judgments, Notes, Books, &c. (except two Debts) in Consideration of a Sum of Money paid, with a Letter of Attorney and proper Covenants. 481

By a Widow and Executrix, and her Son, of Debts owing to the Testator on several Kinds of Securities, viz. Judgments, Recognizances, Bonds, Assignments, &c. in Consideration of Money paid, wherein are recited several Deceasances, Declarations and Covenants between the Debtors and Creditors, &c. 483

Assignment of a Debt due from a Bankrupt, which is proved before the Commissioners, but not yet received, with a Letter of Attorney and proper Covenants. Page 485

Of a Book Debt in Part. 486

Or Consignment of Debts, &c. mentioned in a Schedule from a Tradesman to his late Servant, in Consideration of a certain Sum of Money to be paid by the Assignee to the Assignor, to make up the said Debts, &c. the Sum specified was for Wares, &c. sold; wherein the Assignee for better securing the Payment of the Money is bound to make the Assignor Executor of his Will, which he is not to revoke till the Money is paid. 486

Between two Partners (upon determining the Partnership) of bad Debts, which are divided equally and mentioned in two Schedules, and assigned to each other respectively. 487

Assignment of Dower by the Heir. 488

Of Dower at the Church Door. 488

Assignments of Equity of Redemption. Part of an Assignment of the Equity of Redemption of Leasehold Premises. Part of the Purchase-Money is paid to the Assignees, and the Residue is to be paid to the Mortgagee with Interest by the Purchaser, and the Premises to be subject to such Payment. 488

Of an Equity of Redemption for securing a Sum of Money. 489

Of the Equity of Redemption of Premises granted by a Patent as a collateral Security on a Bond of even Date. 490

Of the Equity of Redemption of a mortgaged Lease as a collateral Security for the Payment of several Notes given for Value received. 492

From Assignees of a Bankrupt to a Mortgagee of a Bankrupt, of the Equity of Redemption of two several Leasehold Estates, the Principal and Interest due on the Mortgage being more than any Purchaser would give. 493

Of the Equity of Redemption of several Leasehold Premises from Assignees of a Bankrupt to the Administrator of a Mortgagee, the Mortgage Money and Interest (the Ground-Rent being in Arrear and the Houses unfinished) being more than they were worth. 495

From the Assignees of a Bankrupt to the first Mortgagee, of the Equity of Redemption of several Leasehold Messuages, &c. there being a second Mortgagee who is foreclosed by a Decree in Chancery, to prevent the Expences of the first Mortgagee's foreclosing. 497

Assignments of (Personal) Estates. An Assignment of an Intestate's Personal Estate by the Administrator, and a Re-assignment of it to the Administrator, in order to alter the Property. 498

Assignments.

The TABLE.

Assignments.

Assignments. The Re-assignment to be indorsed on the Back thereof. *Page* 499
 Another. 499
 Re-assignment indorsed. 499
 An Abstract of another. 500
 From the Husband of the Wife's residuary Part of the Estate, and of a Bond and Household Goods. 500
 From the Mother (an Administratrix) to her eldest Son (in Trust for himself, and as Guardian to his Brother, an Infant) of her Husband's Trade and Personal Estate, &c. and a Release from the Son, (and as Guardian of his Brother) to the Mother, of their Right to their Father's Personal Estate, &c. also a Grant of an Annuity to their Mother. 501
 And Release by an Executrix of a surviving Executor of the two Testators Personal Estate, to a Devisee of the Real Estate of one of the Testators, in Trust to pay Debts, Legacies, &c. the Residue to the Assignee. 504
 And Release of a Moiety of an Estate by one who had sold the same at an under Value, &c. whereby the Sale was in the Opinion of Counsel void, to two Trustees, in Trust to reimburse a weekly Allowance to the Assignor, and the Costs of a Chancery Suit to recover the Premises, the Surplus to the Assignor. 505

Assignments of Exchequer Orders, &c. An Assignment of three Exchequer Orders as a collateral Security for the Payment of Money on Days certain on two Bonds. 510
 Of three Exchequer Orders for securing the Payment of Money on a Day certain, pursuant to a Bond (very short). 511
 Of Tallies for several Sums paid into the Exchequer towards the Purchase of Annuities, pursuant to an Act of Parliament, subject to Forfeiture as mentioned in the Act. 511

Assignments of Executorship. An Assignment of an Executorship by an Executor to the Heir, with proper Covenants, and an Indemnity of the Executor by a Mortgage. 512
 Of an Executorship by an Executor of a Widow, empowering the Assignee to prosecute a Suit, &c. to recover a Sum of Money charged on Copyhold Premises, in Consideration of a Sum paid, the Executor not being able to carry on the same. 515
 Of Executorship and Testator's Effects, pursuant to a Decree, wherein the Assignor is covenanted to be indemnified, and Writings, &c. are delivered up, and a Release given. 515
 Of Executorship to put an End to Suits, &c. 516

Assignments of Extents, &c. An Assignment of Extents to Trustees to protect several purchased Estates from Incumbrances. 518
 Of several Extents, and Inquisitions thereon found by the King's Receiver General, to the

Creditors of one of the Cognisors, on the other Cognisor's paying the whole Money, to keep them on Foot against the former Cognisor, he being absconded. *Page* 519
 By the Sheriff of a Term of Years, taken in Execution by a *Fieri facias*. 520
 Of Lands extended (by an *Elegit*) on a Judgment for 500*l.* Debt (found on an Inquisition taken by the Sheriff, and Possession delivered) to a third Person, wherein the Heir of the Person against whom the Judgment was obtained joined, in order to re-assign on Payment of the Money and other Sums lent him, and secured on the other Lands, &c. 521
 Of Leasehold Premises taken in Execution on an *Elegit* in Part of Satisfaction of a Judgment, and of the Residue of the Money due thereon, and of the Benefit of the Judgment, &c. 522
 Of Lands extended on a Statute and delivered by Writ of *Liberate* to the Assignor, *Habendum* for the whole Term of the Assignor. 523

Assignments of Judgments, &c. Assignment of a Judgment by Deed Poll. 524
 Of a Judgment after a Verdict. 525
 Of a Judgment by Indenture, in Satisfaction of Part of Mortgage-Money, subject to the Proviso in the Mortgage. 525
 Of a Judgment by Confession on a Warrant of Attorney, (which was given for securing an Annuity payable on a Bond) in Trust as a collateral Security for the Re-payment of Mortgage-Money, by the Judgment Creditors (at the Request of the Debtor) in Consideration of his being paid Money by the *Cestuy que Trust*, in full Satisfaction of the Bond and Judgment; which Money is in Part of Money lent the said Judgment Debtor on a Mortgage by the *Cestuy que Trust*, with a Proviso to re-assign on Payment of the Mortgage-Money. 526
 Of a Judgment in a Suit in the Exchequer in a common Bond for Payment of Money, by surviving Executors, on the like Trusts, and for the same Purposes, as in the last Precedent. 528
 Of a Judgment as a further Security on a Transfer of a Mortgage in Fee, and an Assignment of a Bond and a Judgment in Ejectment, and other Debts, &c. to a Trustee, in Trust for a Feme Covert. 529
 Of a Judgment on several Bonds, by the last Assignee of the same, there having been several Assignments with the Consent, &c. of all the Parties, to the surviving Trustees of the deceased Debtor, on their paying the Debt, pursuant to a Decree in Chancery, and a Release of the Debt, Bonds and Judgment, &c. 531
 Of a Judgment in Part, with the Benefit of a Decree, &c. with Power to proceed to obtain a Report on the Decree, &c. 534
 af.

Assignment of a Decree and a Judgment, to protect a Purchaser against mesne Incumbrances, to two Trustees, one of them for the Purchaser, the other for the Assignor. *Page 535*
 Of one Judgment as a collateral Security for Money recovered on another, with a Defeasance to the Assignor, giving him further Time to discharge the Judgment. 538
Assignments of Leases for Lives. An Assignment of a Lease with Covenants. 540
 Another by Indorsement. 542
 Of Leases by Executors with Exceptions. 542
 By one joint Lessee to the other of all his Estate in the Lease. 545
 Of several Leases for Years for the Residue of several Terms therein mentioned. 546
 Of an Indenture of Demise of three several Tenements made to Trustees, in Trust to raise a Daughter's Portion. 549
 Of two several Indentures of Mortgage made by Decree of the High of Chancery. 550
 Of an Assignment of a Lease for Years of Ground to be built upon. 553
 By an Administratrix and a Trustee of two Indentures of Lease granted by the late Queen Dowager. 554
 Of an Indenture of Lease by an Administrator in Trust that the Assignee shall re-assign the same. 557
 Of a Lease by an Indorsement thereon. 558
 Of two Leases, and of an Assignment by way of Mortgage of one of the Leases, in Consideration of finding the Assignor Victuals, &c. 558
 Of a Lease for Years to attend the Inheritance made by an Executrix and her Husband, by Direction of the Vendor, and at the Nomination of the Purchaser. 559
 Of several Under-Leases and Ground-Rents to a Purchaser. 560
 Of a Term to Trustees for several Purchasers of an Estate, the same being sold in Parcels. 563
 Of a Lease from an Administratrix to two intended Copartners (by the Consent of their Friends according to Articles, &c.) 563
 Of a Moiety of a House and Furniture to a Person, in Trust for his Sister (notwithstanding her Coverture) that she and the Assignor may be Copartners in letting Lodgings. 565
 From Administrators of a Crown Lease of three Leasehold Houses. 567
 Of a Term in a Manor, and the Benefit of a Recognisance in Trust, &c. (by Indorsement). 569
 Of a Term made by a surviving Trustee, by Direction of a *Cestuy que Trust*, to a Trustee nominated by the Purchaser of the Estate, in Trust to attend the Inheritance (by Indorsement). 569
 Of the Residue of a Term in a Moiety of an Estate, where Trustees were impowered to sell the same, and an Assignment was made in the Name of both Trustees, and only exe-

cuted by one; and now the other Trustee, at the Request of the said Assignee, assigns and confirms the same to the Assignee of the said Assignee. *Page 570*
 Of the Residue of a Term to attend the Inheritance, by an Administratrix of a surviving Trustee, by the Direction and Appointment of the Vendor to G. H. Earl of L. in Trust for H. Lord T. & al^s. 570
 The Beginning of an Assignment of a Term by an Administratrix, *cum Testamento annexo*. 571
 And Confirmation of a Term to attend the Inheritance, to make good a Defect in a former Assignment, as to witnessing the Execution thereof. 571
 And Confirmation by a Person on coming of Age, pursuant to a Bond given for the doing thereof. 571
 Of a Term to attend the Uses of a Marriage-Settlement. 572
 By a Lessee to a Purchaser, of the Moiety of the Farm which was not purchased, to the Intent that the Purchaser may be in the Possession of the Whole; by Indorsement on the Lease. 573
Assignments of a Lease by way of Mortgage. 574
 In a different Form, by way of Money lent. 574
 Of Terms of Years for securing the Payment of a Sum of Money. 575
 Of Terms of Years in Trust by way of Mortgage. 577
 Of an Indenture of Lease to a Man and his Wife by way of Mortgage. 579
 And further Charge of the same Premises, by an Indorsement thereon, made by the Purchaser of the Equity of Redemption, in Consideration of the Sum lent the Mortgagor, and of more lent to them by the Mortgagee. 581
 Of two Leases by way of Mortgage. 582
 Of a Lease and Demise of a Rectory by way of Mortgage. 582
Assignment of Leases for further Security. An Assignment of a Lease for securing a Debt on a Bond, defeasible on Payment of the Debt at a certain Time, by Indorsement. 583
 Of two Leases as a further Security for 800*l.* and Interest before secured by several Deeds, also of Policies. 584
 Of Policies after the *Habendum*, and before the Proviso for making void. 585
 Of two Leases as a collateral Security for Payment of an Annuity of 30*l.* secured by a Bond of even Date. 585
 From an Executrix of a surviving Trustee in a Settlement of the Residue of a Term of 500 Years, thereby created for raising Portions and Maintenance for younger Children, (the Residue of which Portions are now paid to them by a Mortgagee) to a Trustee for a Mortgagee in Fee, &c. as a collateral Security. 588
 Assign.

Assignments.

The TABLE.

Assignments.

Assignment of the Residue of a Term, by Indorsement on a cancelled Mortgage, as a further Security to protect a Mortgage in Fee. Page 590

Of Leasehold Premises as a further Security for Money recovered by Bail against the Assignor, by a Judgment on a Bond of Indemnity, the Bail being damnified. 591

Assignment of counter Securities. Assignment of two Leases, one in Possession, the other in Reversion, to indemnify an Obligor on Account of his being bound with another for his proper Debt. 593

Assignments of Legacies. An Assignment of one residuary Legatee to another, on dividing their Legacy of mortgaged Premises, which are Part of the said Legacy. By Indorsement on the Mortgage. 594

Of a Legacy from the Legatees to the sole surviving Executor and Trustee, in Consideration of the Money being paid, containing an Authority to raise the same, pursuant to the Will. 595

Of a Legacy for Payment of Monies lent, and for Board, Lodging and Apparel, and for all further Sums to be lent and paid for carrying on and defending a Suit in Chancery, &c. 595

Of a Money Legacy for securing 400 l. and Interest. 596

A collateral Security, whereby several Money Legacies (subject to Mortgages made thereof) are assigned as a further Security upon three Judgments and a Bond, &c. wherein a stated Account and mutual general Releases, &c. subject to a Proviso, &c. to vacate the Judgments, and not to take out any Process thereon in the mean Time. 597

Of a Legacy (depending on the Determination of a Decree in Chancery, which had been assigned to the Assignees of a Commission of Bankruptcy, and by them afterwards assigned in Trust for the Bankrupt, upon Condition, &c.) from a Bankrupt and his Trustee to a Mortgagee, for securing 450 l. and Interest. 600

Assignment of a Library, which (*inter alia*) was before assigned as a Security for Money owing on a Bond and Judgment, by the original Owner, and the Executor of the former Assignee, to a Purchaser. 602

Assignment of the Benefit of Lights, and of a Deed of Covenant, whereby the same is granted by the Landlord of adjacent Houses. By Indorsement on the said Deed. 603

Assignment of Lottery Tickets and Orders, as a Security for Money due on a Bond. 603

Of a Lottery Order by Indorsement. 604

PART II.

Assignments of Money. Assignment or Deed of Gift of 40 l. payable out of a Copyhold Estate after the Death of a Mother. Page 604

Of 1000 l. paid to the Executor of a Mortgagee by a third Person, &c. which is apprehended should be repaid. 605

Of Money due for Freight of a Ship. 606

Of Part in a Sum of Money subscribed for Exchange Bills. 606

Of Monies due upon Account. 607

Of Interest of Money in Satisfaction of a Debt. 607

Of a Mortgage in Fee by Mortgagee, and a Confirmation by Mortgagor in Consideration of a further Sum lent by the second Mortgagee. 608

Assignments of Mortgages. An Assignment of a Mortgage for a Term of Years. 609

Of a Mortgage with a fresh Demise. 610

Of a Mortgage for a Term of Years by way of Indorsement, and of a Bond for Payment of the Mortgage Money, and for Performance of Covenants, with a Letter of Attorney. 612

Of an Assignment (by way of Mortgage) of a Lease to the Assignee of the Equity of Redemption, on Payment of the Mortgage Money. 613

From an Administratrix (of her late Husband, Father and Mother, of a mortgaged Estate made by T. F. Esq; to the Father and Mother above 50 Years since) to a Purchaser thereof. 614

Of a Mortgage Term of Years, in Trust for a Mortgagee in Fee, subject to the Redemption in his Mortgage, on his paying off the Mortgage for Years. By Indorsement. 615

Of absolute and conditional Rents on Leases, as a collateral Security for the Payment of Mortgage Money. 616

Of a Mortgage and Bond from one Administrator of the Mortgagee to the other. 616

Of a Mortgage from a Husband and his Wife, who is one of the Administratrices of her Mother (the Mortgagee) to the other Administratrix, of their Moiety of the Premises. 617

Of a Mortgage by Assignment of 10 l. per Annum, Part of an Annuity of 50 l. per Annum, for securing 50 l. and Interest. 618

Of a Mortgage by Executors of the Assignee of the Mortgagee, and a Release of the Equity of Redemption by the Assignees of the Bankruptcy of the Mortgagor. 619

Of a Mortgage from a Trustee of a Roman Catholick, whereby she and the Mortgagor join, and whereby Interest is made Principal. 621

Of a Term of Years in Trust to attend the Inheritance. 623

Of a Residue of two Mortgage Terms of Years by the Mortgagee, by the Direction of the Mortgagor and Nomination of the Purchasers, to a Trustee to attend the Inheritance. 624

10 G

Assign.

Assignment of the Residue of a Mortgage Term to attend the Inheritance, (demised, and on more Money secured, ratified and confirmed to the Mortgagee, and the Time for Redemption expired) by the Executor and residuary Legatee of the Mortgagee to a Trustee, at the Nomination of the Purchaser of the Estate, to whom the Mortgagor had before conveyed the Inheritance. Page 625

Of the Residue of a Mortgage Term to attend the Inheritance, where the Estate is sold in Parcels, by the Assignee of the Mortgagee, by the Direction of the Mortgagor, to a Trustee nominated by several Purchasers. 626

Of a Mortgage Term to attend the Inheritance, and of a Bond. By Indorsement. 626

Of two several Mortgage Terms to attend the Inheritance, whereof (as to Part of the Premises) to a Trustee for the Purchaser, and (as to other Part of the Premises) to another Trustee, in Trust for the Grantor; with a Ratification from the Grantor to both the Trustees, in Trust for the Purchaser and Vendor of the respective Premises. 627

Of a Term to a Trustee, to prevent a Merger of the Term in the Inheritance, indorsed on the Mortgage. 629

From a Mortgagee of a Term of Years to a Trustee, to prevent a Merger, to the Intent that the Mortgagee may take a Conveyance of the Fee of the Premises. 630

Of a Mortgage Term from a surviving Executor of a Mortgagee, with the Consent of the Executors of the Son of the Mortgagee, to a Purchaser of the Inheritance of the mortgaged Premises. 631

Of a Deed, whereby three Mortgagees assign, surrender up, and release to the Mortgagor two new Messuages, &c. comprised in their three several Mortgages, to the Intent that the Mortgagor might dispose thereof, the other mortgaged Premises being an ample Security. 631

Assignment of Notes. An Assignment of a Note, in Consideration of the Value paid, with a Letter of Attorney and usual Covenants, and a Covenant that if the Drawer should be insolvent, the Assignor shall pay the Money. 633

By the Indorser and Indorsee of a Note of Hand, indorsed in Trust to the Indorsee or Bearer, in Consideration of a Sum of Money paid down, and another Sum secured to be paid. 634

Of a Note to a Creditor in Satisfaction of his Debt; but if more than the Debt is received (the Note being for more) the Surplus to be returned to the Assignor. 634

Assignment of Orphans Stock. 635

Assignment of a Patent for the sole Use of an Invention for 14 Years. 636

Assignment of Pensions. An Assignment of a Pension on the *Irish* Establishment, in Trust for the Payment of Debts. Page 637
Of a Sea Captain's Half-Pay. 638

Assignment of a Pew. 638

Assignments of Policies of Insurance. An Assignment of a Policy of Insurance on Lives. 639
Of Policies of Insurance on Houses. 639
Of Policies of Insurance on Houses, &c. 939
By an Executrix of a Policy of Insurance, by Indorsement thereon made on assigning a Lease. 640

Of ten Policies of Insurance on Houses, &c. particularly describing each Policy. 640

Of several Policies by an Executor, pursuant to an Agreement made on purchasing the Premises, and wherein the Purchase Deed is recited. 640

Of five Policies, with a Proviso for re-assigning them on Payment of Mortgage Money, pursuant to a Proviso in a Mortgage of the Premises of even Date. 641

Of several Policies differently described, with a Proviso to be void on paying the Principal and Interest, pursuant to a Mortgage of a different Date. 642

Of several Policies mentioned in a Schedule by a former Mortgagee, by her Consent, to a second Mortgagee, upon Trust to discharge the Mortgages, &c. with a Covenant from the new Assignor to renew the Policies, &c. 642

Of a Policy of Insurance of a Ship, in Pursuance of an Award. 644

Assignment of a Premium by an Executrix of an Executrix of P. M. and Administratrix of Goods unadministred of P. M. deceased, in Trust for the Benefit of the Parties intituled to Shares. 644

Assignment of the next Presentation to a Benefice, for the Security of Money due upon a Bond. 647

Assignment of Prisoners. Assignment of Prisoners and Writs, whereby Prisoners are charged in Custody by the late Sheriff to the present Sheriff. 648

Assignment of Shares of Prizes taken by a Privateer, with a Covenant from the Assignee to pay the Assignor the Overplus above the Consideration Money. 648

Assignment of Purchases. Assignment of the Benefit of purchased Articles. 649

Articles whereby a Person, reported the best Bidder by a Master, relinquishes and assigns his Interest to another Person, with proper Covenants, &c. 649

Of a yearly Rent for Payment of 260*l.* an Interest, with Directions for the Tenant to attorn attorn

Attornment.

The TABLE.

Awards.

attorn and pay the Rent half-yearly.	Page 651
Assignment of a Sailor's Ticket and Wages.	652
Assignment of Salaries. Assignment of a Salary.	652
Of a Salary or Debt due from the Charitable Corporation.	652
Of a Salary for Security of Money lent on a Bond.	653
Assignment of a Covenant Servant. By Indorsement.	653
Assignment of a Statute of Recognizance as a collateral Security.	654
Assignments of Stocks. Assignment of East-India Stock, for securing of an Annuity for Life, payable thereout.	656
Of South-Sea Stock and Annuities made by the acting Executor by Direction of the residuary Legatee, to a Trustee nominated by her, the Debts and Legacies having been paid, with Power reserved to the Executor to retain 200 l. for his future Indemnity.	658
Assignment of a Trade, and the Benefit of the Service of Apprentices.	659
Assignments of Trusts. An Assignment and Discharge, &c. touching Devises and Trusts in a Will.	660
Of the Moiety of two Trust Terms, in order to sever the Jointenancy of the Trustees.	662
Assignment of a Sailor's Wages due for his Service on board a Merchant-Ship and Ship of War, for Payment of a Debt.	662
Assignments to various Purposes. An Agreement to make an Assignment of a Lease.	172
For the assigning the Remainder of a Term of Years to attend the Fee.	172
To assign a Lease as a collateral Security for a Debt.	173
Articles of to assign and make a good Title to a Leasehold Messuage, (given by Will to Trustees upon several Trusts) upon several Contingencies, &c. and for the Sale of Household Goods.	173
Articles of touching the Assignment of an Assignment of Leasehold Houses, and Sale of Household Goods and Utensils, Stock in Trade, &c.	175
To grant a Lease of a House, Brewhouse, &c. and to assign Stock in Trade, &c.	175
That an Executor shall make an Assignment of the Testator's House and Stock in Trade.	176
Attornment by one Tenant, attested by Witnesses. By Indorsement.	663
Subscribed by several Tenants, and attested.	663
Attested by Witnesses.	664

Attornment declared by Deed Poll.	Page 664
Another by Indenture.	664
An Order for a Tenant to attorn and pay his Rent to a Purchaser.	664
A Direction for Tenant to attorn, as a collateral Security upon a Mortgage.	664
Thereon.	665
By a Tenant to the Agent of a Person, pursuant to an Order for that Purpose.	665
Of Tenants to a Mortgagee by the Direction of the Mortgagor.	665
A Bond to indemnify a Tenant on his Attornment, and paying Rent to a Mortgagee, he having timely Notice, if he should be sued or ejected, &c. that the Mortgagee may defend the same.	806
Awards. Award by two Arbitrators.	666
Pursuant to a Clause in Articles of Agreement for repairing a House, whereby all Differences were agreed to be determined by Arbitration.	667
To End Differences brought into Chancery, and submitted to Arbitration by Agreement, which Agreement on Motion was made an Order of Court.	668
Made by Order of Chancery to be confirmed by a Decree.	669
Upon a Rule of Reference made at the Trial of a Cause.	670
By an Umpire who was nominated in the Bond of Arbitration.	670
The Nomination of an Umpire by two Arbitrators, who would not conclude the Differences to them referred.	670
Of an Umpire chosen by the Arbitrators.	671
An Assignment of a Bond of Arbitration and Money awarded.	417
The common Form of the Condition of a Bond of Arbitration.	752
Where there is an Umpire.	753
When the Award or Umpirage is to be made a Rule of Court.	753
An Arbitration Bond touching a Partition between Jointenants.	753
The Condition of an Arbitration Bond, as to settling the Accounts of Executors.	753
Another from a Part-Owner on Behalf of his Son, Master of a Ship, about Damage of Goods.	754
Another about a Riot.	755
Another concerning two Causes, one in the Arches Court of Canterbury, the other in the Ecclesiastical Court of the Diocese of Hereford.	755
Another between the Master, Owners and Freighters of a Ship.	755
Another from Part-Owners, and one on Behalf of the Master of a Ship, about Damage demanded for the Breach of Charter-party.	755
Another between the Masters of two Ships for themselves, and the rest of the Part-Owners, about a Prize.	756
Awards.	

- Awards.** Another between Part-Owners, and one on Behalf of Sailor's Wages. Page 756
 A Special Condition to stand to Arbitration, from one of the Executors of a Factor, about his Accounts. 756
 Another between two Attornies of Administrators, concerning Differences between the Intestates. 757
 Another between the Assignees in a Commission of Bankruptcy, and the Master of a Ship that belonged to the Bankrupt. 757
 Another from a Surety for a Person in Variance with another, that such Person shall stand to an Award, pursuant to a Bond of Arbitration agreed to be entered into by the Parties at Variance. 757

- BAIL.** An Assignment of Leasehold Premises as a further Security for Money recovered by Bail against the Assignor, by a Judgment on a Bond of Indemnity, the Bail being damnified. 591
 To one bound for the Obligor in a Bail-Bond upon a *Cepi Corpus*. 796
 A Bond to indemnify on Account of being Bail to an Outlawry. 796
 To indemnify on Account of being Bail to a Writ of Error. 797
 To indemnify on being Bail to the Action, and also on a Writ of Error after Judgment. 797
 To indemnify a Person on his becoming Bail to an Action in the *Poultry Compter, London*. 798
 To indemnify against a Recognisance in Chancery. 798

- Bail-Bonds.** An Assignment of a Bail-Bond. 417
 Of a Bail-Bond, and two Judgments thereon recovered, in Trust for one of the Obligors in the same Bond, who paid the Money due on the original Action. 424
 A Bail-Bond. 702, 771

- Bankrupts.** An Agreement between two Assignees of a Commission of Bankruptcy, to bear the Expences of several Suits *pro et con*. in Proportion to their respective Debts. 288
 An Assignment by the Assignee under a Commission of Bankruptcy (by the Consent and Direction of the rest of the Creditors) of the Bankrupt's Effects, to one of the Creditors, who (by Agreement) advances 8*s*. in the Pound, which the other Creditors agree to accept. 478
 Of a Debt due from a Bankrupt, which Debt is proved before the Commissioners, but not yet received, with a Letter of Attorney and proper Covenants. 485
 From the Assignees of a Bankrupt's Estate, to a Mortgagee of the Bankrupt, of the Equity

- of Redemption of two several Leasehold Houses; the Principal and Interest due on the Mortgage being more than the Purchaser would give. Page 493
 Of the Equity of Redemption of several Leasehold Premises from the Assignees of a Bankrupt's Estate to the Administrator of the Mortgagee; the Mortgage Money and Interest (Ground Rent being in Arrear, and Houses unfinished) being more than they were worth. 495
 From the Assignees of a Bankrupt's Estate to the first Mortgagee, of the Equity of Redemption of several Leasehold Messuages, &c. there being a second Mortgagee, who is foreclosed by a Decree in Chancery, to prevent the Expence of the first Mortgagee's foreclosing. 497
 A Bargain and Sale of a Bankrupt's Personal Estate from the Commissioners to the Assignees. 695
 Of a Bankrupt's Real Estate from the Commissioners to the Assignees. 698
 Recital of the Commissioners finding the Bankrupt seized of Real Estates, &c. which they caused to be appraised, &c. 699
 The Parcels described, with References to the above Recital. 699
 Covenant that the Assignee will get into Possession and sell the Premises. 699
 A special Recital of an Assignment of a Bankrupt's Estate, wherein a former Assignee had not acted, and an Assignment of a Bankrupt's Effects to a Creditor who had taken upon him to act. 700
 A Bond to the Lord Chancellor on issuing a Commission of Bankruptcy. 703
 To indemnify the Trustees of a Bankrupt on their paying a Creditor his Share of the Dividend. 808
 To indemnify and repay a Sum of Money paid by an Administrator to a Creditor in Case of Bankruptcy. 813

- Bargain and Sale of Lands.** 671
 An Indenture of Bargain and Sale, with good Covenants. 671
 By the Mother who hath a Freehold therein for her Life, &c. 674
 To make a Tenant in order to suffer a common Recovery with double Voucher, for the Use of the Creditors of a Bankrupt. 676
 To make a Tenant to the *Præcipe* in order to the suffering a common Recovery. 677
 A Deed inrolled for suffering a Recovery to make good a Defect in the Title on Account of the Trustees not joining. 678
 A Deed to suffer a Recovery in the County Palatine of *Chester*. 679
 A Bargain and Sale of an Advowson. 680
 Of a Rectory, &c. for the Consideration in a Release of the Premises of equal Date, declaring the Uses of a Fine (mentioned in the Release)

Release) to the Bargainee in Fee. To be inrolled in Chancery.	Page 680
Of Messuages, &c. in Consideration of Money paid into Chancery, and other Considerations in a Release of equal Date, to a Purchaser and his Trustee, with Covenants to levy a Fine, declaring the Uses thereof to the Bargainee in Fee, in Trust for the Purchaser only. To be inrolled in Chancery.	680
An absolute Conveyance from a Roman Catholic, (by Bargain and Sale inrolled, and Fine) and by their Trustee for securing to a Mortgagee 300 l. and Interest.	681
A Bargain and Sale as a further Assurance, pursuant to a Covenant in a former Deed.	683
A Bill of Sale of Rent-charge, payable out of a Manor, &c. by a Mother to her Son, who is intitled to the Manor to prevent a Forfeiture.	686
A Bargain and Sale (to be inrolled) of an undivided Fourth of a Plantation in <i>Nevis</i> , also an Assignment of a fourth Part of Negroes and Stock, &c.	686
Of Timber, &c. to Trustees for Payment of several Mortgages.	687
Bargain and Sale of Bankrupts Estates. A Bargain and Sale of a Bankrupt's Personal Estate from the Commissioners to the Assignees.	695
Of a Bankrupt's Real Estate from the Commissioners to the Assignees.	698
Recital of the Commissioners finding the Bankrupt seised of Real Estates, &c. which they caused to be appraised.	699
The Parcels described, with References to the above Recital.	699
Covenant that the Assignee will get into Possession and sell the Premises.	699
A special Recital of an Assignment of a Bankrupt's Estate, wherein a former Assignee had not acted, and an Assignment of a Bankrupt's Effects to a Creditor, who had taken upon him to act.	700
Baron and Feme. An Agreement for the Sale of a Moiety of Freehold Lands by a Husband and Wife, and her Son by a former Husband.	122
An Agreement by a Husband for himself and his Wife to sell her Freehold Estates when she shall be 25 Years old, (at which Age she is intitled to the Possession) at such Rates as they shall be appraised at.	122
An Agreement for the Purchase of Freehold and Copphold Lands to be conveyed by a Man and his Wife, and her Trustees.	134
An Agreement for a Baron and Feme to make a Conveyance of the Feme's Estate for her Life, &c.	150
An Appointment by a Feme Covert of a Freehold Estate to her Husband for his Life, to take Effect immediately after her Decease.	337

Baron and Feme. An Appointment by a Wife to her Husband of an Annuity chargeable on his Estate, &c. and a Release of the Arrears, &c. thereof, and an Appointment of an Estate of Inheritance to the Use of him, his Heirs and Assigns for ever.	Page 337
An Appointment by a Wife to the Heir and Executor of a Trustee, in Trust, after her Decease, to the Use of her Husband, (whom she married by Consent pursuant to her Mother's Will) of Land, and <i>South-Sea</i> Stock and Annuities.	338
A Wife's Deed of Appointment or Will according to the Power to her reserved by Settlement, (notwithstanding her now Coverture) whereby she disposes several particular Legacies and Annuities, and makes her Husband sole Executor.	339
An Appointment by a Wife to her Husband of her Personal Estate, subject after her Death to the Will of <i>P. G.</i> as to a Moiety thereof.	340
An Appointment by an intended Wife, that Trustees shall stand seised of Premises mortgaged in Fee, in Trust for her Husband.	340
An Appointment from a Wife to a Trustee, for her Husband's Use, of a Moiety of a Reversion of a Copyhold Estate, after the Death of her Sister, the other Coheirs.	341
An Appointment by a Husband and Wife of her Estate of Inheritance, <i>Habendum</i> after the Death of the Survivor to the Use of the Heirs and Assigns of the Wife, pursuant to a Power reserved in a Conveyance by Deed and Fine.	342
An Appointment by Husband and Wife, by Virtue of a Deed and Recovery of Lands to such Uses as they shall appoint, to the Husband for Life; Remainder to the Wife's Heirs in Fee, with a Power for the Husband to charge a Sum of Money by Will to be raised after her Death.	342
An Appointment by a Wife of Lands to her second Husband and self, and their Heirs and Assigns for ever, pursuant to a Power reserved in a Settlement made on her first Marriage.	343
An Appointment by a Feme Covert to Trustees of mortgaged Money received, to be laid out in a new Mortgage, to the Uses in Marriage Articles.	362
An Appointment by a Feme Covert of a Receiver of Rents.	362
An Assignment of an <i>East-India</i> Bond by a Feme Covert (by the Consent of her intended Husband) to Trustees for her Use, notwithstanding her Coverture.	412
A Bond from an intended Husband to one of the Trustees named in the Marriage Settlement, to permit him to retain in his Hands the intended Wife's Fortune until the Settlement is perfected, notwithstanding they should be married before.	783

Baron and Feme. To pay Part of a Marriage Portion, retained till a Mortgage be cleared off the Premises, which were settled for a Jointure.

Page 784

From the Father to the Son's Trustees on Marriage, that he will pay the Interest of a Mortgage on Lands settled on him for Life. 784

To permit an intended Wife to enjoy her own Personal Estate, and to buy and sell Goods, &c. for her Use, &c. 785

From an intended Husband to the Trustees of his intended Wife to pay them a Sum of Money, to be applied to her Support and Maintenance in case of Necessities by Losses in Trade, &c. 785

For an intended Husband to pay Money on several Contingencies. 786

That the Heirs, &c. of the intended Husband shall pay the intended Wife a Sum of Money within — Months after the Husband's Decease, if she survives him. 786

Where the Money is either to be paid to the intended Wife, or to her Trustees for her Use. 786

Where the Money is to be paid to Trustees upon several Trusts. 787

To pay a Sum of Money to an intended Wife, or to let her take her Thirds. 787

From an intended Husband to leave his Wife a certain Sum of Money in case she survives him. 788

To leave the Wife all his Estate. 789

From an intended Husband to leave his intended Wife a certain Sum of Money at his Decease, if he leaves no Children, over and above other Provision made for her; and if he leaves Children, then a lesser Sum to the Wife, and another Sum to the Children. 788

From a Husband to leave two Thirds of his Estate to his Wife, if she survives him, and he leaves no Children; and if he leaves Children, then only one Third, and the Rest amongst his Children; and if the Wife dies in the Husband's Life-time, leaving Children, then two Thirds to such Children. 789

From a Husband to leave his Wife a Sum of Money at his Decease, to be at her own Disposal, and to leave another Sum to be put out for her to have the Interest during her Life, and for her to have the Use of Household Furniture during her Life. 790

For Re-payment of a Sum of Money paid to a Husband on Marriage as Part of his Wife's Portion, (the other Part being settled to Uses) which Sum is to be repaid by the Executors of the Husband after his Death, and is to be applied to Uses, &c. 791

For a Husband to leave Money at his Death for the Wife's Use, (exclusive of her Jointure) with several Provisions in case of Children, &c. 791

That the Obligor shall suffer his Wife to make a Will. 793

Baron and Feme. From the intended Husband to a Trustee of the intended Wife, whereby she is impowered to keep and dispose by Deed or Will of Part of her Fortune to separate Uses, notwithstanding her intended Coverture. Page 794

For the intended Husband to permit his intended Wife, if she survives, to have her Widow's Share of his Estate, according to the antient Custom of *London*, notwithstanding the Statute concerning such Custom. 794

Bastards. A Bond to discharge a Parish of a Bastard Child, given to the Churchwardens and Overseers of the Poor before the Child is born. 775

To take Care of the Mother in her Lying-in and of the Child, and to indemnify the Parish. 775

To indemnify a Parish from a Bastard born, and when required to appear before the Justices to declare how it is provided for, &c. 776

To indemnify a Parish from a Child, where the Mother pretends to have a Husband, but will not tell who he is. 776

To indemnify the reputed Father of a Bastard Child. 776

For the future Maintenance of a Bastard Child. 777

From an Heir at Law to an Executor to pay a Sum of Money to the Executor by him disbursed, in case a Bastard Child shall die before Age, and the Heir at Law become intitled to the Premises. 778

To one bound for the Obligor in a Bond to indemnify the Parish from a Bastard Child. 796

Bills of Exchange. A Bond from two Merchants at *N.* to repay one in *L.* what foreign Bills of Exchange he should pay for them in *L.* with Interest, and they to pay what Bills he should draw on them at *N.* 724

From two Merchants to pay Bills of Exchange, which two Factors shall draw on them to the Value of, &c. being for certain Parcels of Goods by them laden on board several Ships, by their Order and for their Use. 725

To pay back Money, (paid on a Bill of Exchange) if no Advice from the Person that drew it within a certain Time. 725

To pay the Money mentioned in a Bill, if not paid by the Drawer. 725

To pay Money, if Bills of Exchange for the same, and sent to *Lisbon*, shall come back protested. 726

To indemnify a Person that paid a Bill of Exchange for the Honour of him to whom it was made payable, but afterwards became a Bankrupt, &c. 807

To indemnify two Bankers, who agreed to pay and receive the Cash of two Merchants upon Bills of Exchange, &c. and to account every

Bonds.

The T A B L E.

Bonds.

every three Months and pay the Balance.	Page 807	Conditions of Bonds for the Payment and Re-payment of Money.	Page 703
A Bill Penal, an Assignment of.	403	Bond for Payment of Money at one Time.	703
Bills. A Bill Penal for the Payment of Money.	701	To pay Money at different Times.	704
Without a Penalty.	701	To pay Money quarterly till the Whole is paid.	704
Of Credit.	701	To pay Money by half-yearly Payments till the Whole is paid.	704
Bills of Sale. An Assignment of a Bill of Sale of Goods annexed.	401	To pay Money yearly till the whole Demand be satisfied.	704
An Assignment of a conditional Bill of Sale of Goods, and a Bond for Security of Money lent.	401	The Condition of a Bond (with a Duplicate) to pay Money.	704
An Assignment of a Bill of Sale of Part of a Ship.	402	To pay Money according to a Mortgage.	704
Another Assignment of a Bill of Sale of a Ship.	402	For securing a further Sum lent on a Mortgage.	705
Of Goods and Chattels.	689	From a Mortgagor to two Mortgagees on their discharging the Mortgage, on receiving only Part of the Mortgage Money for the Payment of the Residue to the Uses in a Deed declared.	705
Of Goods conditional in Nature of a Mortgage.	690	From A. a Mortgagor, and B. his Friend, to pay Principal and Interest Monies to a Mortgagee, and also for the Mortgagee's Performance of Covenants.	706
Of Household Goods in a Schedule, for the Consideration expressed in a Release of the Inheritance of the Premises where the Goods remain.	691	For Payment of Money in a Mortgage by Surrender of Copyhold Lands.	706
Of a Moiety of Goods on board a Ship, the other Moiety being Salvage, the Ship having been taken by the French, and retaken.	691	To pay Money according to a Proviso in a Deed, and here recited, whereby a Term created on Payment is to cease, or otherwise is to attend the Inheritance.	707
Of the eighth Part of a Ship.	692	For Payment of an Annuity.	707
Of Goods and Chattels to save harmless from Bonds.	692	To pay an Annuity during the Life of the Obligee.	707
Of Goods distrained for Rent.	692	A Condition to pay an Annuity, which is the same as mentioned in and secured by a Deed Poll of equal Date, and indorsed on the Back of another Deed, and to pay and keep the Covenants, &c. in a Deed Poll.	707
A conditional Bill of Sale of Goods seized by a Landlord for Rent, for securing Rent due and to be due next Quarter-Day.	693	Of an Annuity to be paid by two several Persons, which is declared to be the same as granted by Deed of the same Date.	708
A Bargain and Sale of an Annuity.	694	To pay five Guineas a Year during the joint Lives of two Persons.	708
An absolute Bargain and Sale of Goods and Stock, in Consideration of Maintenance, &c.	694	To pay the Interest of a Sum of Money annually to a Person during her Life, and the Principal after her Decease amongst her Children.	708
A Bill of Sale of Goods, as a collateral Security for Money due on a Bond of even Date.	695	To pay an Annuity before charged on Lands sold, with the Consent of the Annuitant, by half-yearly Payments.	708
Bonds. An Obligation from one to one, with a Condition for Payment of Money on a Day certain.	701	For Payment of an Annuity for Life to a Servant till she married, and after her Marriage to a Trustee for her separate Use.	709
An Obligation from two to one, for Payment of Money on Demand.	702	To pay an annual Sum, &c. as a Reward for faithful Services.	709
An Obligation from one to two, with Condition for Payment of Money at two several Days.	702	To G. L. another Servant.	710
From two to two.	702	For Security of an Annuity, in Pursuance of an Article, by a third Person, for the absolute Sale of a mortgaged Estate, wherein the Annuitant had a Jointure Estate for Life.	710
To a Churchwarden and Overseer of the Poor.	702	To pay a certain Sum at a certain Time, according to the Direction of a Will.	711
Of a Bail-Bond to a Sheriff.	702		
To the Lord Chancellor on issuing a Commission of Bankruptcy.	703		
From several Persons severally for several Sums.	703		
From the Company for the Discovery of new Trades.	703		
To an Executrix and her Husband.	703		
To the East-India Company.	703		

Bonds

Bond from a Trustee to pay an Annuity for Life by quarterly Payments, pursuant to the Direction of a Will. *Page 711*
 By a Trustee to pay a Legacy on his Receipt thereof to a Woman, if living, and if dead to be divided amongst her Children. 711
 From a Trustee to pay Money weekly to a Woman during her Life, whether Covert or Discovert, pursuant to a Will. 712
 To pay Money within a Time limited after the Reversal of a Decree, or else to procure the Person to whom the Estate is conveyed to secure the Money. 712
 To pay Money, with a conditional Demise under it. 712
 To pay Money at the Day of Marriage or Day of Death. 713
 To pay Money at a certain Time, and in the mean Time to pay at the Rate of, &c. Interest for the first Year, and at the Rate of, &c. for every Year afterwards, by half-yearly Payments, till the Principal becomes due. 713
 From a Widow to pay the Trustees of her Daughter Money, put out pursuant to a Decree in Chancery. 713
 From the Assignor of a Bond for Payment of Money, to pay the Assignee the Money if the Obligor in the said Bond does not. 713
 From a Daughter to pay the Principal Money (Interest being paid) in a Bond from her deceased Mother, and another Obligor, in case the said Obligor does not pay the same. 714
 To pay (or make good) Money lent upon an Assignment of a Bond of Bottomry, and a Bill of Sale in case the Money is not paid by the Obligor and Bargainor in the said Bond and Bill of Sale. 714
 To pay with Interest owing on Account. 714
 To pay a Sum of Money lent on executing a Lease, and another Sum for Cattle delivered, or to leave so much Stock of Cattle upon Land, sufficient to satisfy Money lent, and Cattle delivered at the Expiration of the Lease. 715
 To repay the Consideration Money in an Assignment of a Stall or Standing in a Market, if the Assignee be molested or turned out thereof. 715
 To pay Rent for a Shop let for a Year certain, (and — Warning to be given) and to indemnify the Landlord from a former Tenant, and to deliver up Things at the End of the Term. 715
 From a Lessee and his Friend (as Surety) to pay Rent according to the Lease. 716
 To pay back Purchase Money for Land conveyed, if the Bargainor's Wife shall die before a Fine be perfected. 716
 That if Money paid and mentioned to be allowed in Part of Purchase Money, or any Item thereof, shall be deemed unreasonable, Part being paid, and Part detained in the Hands of the Purchaser, the Money detained shall

be applied in Satisfaction, and if not sufficient, the Deficiency shall be supplied out of the Money paid, which the Obligor is to repay. *Page 716*
 From J. D. to E. G. two Purchasers, to permit E. G. to receive the Rent of J. D.'s Moiety, and to keep the original Lease as a Security for J. D.'s Moiety of the Purchase Money, and Charges, which E. G. paid for him till the same is by such Receipts of Rents discharged, or till the said J. D. has otherwise paid the same. 718
 To pay off Purchase Money retained in the Purchaser's Hand, and Interest, &c. 718
 To pay Money or re-deliver Lottery Tickets borrowed. 719
 From the Churchwardens of a Parish to pay a Sum of Money, with Interest borrowed, by Order of the Vestry. 719
 From the Obligor to repay Money given for his Place, if the Obligee be not admitted into it. 719
 From a Master to return Part of the Money received with an Apprentice, if he dies before he returns from a Voyage. 720
 From a Master to the Father of an Apprentice, that he will return Part of the Money given, if the Apprentice dies before the Expiration of half of the Term. 720
 To return several Parts of the Monies, if the Apprentice dies within the first, second or third Year of his Apprenticeship. 720
 From a Person (impowered by Creditors to receive Debts assigned) to pay the Debtor a Sum of Money, and also a Salary out of his Debts; the Debtor accepting this Person's Bond for it, instead of two of the Creditors who had covenanted that it should be done upon the Debtor's assigning his Goods, Debts, &c. to his Creditors. 721
 Given as a collateral Security. 721
 From a Husband to apply the Money arising by Sale of an Estate, (after Payment of 14*l.* to the Obligee) for the Benefit of the Wife and her Issue, if she survive. 722
 From four Persons to a Purchaser touching Payment of 200*l.* Trust Monies, (being Part of Purchase Monies) according to the Trusts thereof, &c. and for indemnifying the Purchaser therefrom, &c. 722
 For Creditors to pay back a proportionable Part of what they received, in case any more Debts appear chargeable upon the Premises. 723
 The Condition of a Bond to pay the Mortgage Money due on the Premises. 724
 From the Company for the Discovery of new Trades, to pay a Sum of Money, &c. 724
 From two Merchants at N. to repay one in L. what foreign Bills of Exchange he shall pay for them in L. with Interest, and they to pay what Bills he shall draw on them at N. 724
 From two Merchants to pay Bills of Exchange, which two Factors shall draw on them, to the Value

Value of ———, being for certain Parcels of Goods by them laden on board several Ships, by their Order, for their Use. *Page 725*
 To pay back Money (paid on a Bill of Exchange) with Interest, if no Advice from the Person that drew it, within a certain Time. *725*
 To pay the Money mentioned in a Note or Bill, if it is not paid by the Drawer. *725*
 A Condition to pay Money, if Bills of Exchange given for the same, and sent to *Lisbon*, shall come back protested. *726*
 From the Drawer of a Note of Hand, and the Person to whom payable, and an Indorser or an Indorsee, to pay the Money mentioned in the Note, and Interest. *726*
 From two Persons who had given their separate Notes to a Tradesman for Goods sold to them severally, for securing the Payment of each other's Notes. *726*
 To one who had laid out Money in buying Goods for the Obligors, each having paid Part of the Money and given Notes for the Residue. *727*
 From a Merchant to pay what Money shall be advanced on a Letter of Credit. *727*
 The Condition of an Obligation to pay 200*l.* on Receipt of 5000 Guilders lodged in the Wees-Chamber or Hospital of *Rotterdam* in *Holland*, and Interest for the said 200*l.* as often and in Proportion to what the Obligor receives for the 5000 Guilders till paid. *728*
 Another to warrant the Guilders to be in such Chamber. *728*
 To pay the Money mentioned in a Navy Bill, if it be not duly paid according to the Rules of the Navy. *728*
 To pay less Freight than agreed for by a Charter-party. *729*
 From the Master of a Ship to the Owners, to pay them Money due for Freight as soon as he has recovered the same. *729*
 To pay Money for Goods sold, and for Freight and Insurance, upon their Arrival at *H.* and to bear all Risque afterwards. *729*
 To pay a Sum of Money to a Person if he helps him to a Purchaser. *730*
 From a Master of a Ship to pay the Value of what Goods shall be proved to be imbeziled on board the Ship. *730*
 From a Master of a Ship to repay the Money paid him for Part of a Ship, with Interest, &c. at her Return from the Transport Service; the Person from whom it was assigned re-assigning the same. *730*
 To pay a Sum of Money (had and received) towards the Relief of Captives abroad, and to procure their Receipts for the same. *731*
 To pay such Sums of Money (not exceeding a certain Sum) to a Person, as he shall disburse to procure a Captive Slave's Liberty, if his Liberty be obtained in a limited Time. *731*

Bond that if a Person follows a Trade within a certain Parish, he shall pay a certain Sum, *Page 731*

Bonds for peaceable Enjoyment, &c. Bond for peaceable Enjoyment of Copyhold Premises free, &c. and for further Assurance, &c. *732*
 From a Husband that a Purchaser shall peaceably enjoy without any Let, &c. by Reason of his Wife's Dower, &c. *732*
 From one who sold Part of a Ship on Behalf of the Master, that the Purchaser shall peaceably enjoy, and that the Master shall make further Assurance within a certain Time. *732*
 For peaceable Enjoyment of Part of a Ship. *733*
 The like of a Ship taken by the *French*, and by them sold to a Merchant, and by him to another. *733*
 The like from one who sells Part of a Ship by Virtue of a Letter of Attorney. *733*
 The like from several Part-Owners. *734*

Bond to produce Deeds. Bond to produce a lost Title Deed when found, and if not found, then to indemnify a Purchaser, &c. *734*

Bonds to execute Writings. Bond to convey an Estate at a Time to come free from Incumbrances, and in the mean Time the Obligees to receive the Profits. *735*
 To execute an Assignment. *735*
 To seal and deliver the Counterpart of a Deed. *735*
 From a Person as Surety for a Lessee, who is beyond Sea, that as soon as he returns he shall execute a Counterpart of a Lease granted in his Absence, and that in the mean Time the Surety shall pay the Rent and perform the Covenants. *Page 735*
 From a Tenant, that on a Rector's procuring the Consent, &c. of the Bishop of *London* and the Drapers Company, to grant him a Lease of a Messuage, &c. he shall pay a Fine and Charges, and seal a Counterpart. *736*
 For the Father to give by Deed or Will to his youngest Son a third Part of his Estate at his Death. *736*
 From several Persons on their conveying Lands to a Purchaser, that a Minor (interested) when he attains his Age, or if he dies before his Age, and without Issue, that one of the Obligors in particular (who has the Reversion) shall execute such Conveyance for the Confirmation thereof to the Obligees as he, &c. shall devise. *737*
 To execute an Assignment of a Lease. *737*
 For a Mortgagor to renew a Lease mortgaged, and to assign it for Security. *738*
 To procure an Infant to seal a Deed when of Age. *738*
 To procure an Heir at Law to convey when of Age, and for quiet Enjoyment, &c. *739*
 From three Persons to procure another Person, when of Age, to execute an Assignment to a fifth

fifth Person, and in case of the Infant's Death to make further Assignment, &c. Page 739
 To assign over a Patent when passed under the Great Seal. 740
 To deliver and re-assign a Tally at a certain Time. 741
 From an Owner of Part of a Ship, that an Owner of another Part of a Ship shall execute a Bill of Sale thereof, the Owners of all the other Parts having executed the same. 741
 To surrender, and after Surrender quietly enjoy a Copyhold Estate, and to be indemnified from Dower and other Incumbrances. 742
 To surrender Copyhold Lands, and for peaceable Enjoyment in the mean Time. 742
 To transfer Stock according to the Direction of a Feme Covert, and to pay her the Dividends. 743
 To transfer *South Sea* Stock, and pay the Dividends in the mean Time. 743
 To transfer back *East-India* Stock lent, and pay the Interest and Charges. 743
 The Condition of a Bond from the petitioning Creditors of an intended Bankrupt to the Lord Chancellor, in order to issue forth a Commission of Bankruptcy. 744
Bonds to perform Covenants. 744
 Bond, the common Form. 744
 To perform the Covenants in a Lease agreed to be executed, and lay out Money (allowed) in Repairs. 744
 To pay Mortgage Money, and to perform the Covenants in a Mortgage. 745
 To pay Money mentioned in a Defeasance, and perform the Covenants therein, and in an Assignment or other Deed. 745
 From a Master to perform Covenants in Indentures, upon putting out a poor Child an Apprentice. 745
Bond to insure Houses from Loss by Fire. 746
Bond to deliver Goods. Bond to deliver a Watch, or pay the Value thereof, and the Charges of a Suit commenced for it, 746
Bond to observe By-Laws. Bond on letting of a Coach-Licence. 746
Bond to deliver up Possession. Bond to deliver up a Mill, with the Utensils, &c. at the Determination of a Lease, in as good Repair and Condition as the same were when let, reasonable Use, &c. excepted. 747
 To leave the Goods, &c. in a House which are mentioned in a Schedule annexed to a Lease at the Expiration of the Term, pursuant to a Covenant in the Lease. 747
 That the Master of a Ship shall deliver up the same to the Owners on Demand. Given on employing the Master. 747

Bonds. Another to deliver up a Ship, and to pay Part of the Profits of the Master's Privilege and Caploggen at the End of the Voyage. Page 748
 For a Master of a Ship to follow Orders, and deliver up a Ship, and give an Account of the Freight, and Monies received and paid. 748
 From a Master of a Ship that undertakes for himself and Supercargo, a Minor, to follow Orders annexed, and to send up an Inventory; to carry no Goods out; to claim no Privilege but what is expressed; to keep an Account of the Sale of the Cargo and a Journal of the Voyage, and to deliver up the Ship. 748
 From a Chief Mate to do the same Things if the Master dies. 749
 From a Chief Mate of a Ship let by Charter-party to perform Covenants, follow Orders, give up an Account and deliver up the Ship, and likewise for a second Mate. 750
Bonds to procure Things to be done. Bond to procure an Apprentice's Freedom. 750
 From a Master of a Ship to procure the Discharge of one sold at —, or to procure a Certificate from a Justice of Peace of the Reasons why he will not return to *England*. 750
 To procure Certificates of a Person's Life quarterly, made upon Assignment of an Annuity issuing out of the Duty of Excise. 751
Bonds concerning Composition. Bond from a Debtor to pay Money according to a Composition with his Creditors on a Day certain, or in Default thereof to pay the whole Debt. 751
 From a Debtor to a Son of the Creditor, that if two Persons, Relations, do not agree to a Composition agreed on between the Debtor and Son, and shall recover against the Son, such Creditor shall pay as much recovered as far as the Money remitted amounts to. 752
Bonds concerning Arbitration. The common Form of a Condition of a Bond of Arbitration. 752
 Where there is to be an Umpire. 753
 When the Award or Umpirage is to be made a Rule of Court. 753
 An Arbitration Bond touching a Partition between Jointenants, &c. 753
 A Condition of an Arbitration Bond as to settling the Accounts of Executors; Obligation to be from *E. Executor of B. to D. Widow of A. and to A. the Son of A. and D. in 2000 l.* 753
 Another from a Part-Owner on the Behalf of his Son, Master of a Ship, about Damage of Goods. 754
 About a Riot. 755

Bonds. Concerning two Causes, one in the Arches Court of *Canterbury*, the other in the Ecclesiastical Court of the Diocese of *Hereford*.

Page 755

Between the Master, Owners and Freighters of a Ship. 755

From Part-Owners and one on the Behalf of the Master of a Ship, about Damage demanded for the Breach of a Charter-party. 755

Between the Masters of two Ships for themselves and the rest of the Part-Owners, about a Prize. 756

Between Part-Owners and one on the Behalf of Sailors Wages. 756

A special Condition to stand to Arbitration from one of the Executors of a Factor, about his Accounts. 756

Between two Attornies of Administrators concerning Differences between the Intestates. 757

Between the Assignees of a Commission of Bankruptcy, and the Master of a Ship that belonged to the Bankrupt. 757

From a Surety for a Person in Variance with another, that such Person shall stand to an Award, pursuant to a Bond of Arbitration agreed to be entered into by the Parties at Variance. 757

Bonds concerning Apprentices, Clerks, &c. That an Apprentice shall serve pursuant to his Indentures. 758

From a Father, that his Son, an Apprentice turned over, shall serve till of Age, and that then he shall sign a sufficient Writing, whereby he shall oblige himself to serve the Residue of the Term mentioned in his Indentures. 758

To make Satisfaction for what an Apprentice shall imbezil, &c. 758

That an Apprentice shall account, and that Satisfaction shall be made for what he imbezils. 759

Where the Bond is made after the Indenture. 759

When the Apprentice's Friends are to find his Apparel. 759

From a Father, that his Son, an Apprentice, who has eloped from his Master and imbezilled his Goods, shall serve the Residue of his Apprenticeship, and make good the lost Time, and all Goods imbezilled, &c. 759

From a Master, that in Consideration of Money paid him he shall take an Apprentice and teach him his Trade during three Years, and that the Apprentice may leave him at the Expiration of that Term. 760

From a Master that an Apprentice may leave him at the End of the first four Years and trade for himself, and to protect him and make him free. 760

Between the Master and the Apprentice's Father about Day-Wages. 761

From a Mother (on assigning over her Son, an Apprentice, to another Master) that the Son shall serve the Master one Year, over and above the Term in his Indentures, or in Lieu

thereof, she shall pay the Master a certain Sum at the Master's Election; and that she shall find her Son Cloaths, and indemnify the Master from Charges of Sicknefs or Burial.

Page 761

For the Truth of any Servant. 761

That a Servant in a Publick House shall diligently serve, pay to his Master or Mistress the Monies by him received, and shall not elope, &c. 762

For the Truth of a Banker's Servant, a Journeyman to a Tradesman, a Clerk to a Tradesman, &c. or a Merchant's Book-keeper. 762

From a Father and Son to a Merchant, for the Fidelity, &c. of the Son being in the Capacity of a Clerk. 763

From a Father to a Son to pay him 100*l.* for Agency or Factorage. 763

From one bound on Behalf of a Factor abroad; that he shall be accountable for all the Goods, &c. consigned to him, and make Remittances according to Instructions. 764

Another that a Factor shall dispose of Goods consigned to him to the best Advantage, and return Effects according to Order. 764

From an Agent or Manager of the Works of a Colliery (to the Committee) to perform Orders, (of a Writing signed by the Committee) to give an Account of all Monies received and paid, and pay the Balance, and deliver up all Books, Writings, &c. which shall have come to his Hands to the said Committee. 764

To go abroad and enter into Service there, or to repay what is advanced on that Account. 765

To serve as a Mariner, and allow a Month's Pay advanced out of his Wages. 765

From a Surgeon of a Ship, and of his Surety to return a Month's Pay advanced, if the Surgeon does not proceed on the Voyage. 766

That the Obligor shall go abroad and enter into the Service of the Obligee, &c. pursuant to an Agreement, and permit the Obligee, &c. to deduct Money advanced out of his Salary. 766

Where the Obligee shall repay the Money advanced, if he does not go abroad and serve, &c. 766

From an Agent for raising Soldiers for the *East-India* Company to the said Company, that he will account for the Money advanced to him for such Use. 767

For the Fidelity of the Deputy of the Receiver General of a County. 767

From an Under-Sheriff to the High-Sheriff. 767

For the Execution of a Gaolership. 768

To the Sheriffs of *London* on a Person's being made a Serjeant at Mace. 769

Given on being chosen Treasurer of the New River Company. 769

A Condition that a Churchwarden shall account. 770

A Condition that a Rent-gatherer shall render a just Account. 770

Bonds

Bonds concerning Proceeding in Courts. The Condition of a Bail-Bond in *B. R.* Page 771

For the forthcoming of a Person in fifteen Days after his Discharge out of the *Poultry Compter*, or to pay Part of the Debts within the Time. 771

To justify Actions, &c. commenced, &c. by Letter of Attorney. 771

A Condition to pay proportionable Shares of the Charges of a Suit concerning a Common. 772

Bonds concerning Letters of Attorney. From a Person impowered by Letter of Attorney to receive Debts, to the Person that impowered him, that he will not compound or abate any of the Debts owing by two Persons excepted against in the Letter of Attorney. 772

Bonds concerning Maintenance. For a Father to find his Son, an Apprentice, with Cloaths, and to make good Imbezilments. 773

For a Father to find his Son, an Apprentice to a Master of a Ship, Cloaths during his Apprenticeship, and to keep him with Victuals, &c. (on his Master's Request) when in *England*. 773

For finding Apparel for an Apprentice, or paying Money in Lieu thereof. 774

A Condition to keep a Person during Life. 774

From two Persons, as Security, that a Grandmother in Consideration of a Sum of Money, &c. shall bring up and educate two of her Grandchildren. 774

Bonds concerning poor Children. To indemnify the Parish for seven Years on Account of taking a poor Child to keep. 774

From a Lodger to indemnify the Parish from any Child or Children his Wife is big withal. 775

To discharge a Parish of a Bastard Child, given to the Churchwardens and Overseers of the Poor before the Child is born. 775

To take Care of the Mother in her Lying-in and of the Child, and to indemnify the Parish. 775

To indemnify a Parish from a Bastard born, and when required, to appear before a Justice to declare how it is provided for, &c. 776

To indemnify a Parish from a Child, where the Mother pretends to have a Husband, but will not tell who he is. 776

To indemnify the reputed Father of a Bastard. 776

For the future Maintenance of a Bastard Child. 777

From an Heir at Law to an Executor to pay a Sum of Money to the Executor by him disbursed, in case a Bastard Child shall die before Age, and the Heir at Law become intitled to the Premises. 778

Bonds concerning Ecclesiastical Affairs. A Condition for a Parson presented to a Living to

resign the same upon Request after six Years, &c. Page 778

To resign a Living in case of Non-Residence. 778

To resign a Vicarage. 779

Bonds concerning Bottomry. Condition of a Bond of Bottomry either for a Debt or Money lent. 779

For twenty Months certain and sixteen Months uncertain, common for *India*. 780

For twenty Months certain and sixteen uncertain. 781

For a Time certain only. 781

For Kentillage or Hire for Ballast for a Ship. 781

A Clause when made to a Freighter that he may deduct the Money out of the Freight. 782

For a Ship that goes two Voyages as she is ordered by the Freighters, Premio expressed for both. 782

On a Ship and Cargo. 783

Bonds concerning Marriages. Bond to pay a Person who shall help another to a Wife with a good Fortune, 5 *l.* for every 100 *l.* he shall have with her, as a Gratuity for his Trouble. 783

Condition to marry a Woman, or in Default thereof to pay a Sum of Money. 783

From an intended Husband to one of the Trustees named in the Marriage Settlement, to permit him to retain in his Hands the intended Wife's Fortune, until the Settlement is perfected, notwithstanding they should be married before. 783

To pay Part of a Marriage Portion, retained till a Mortgage be cleared off the Premises, which were settled for a Jointure. 784

From the Father to the Son's Trustees on Marriage, that he will pay the Interest of a Mortgage on Lands settled on him for Life. 784

To permit an intended Wife to enjoy her own Personal Estate, and to buy and sell Goods, &c. for her Use, &c. 785

From an intended Husband to the Trustees of his intended Wife to pay them a Sum of Money, to be applied to her Support and Maintenance in case of Necessity by Losses in Trade, &c. 785

For an intended Husband to pay Money on several Contingencies. 786

That the Heirs, &c. of the intended Husband shall pay the intended Wife a Sum of Money within — Months after the Husband's Decease, if she survive him. 786

Where the Money is to be paid after the Husband's Decease, over and above her Jointure. 786

Where the Money is either to be paid to the intended Wife, or to her Trustee for her Use. 786

Where the Money is to be paid to Trustees upon several Trusts. 787

To pay a Sum of Money to an intended Wife, or to let her take her Thirds. 787

Bonds

Bonds concerning Marriages. From an intended Husband to leave his Wife a certain Sum of Money in case she survives him. *Page 788*
 To leave a Wife all his Estate. 788
 From an intended Husband to leave his intended Wife a certain Sum of Money at his Decease, if he leaves no Children, over and above other Provision made for her; and if he leaves Children, then a lesser Sum to the Wife, and another Sum to the Children. 788
 From a Husband to leave two Thirds of his Estate to his Wife, if she survives him, and he leaves no Children; and if he leaves Children, then only one Third, and the Rest amongst the Children; and if the Wife dies in the Husband's Life-time, leaving Children, then two Thirds to such Children. 789
 From a Husband to leave his Wife a Sum of Money at his Decease, to be at her own Disposal, and to leave another Sum to be put out for her to have the Interest during her Life, and for her to have the Use of Household Furniture during her Life. 790
 For Re-payment of a Sum of Money paid to a Husband on Marriage as Part of his Wife's Portion, (the other Part being settled to Uses) which Sum is to be repaid by the Executors of the Husband after his Death, and is to be applied to Uses, &c. 791
 For a Husband to leave Money at his Death for the Wife's Use, (exclusive of her Jointure) with several Provisions in case of Children, &c. 791
 That the Obligor shall suffer his intended Wife to make a Will. 793
 From the intended Husband to a Trustee for the intended Wife, whereby she is impowered to keep and dispose by Deed or Will of Part of her Fortune to separate Uses, notwithstanding her intended Coverture. 794
 For the intended Husband to permit his intended Wife, if she survives, to have her Widow's Share of his Estate, according to the antient Custom of *London*, notwithstanding the Statute concerning such Custom. 794

Bonds of Indemnity. Bonds to one bound for the Obligor in a Bond for Payment of Money. 795
 To one bound in ten several Bonds to pay Money. 795
 To one bound for the Obligor in a Bond to indemnify the Parish from a Bastard. 796
 To one bound for the Obligor in a Bail-Bond upon a *Cepi Corpus*. 796
 To indemnify on Account of being Bail to an Outlawry. 796
 To indemnify on Account of being Bail to a Writ of Error. 797
 To indemnify one on being Bail to the Action, and also on a Writ of Error after the Judgment. 797

Bond to indemnify against a Recognizance in Chancery. *Page 798*
 To indemnify a Person on his becoming Bail to an Action in the *Poultry Compter, London*. 798
 To indemnify the Bail in a Recognizance in the Admiralty Court for a Captain of a Ship going a Privateering. 799
 To one bound for the Obligor in a Bond for the Performance of Covenants. 799
 From an Administratrix to indemnify one of her Security to the Ordinary on taking out Letters of Administration. 800
 To indemnify one bound with a Person on his Admittance into one of the Inns of Court. 800
 To one bound in a Bond to the Governor and Company of the Bank of *England* for a Person's Fidelity, &c. 800
 To one bound in a Bond to the Treasurer of his Majesty's Customs for the Fidelity of a Clerk. 800
 To indemnify one bound to the King for a Letter Carrier's good Service, Fidelity and Behaviour in the General Post-Office. 801
 From one Surety to another to indemnify him from a Moiety of the Penalty of a Bond to the King, which they had both entered into for the Fidelity and good accounting of a Person to the Commissioners of the Victualing Office. 801
 To indemnify from a Bond given to the Attorney General as to receiving Fee-Farm Rents. 802
 To indemnify a Person from Part of the Penalty in a Bond which he entered into as Surety for the Fidelity of a Brewer's Clerk. 802
 To one bound for another's performing an Agreement for Service abroad. 803
 To one that became bound in a Bond to indemnify a Person who managed a Trade for another. 803
 To indemnify two Persons who (at the Request of the Owner of a Ship) became bound for the Payment of the Master and Ship's Company's Wages. 803
 To one bound in a Bond for peaceable Enjoyment of Part of a Ship, and from Part of the Loading fold. 804
 To one bound in a Bond of Bottomry. 804

Bonds to indemnify. Bond from the Agent of a foreign Prince, to indemnify a Person who was bound with him to pay Part of the Wages that would become due quarterly for the Wages of two Persons abroad, to their Wives in *England*. 804
 From the Master of a Ship to indemnify the Owners who were bound with him, that he should perform the Matters in a Charter-party. 805
 To indemnify one that had indorsed a Promissory Note for another as a Security. 805

Bonds to indemnify on paying Money. Bond to indemnify a Person on paying Money received on a Policy of Insurance. *Page 805*
 To save harmless from paying Rent where the Title is in Question. 805
 To indemnify a Tenant on his Attornment and paying Rent to a Mortgagee, he having timely Notice if he should be sued or ejected, &c. and that the Mortgagee may defend the same. 806
 An Indorsement thereon. 806
 From a Lessor to indemnify the Lessee on paying Rent to him. 806
 To indemnify the Drawer of a Note on his paying the Money to a Person to whom the Drawee had given the Note, but omitted to indorse it, and is since dead. 807
 To indemnify a Person who paid a Bill of Exchange for the Honour of him to whom it was made payable, who afterwards became a Bankrupt, &c. 807
 To indemnify two Bankers who agreed to pay and receive the Cash of two Merchants upon Bills of Exchange, &c. and to account every three Months and pay the Balance, &c. 807
 To indemnify the Trustees of a Bankrupt on their paying a Creditor his Share of the Dividend. 808
 On settling Accounts of Monies received and paid by the Obligee to the Obligor's Creditors. 808
 From an Executor to indemnify a Creditor of the Testator on his paying the Balance of Accounts. 808
 From a Legatee to an Administratrix (on paying a Legacy) to refund in Proportion if Debts appear. 809
 From Legatees to an Executor to refund so much of their respective Legacies paid them as shall satisfy all such Debts of the Testator as shall appear. Given to indemnify the Executor on his paying the Legacies and taking a Release for the same. 809
 From a Son and Legatee to indemnify an Executor in Trust from Persons claiming Legacies given on the said Executor's being discharged from the Executorship, the Son being of Age, and they having accounted together. 810
 From a Father to indemnify an Administrator of the Testator's Son, on paying him Legacies given to his three Children, pursuant to the Direction of the Will. 810
 From a Father to indemnify an Executrix on paying to him his Son's Legacy, he being a Minor, and to procure the Son's Discharge as soon as he is of Age. 811
 From a Legatee to indemnify Executors, as well those in *India* as those in *England*, (the Will being made in *India*, and Executors specially appointed for both Places) on paying Part of the Legacy. 811
 From a residuary Legatee and Executor (who was a Minor) on his attaining his Age, to

indemnify the acting Executor from an Annuity payable during a Person's Life on settling Accounts. *Page 811*
 From a Husband to an Executor to indemnify him from a Proportion of an Annuity granted by Deed, pursuant to a Power given by a former Will, on his paying the Husband 800*l.* (Part of a Sum chargeable with the said Annuity) directed to be paid to the Wife at her Age, or Marriage. 812
 From the Administratrix of a Trustee (in a Conveyance from *C. F.* who has no Declaration of Trust made to her in the Trustee's Life-time) for the said *C. F.*'s quiet Enjoyment of the purchased Premises. 812
 To indemnify and repay a Sum of Money paid by an Administrator to a Creditor in case of Bankruptcy. 813
 To indemnify a Person upon paying Money, pursuant to an Award. 814
Bonds concerning Maritime Affairs. Bond from a Master of a Ship to indemnify a Merchant on Account of paying Money to him for his and the Ship's Company's full Share of the Sum of — he received on Account of the Part Owners; and in case he is sued for the Money so paid him, to refund in Proportion of what is recovered of him, and to indemnify, &c. 814
 To indemnify the Freight of a Ship on his paying the Freight to a Person impowered to receive it by Letter of Attorney, and to indemnify him from the former and present Master. 814
 From the Master of a Ship (and one bound with him) to indemnify the Owners from all Debts and Incumbrances, &c. upon his making up his Accounts with them. 815
 From Part-Owners of a Ship to indemnify the Master (on compromising Suits and Differences) on Account of a Prize taken, the Sailors Shares and Wages. 815
Bonds concerning Wages of Sailors, &c. Bond to indemnify the Master of a Ship on his paying the Master of an Apprentice Wages for the Service of such Apprentice on board the said Ship. 815
 To Part-Owners and the Commander of a Ship on Account of the Service of a Negro Servant. 816
 To indemnify the Part-Owners on paying the Son's Wages to the Father. 816
 To indemnify the Master of a Ship on his paying the Wages of one of his Sailors, (to two Persons, in Trust for his Brothers and Sisters) he dying and leaving the same to be equally divided amongst them, and to indemnify the Ship and Part-Owners thereof, and to procure Discharges from each of the other Brothers and Sisters. 816
 To indemnify the Master of a Ship and Part-Owners on Account of their paying Money into

into Court, they being sued by several Persons for the Wages of one of their Sailors. *Page 817*

From the Master of a Ship's Widow to indemnify the Part-Owners of a Ship on Account of their paying her Money disbursed by her Husband to pay his Sailors Wages. *817*

To repay what Money shall afterwards appear to be over-paid for a Person's Service abroad, and to indemnify, &c. on paying Wages to the Guardian of the Servant's Children, he being dead. *817*

Bonds of Indemnity of Purchasers. Bond from P. B. to save harmless a Purchaser; first, That an Infant shall within a limited Time confirm his Share of an Estate in Remainders by him conveyed; and secondly, That the Purchaser shall peaceably enjoy the same, and also the Share of a Brother of the said Infant by him also purchased. *818*

From the Assignee of the Lease of a House to indemnify the original Lessee assigning the same from the Rents and Covenants in the Lease. *818*

From one of the Vendors, that the Vendee shall peaceably enjoy the Vendor's Moiety, and receive the Profits without the Interruption of the Wife, &c. as to Dower, &c. *819*

To a Purchaser for peaceable Enjoyment of Lands sold by Lease and Release. *819*

From four Persons to a Purchaser, touching Payment of 200 l. Trust Monies, (being Part of the Purchase-Money) according to the Trust thereof, &c. and for indemnifying the Purchaser therefrom, &c. *819*

From the Master of a Ship to the Purchaser of it, to indemnify him from a former Owner and Master on Account of Wages due to him. *820*

To indemnify the Purchaser of a Ship from Bills of Sale standing out, and for peaceable Enjoyment. *821*

To indemnify a Purchaser of Part of a Ship from her Outset, and from a Suit then depending on Account of the Ship's being in the *East-India Company's Service*. *821*

A Condition of a Bond to indemnify a Purchaser from an Annuity or Rent-charge, &c. and other Incumbrances. *822*

To indemnify a Purchaser from an Annuity and Legacies. *822*

From two Partners to indemnify a Person who was Joint Executor with one of them. Given on his quitting his Interest in a Lease that was granted to the Deceased, and joining in the Surrender of it, in order that a new one might be granted, and that they would pay the Rent and perform the Covenants in the Lease. *822*

Bonds on executing Deeds. Bond from an Apprentice's Father to indemnify the Apprentice's Master's Widow and Executrix upon her turning him over to another Master. *823*

Bond from two surviving Partners to indemnify the Executrix of the deceased Partner from the Debts contracted in Partnership upon assigning her Share in the Partnership to them. *Page 823*

From an Assignee of a Mortgagee to indemnify the Mortgagee from Suits depending concerning a Debt due from the Ancestor of the Mortgagor, on making the Assignment of the Mortgage. *823*

To indemnify a Person on his assigning over his Effects, pursuant to Articles of Agreement, to two of his Creditors, for the Use of themselves and the rest of the Creditors, from two of his Creditors who would not sign the Agreement. *824*

To indemnify an Assignor of a Navy Bill upon his making a new Assignment. *824*

Bonds of Indemnity concerning Notes, &c. lost.

Bond to deliver up a Note to be cancelled when it shall be found, the Money being paid, and in mean Time to indemnify the Drawers. *825*

To indemnify two Persons who gave three several Notes under their Hands, (being for the Balance of Accounts settled between them) and which are lost. *825*

From the Father of an Apprentice who had lost a Goldsmith's Note, to indemnify the Master, he having given a Bond of Indemnity to the Drawer of the Note on his being paid the Money. *826*

To deliver up a Bond lost as soon as found, and in the mean Time to indemnify the Obligor therefrom, he having given another Bond for the same Sum of Money. *826*

To indemnify a Person from a Bill of Sale lost, till delivered, upon granting another, and to deliver up the new one when the old one was found. *826*

Bonds concerning trading in another's Name, &c.

Bond from an Apprentice to indemnify his Master (on his leaving off his Trade to him) from any Danger on Account of trading in his Name. *827*

To indemnify a Person who managed a Trade for another from all Dangers from making Contracts, &c. in his own Name, and from Mens Wages, and to pay him a Salary for his Service. *827*

Bonds of Indemnity on delivering Goods. Bond to indemnify the Master of a Ship on account of his delivering Goods to a Person in *London*, notwithstanding they were consigned in *Amsterdam*, and notwithstanding the Bills of Loading were not delivered up to the Master. *828*

Bonds. See *Assignments*.

Bonds and Judgments. See *Assignments*.

Books and Cuts. An Agreement to engrave a Set of Cuts for a Book. *275*

Assignment of a Copy-Right in Books. *434*

Book.

Book-keepers. An Agreement for a Merchant's Book-keeper to go beyond Sea. Page 225

Bottomry-Bonds. An Assignment of a Bond of Bottomry. 417
 Either for a Debt or Money lent. 779
 Another Form, for twenty Months certain and sixteen Months incertain, common for *India*. 780, 781
 Another Form, for a Time certain only. 781
 Another, for Kentillage or Hire of Ballast for a Ship. 781
 A Clause when made to a Freighter, that he may deduct the Money out of the Freight. 782
 Another, for a Ship that goes two Voyages, as she is ordered by the Freighters, Premio expressed in both. 782
 Another on a Ship and Cargo. 783
 To indemnify one bound in a Bond of Bottomry. 804

Brewers. An Agreement to grant a Lease of a House, Brewhouse, &c. and to assign Stock in Trade, Debts, &c. and to assign Leases of Customers Houses. 175
 A Bond to indemnify a Person from Part of the Penalty in a Bond, which he entered into as Security for the Fidelity of a Brewer's Clerk. 802

Bridges, &c. An Assignment of a Bridge and the Pontage (or Toll thereof) from the Commissioners appointed by Parliament for building the same, &c. to Trustees, in Trust for the Proprietors. 425

Building. An Agreement for building a House according to a Plan annexed, and with such Materials as shall be found the Builder by the Owner of the House. 250
 An Agreement for taking down an old House and building a new one; the Builder to find Materials. 251
 To pull down an old Farm-house and build a new one, and to build a Cellar, Pantry and Brewhouse, with Rooms over, pursuant to a Plan annexed, (with good Descriptions as to every Particular of the Buildings; the Money to be paid at different Times as the Work is done, with a special Agreement to prevent further Charges; the Builder to have the old Materials, and use such as are found and good. 251
 With different Descriptions, to build a grander House in Town. 253
 For leasing old Houses to be pulled down and new ones to be built, of which Leases are to be granted as soon as built. Security to be given on pulling down each old House, that a new one shall be built agreeable to a Grant from the Crown, which after a certain Time is to be renewed, and a further Time granted to the Builder. 255

Building. By a Carpenter and Bricklayer for erecting a new Building in *London* since the great Fire, according to the Act of Parliament for rebuilding *London*. Page 257
 For building Houses to make a new Street in *London*, pursuant to Act of Parliament. 259
 That on finishing the Building of two Houses to grant a Lease of a Piece of Ground, and the Builder is to lay out in such Buildings a certain Sum, of which he is to produce a just Account. 261
 Articles of touching building a Workshop over Coach-houses belonging to an Inn, with a Lease of the said Shop, and Liberty of Ingress, and a Covenant for a further Term if the Lessor obtains a new Lease. 262
 For building a new Court in one of the Inns of Court. 264
 Articles of, to take down the Front of a House and build a new one, and to do other Repairs. 266
 Granting Liberty to build an Oven, with a proviso to pull the same down on Notice for that Purpose given. 267
 To indemnify a Person who had employed a Bricklayer to build a House from being charged with other Workmens Bills. 270
 For performing Bricklayers and Tilers Work in building a House. 270
 For making of Bricks (to be made at a certain Place, and delivered at a certain Time) towards finishing of Buildings. 286

Building Leases. See *Leases for Years*.

Captives. A Bond to pay a Sum of Money (had and received) towards the Relief of Captives abroad, and to procure their Receipts for the same. 731
 A Bond to pay such Sums of Money (not exceeding a certain Sum) to a Person as he shall disburse to procure a captive Slave's Liberty, if his Liberty be obtained in a limited Time. 731

Cargoes of Ships. An Assignment of a Cargo on board a Ship. 433

Charter-parties. An Agreement to seal a Charter-party. 280, 283

Clerks. Articles of Clerkship with an Attorney or Solicitor (the Clerk being put out by the Father.) 226
 A different Form. 227
 Indenture of Clerkship, the Form different (the Clerk put out by his Guardian.) 227
 A Liberty to assign. 228
 Liberty to put a Clerk away from his Service. 228

Clerks.

Clerks. The Father to find Apparel, Washing, Doctors, &c. Page 228

Articles of Clerkship where a Clerk (his first Master being dead) puts himself Clerk to another for the Residue of his Term, in order to qualify himself to be sworn. 229

Articles of Clerkship between an Uncle and his Nephew. 229

Another, whereby the Father puts his Son Clerk to a Solicitor in Chancery. 229

Articles of Clerkship to one of the Sixty Clerks in Chancery. 230

An Assignment of Articles of Clerkship. 399

Part of another. 400

An Assignment of Articles of Clerkship by Indorsement. 400

Collateral Securities. An Agreement to assign a Lease as a Collateral Security for a Debt. 173

An Appointment by a Feme Covert of Lands (whereof a Fine was levied, and the Uses declared to be as she should appoint) as a Collateral Security for Money owing by the Husband and Daughter on their Bond. 359

An Appointment by a Mortgagor and Mortgagee, on assigning over a Mortgage to Trustees of the Assignee or new Mortgagee, that they shall stand seised of the Premises mortgaged, in Trust for the Assignee or new Mortgagee for the better securing the Mortgage Money. 360

An Assignment of the Equity of Redemption of Premises granted by a Patent, as a Collateral Security in a Bond of even Date. 490

An Assignment of the Equity of Redemption of a mortgaged Lease, as a Collateral Security for the Payment of several Notes given for Value received. 492

An Assignment of three Exchequer Orders as a Collateral Security for Payment of Money on Days certain on two Bonds. 510

An Assignment of one Judgment as a Collateral Security for Money recovered on another Judgment, with a Defeasance to the Assignor, giving him further Time to discharge his Judgment. 538

Whereby several Money Legacies (subject to Mortgages made thereof) are assigned as a further Security upon three Judgments, and a new Bond, &c. wherein a stated Account with mutual general Releases, &c. subject to a Proviso, &c. to vacate the Judgments, and not to take out any Process thereon in the mean Time. 597

A Bargain and Sale as a further Assurance, pursuant to a Covenant in a former Deed. 683

A Bill of Sale of Goods as a Collateral Security for Money due on a Bond of even Date. 695

Collateral Securities. See *Appointments*, p. 359.

Colliery. A Bond from an Agent or Manager of the Works of a Colliery (to the Committee)
PART II.

to perform Orders (of a Writing signed by the Committee) to give an Account of all Monies received and paid, and pay the Balance, and deliver up the Books, Writings, &c. which shall have come to his Hand, to the said Committee. Page 764

Creditors, &c. An Agreement between the Creditors and Widow of a Debtor, concerning Administration and paying Debts. 216

Another different from the former. 218

An Agreement between three Debtors who borrowed Money on their joint and separate Bonds, &c. to trade with in a joint Stock, wherein each Party covenants with the others to pay his Share, and to indemnify the others therefrom. 220

An Agreement between a Judgment Creditor and one who discovers Effects of the Debtor, in order to levy Execution thereon, for the Discoverer to have Half of the Money levied; but in case of Eviction under a Commission of Bankruptcy, to refund his Share and bear Part of the Expences, &c. 221

An Appointment by a Husband and his Wife for a Creditor to receive the Interest Money due on a Mortgage, or the Rents of Premises to be purchased with the Principal, till a Debt due to him from the Husband is satisfied. 360

Another Appointment or Power for a Creditor to receive and retain 67 l. out of Interest Monies, &c. in Satisfaction of his Debt. 361

An Assignment of three Debentures in Trust for a Creditor. 436

An Assignment by two Debtors of Debts in Trust for their Creditors, with a Release from the subscribing Creditors to the Assignors; and a Declaration, that if the Money due on Bonds and Notes assigned to some of the Creditors be got in, it shall be so far in Discharge of the Money due to them respectively, &c. 437

An Assignment by a Debtor of his Household Goods and Debts, &c. to three of his chief Creditors, to pay them and the other Creditors their respective Debts on Proof thereof, with the Creditors Covenants not to arrest the Assignor, but shall pay him the Surplus (if any) after his Debts, &c. paid. 440

An Assignment of Goods, Stock in Trade, Debts, &c. to two Creditors, in Trust to pay the same as far as they will extend, in Consideration whereof the subscribing Creditors release the Money due to them respectively, with a Proviso to make the Release void in case the Assignor has made any Concealment. 443

Another, in Trust to pay Creditors where the Debtor produces an Account of his Effects on Oath, which the Creditors covenant to accept in full of their Debts, and to execute general Releases before a certain Day, and in the Interim

- terim give him Licence to go about, &c. but on Condition that if the Effects will not pay 8 s. in the Pound, or that if all the Creditors don't execute the Assignment, the same to be void; or in case of concealing Effects, the Assignment and the general Releases to be void. *Page 445*
- The Affidavit mentioned in the above Assignment. *447*
- An Assignment by a Debtor of Leasehold Premises, Goods, and a Debt to three of his Creditors, in Trust to be sold, &c. to pay Mortgage Creditors and Expences, and the Surplus to be divided amongst the rest of the Creditors in Part of their Debts, in Consideration whereof they grant him a Letter of Licence for three Years to pay the Residue. *447*
- An Assignment of two annual Sums to be paid out of the Rents of two several Estates for the Life of the Assignor to pay Creditors, wherein is a Direction to the Tenants to pay, and a Letter of Attorney to receive the Money out of the Rents, and a Covenant that the Assignor shall not be arrested, with a Proviso in case of his Death. *449*
- An Assignment of a Salary to two Friends to pay Creditors their full Debts, &c. *451*
- An Assignment of five Pounds payable by a Box-Club at the Death of the Assignor, to his Executors, Administrators or Assigns, to a Creditor in Satisfaction of his Debt. *453*
- An Assignment by several Creditors (to whom two Copartners, the Debtors, had assigned a Bond, Annuity and Mortgage in Satisfaction of their Debts, the Surplus to the Assignors) to Trustees for all the Creditors of the said Copartners, and by the Copartners, of Debts in a Schedule upon the same Trusts; and one of the Creditors covenants to pay a Sum of Money, which is to be applied to the same Uses. *453*
- An Assignment by a Widow and Executrix, of the Equity of Redemption of mortgaged Premises mentioned in one Schedule annexed, of Household Goods in a second Schedule annexed, and of the Debts owing to the Testator to three of the Testator's Creditors, on Behalf of themselves and the other Creditors; in Consideration whereof she is allowed the Use of Goods, and purchasing them, and her Husband's Stock in Trade, and is to be paid some Money, &c. and released from his Debts. *459*
- An Assignment by the Executors of a Debtor (one of them his Widow) of the Testator's Personal Estate to Judgment Creditors, upon Trust (after Expences, &c.) to pay the Costs of the Executors defending Suits, (unless on Judgments, &c.) the Residue to go amongst the said Creditors, who are nevertheless to make Allowances to the Widow for her future Support and Maintenance. *465*
- An Assignment by an Executor and others, of a Bond and Judgment, (to some of whom the same were assigned as a Security for Debts) in Trust for all the Creditors of the Testator. *Page 468*
- An Assignment by a Widow of one fourth Part of a Ship's Cargo, and of the Benefit of a Decree in Chancery made concerning the same, upon Trust to pay her Husband's Debts, or in Proportion, &c. with Covenants from the Creditors as to their Contributing towards the Expences of Suits concerning the assigned Premises, with an Agreement as to how Monies recovered shall be disposed of. *469*
- A short Assignment of a Man's whole Estate, in Consideration of several Debts and Engagements. *473*
- An Assignment by a Widow and Administratrix of her Husband's Personal Estate, (and of a Charge upon the Real Estate in case it falls short) except her *Paraphernalia*, by the Direction of several of his simple Contract Creditors, to Trustees, (particularly named by the other Parties) in Trust for the Intestate's Creditors, with several special Covenants and Provisoes. *473*
- An Assignment of Debts as a Security, in Trust for Creditors, being all the Satisfaction the Assignor is capable of making; with a Proviso, that if all his Creditors don't execute a Letter of Licence in a limited Time, this Assignment shall be void. *477*
- An Assignment of a Debt for securing a Debt owing to the Assignee by the Assignor, with Proviso to be void on Payment of the said last mentioned Debt. *477*
- An Assignment by the Assignee under a Commission of Bankruptcy (by the Consent and Direction of the Rest of the Creditors) of the Bankrupt's Effects to one of the Creditors, who (by Agreement) advances 8 s. in the Pound, which the other Creditors agree to accept. *478*
- An Assignment of an Assignment of Debts to pay Creditors, &c. the first Assignee refusing to act. *480*
- A Bond from a Debtor to pay Money according to a Composition with his Creditors on a Day certain, or in Default thereof to pay the whole Debt. *751*
- A Bond from a Debtor to a Son of the Creditor, that if two Persons, Relations, do not agree to a Composition agreed on between the Debtor and the Son, and shall recover against the Son, such Debtor shall pay as much as recovered, as far as the Money remitted amounts to. *752*

Composition. See Creditors.

Deben-

Debentures. An Assignment of a Debenture by way of Collateral Security for Money payable on a Mortgage. *Page 435*

From a Master of a Ship to a Part-Owner of his Proportion of a Debenture made out for the Ship's Hire in the Transport-Service. 436
An Assignment of three Debentures in Trust for a Creditor. 436

Decree. An Assignment of the Benefit of a Decree, &c. with Power to proceed to obtain a Report on the Decree, &c. 534

An Assignment of a Decree and a Judgment to protect a Purchaser against mesne Incumbrances to two Trustees, one of them for the Purchaser, and the other for the Assignor. 535

Deeds. A Bond to produce a lost Title Deed when found, and if not found, then to indemnify a Purchaser, &c. 734

Distress. A Bill of Sale of Goods distrained for Rent. 692

A conditional Bill of Sale of Goods seized by a Landlord for Rent, for securing Rent due and to be due next Quarter-Day. 693

Dower. An Assignment of Dower by the Heir. 488

An Assignment of Dower at the Church-Door. 488

East-India Bond, An Assignment of by a Feme Sole (with the Consent of her intended Husband) to Trustees for her Use, notwithstanding her Coverture. 412

East-India Company. A Bond from an Agent for raising Soldiers for the *East-India* Company to the said Company, that he will account for the Money advanced to him for such Use. 767

Exchange. An Act for the Exchange of certain Lands in the several Parishes of — in the County of *W.* between the Governors of the Hospital, commonly called the *Charter-House*, and *T. B.* of *S.* in the County of *W.* Esq; 88

Exchequer Annuities. A common Assignment of Exchequer Annuities, Orders and Tallies. 377

An absolute Assignment of three Exchequer Annuities for 99 Years, payable out of Duties granted by Act of Parliament. 377

An absolute Assignment of five Exchequer Annuities, payable by Virtue of an Act for carrying on the War. 378

Another Assignment of several Exchequer Annuities granted by several other Acts of Parliament to several Uses, taken out of a Marriage Settlement. 378

Exchequer Annuities. An Assignment of Exchequer Annuities, or an Assignment of an Assignment thereof, (the Difference being here shewn) upon Trust for the Assignor for Life, and after his Decease to such Person as he shall have appointed, and for want thereof to his Executors and Administrators. *Page 380*

An Assignment (or Appointment) pursuant to the Trusts in the foregoing Assignment of the Annuities, after the Assignor's Life. 381

An Assignment by an Executor of an Exchequer Annuity purchased by the Testator; Part of the Purchase-Money was paid by the Testator in his Life-time, and the Residue by the Executor since his Death. 382

An Assignment of the said Assignment. 382

An Assignment of Exchequer Annuities by two several Annuitants, in Trust to discharge a Mortgage made by one of the Annuitants of his Annuity, and (pursuant to Agreement) in Trust, that out of the Residue a yearly Sum be paid to the Survivor of the Assignors. 382

An Assignment of a reversionary Exchequer Annuity vested in the new Assignor by several mesne Assignments, to two Assignees in a Commission of Bankruptcy, in Trust for the Bankrupt's Creditors. 385

The like (reciting *inter alia*) the Death of the Nominees) to a Purchaser. 385

An Assignment of an Assignment of an Exchequer Annuity, in Trust to be re-assigned to the Assignor and another Person. 386

The Re-assignment. 386

Exchequer Orders. An Assignment of three Exchequer Orders as a Collateral Security for the Payment of Money on Days certain on two Bonds. 510

Of three Exchequer Orders for securing the Payment of Money on a Day certain, pursuant to a Bond, (very short.) 511

Executions. An Assignment of Extents to Trustees to protect several purchased Estates from Incumbrances. 518

Of several Extents and Inquisitions thereon found, by the King's Receiver General to the Creditors of one of the Cognisors on the other Cognisor's paying the whole Money to keep them on Foot against the former Cognisor, he being absconded. 519

By the Sheriff of a Term of Years taken in Execution on a *Fieri facias*. 520

Of Lands extended (by an *Elegit*) on a Judgment for 500 *l.* Debt (found on an Inquisition by the Sheriff, and Possession delivered) to a third Person, wherein the Heir of the Person, against whom the Judgment was obtained, joined in order to re-assign on Payment of the Money and other Sums lent him, and secured on the other Lands, &c. 521

Of Leasehold Premises taken in Execution on an *Elegit* in Part of Satisfaction of a Judgment, 521

ment, and of the Residue of the Money due thereon, and of the Benefit of the Judgment, &c. Page 522
Of Lands extended on a Statute, and delivered by Writ of *Liberate* to the Assignor; *Habendum* for the whole Term of the Assignor. 523

Executors. An Agreement between three Executors for the faithful Execution of a Will; mutual Covenants that each is possessed of one Third, Part of the Testator's Effects come to their Hands, and that they will account, &c. for what happens *in futuro*. 212
Another between four Joint-Executors for the better Execution of a Will. 213
Agreement between two Brothers, Co-Executors of their Father, and one of them Executor of their Uncle, who are intitled by both Wills to Monies upon Contingencies; that each of them shall manage particular Parts of the Estates, and account to each other. 214
Agreement between an Executor and his Testator's Widow, who, according to the Custom of the Province of *York*, is intitled to a Moiety of her Husband's Estate, she accepting Bonds and Specialties of the Testator of the Value in Lieu, which the Executor hereby assigns over to her, she consenting, that if more Debts appear than the rest of the Personal Estate in the Executor's Hands will discharge, she will refund proportionably with other Legatees. 216
Assignment of an Executorship by an Executor to the Heir, with proper Covenants, and an Indemnity of the Executor by Mortgage. 512
Assignment of an Executorship by an Executor of a Widow, empowering the Assignee to prosecute a Suit, &c. to recover a Sum of Money charged on Copyhold Premises, in Consideration of a Sum paid, the Executor not being able to carry on the same. 515
Assignment of Executorship and Testator's Effects, pursuant to a Decree, wherein the Assignor is covenanted to be indemnified, and Writings, &c. are delivered up, and a Release given. 515
Assignment of an Executorship to put an End to Suits, &c. 516

Extents. See *Executions*.

Factors. An Agreement between a Tradesman in *London* and his Factor in the Country. 222
Agreement between a Tradesman and his Factor. 222
Part of an Agreement amongst Merchants, Freighters of a Ship, and their Factors buying and fitting up and lading the Ship. 283

Factors. A Bond from a Father to a Son to pay him 100*l.* for Agency or Factorage. Page 763
A Bond from one on Behalf of a Factor abroad, that he shall be accountable for all Goods, &c. consigned to him, and make Remittances according to Instructions. 764
Another that a Factor shall dispose of Goods assigned to him to the best Advantage, and return Effects according to Order. 764

Freight. An Agreement for Freight to a Place between the Master of a Ship and a Merchant. 278
An Agreement for Freight to a Place between one that has a Charter-party for a certain Number of Tons, to a Merchant for Part of that Number. 278
An Agreement for Freight of Timber, pursuant to an Agreement with the Commissioners of the Navy. 279
An Agreement for Freight of Goods to a Place, and the Master to sell them for the Purchase of other Goods, which he is to bring home. 279
An Agreement for Freight if the Merchant procures the Master a Passport, and to seal a Charter-party. 280
An Agreement for Freight from a Place. 281
An Agreement for Freight between two Freighters and a Merchant, for two several Numbers of Tons. 282
An Agreement for Tonnage on a Ship's returning home. 282
An Agreement for Freight from a Place, (the Ship to sail with Convoy) and to seal a Charter-party. 283
Part of an Agreement amongst Merchants, Freighters of a Ship, for their Factor's buying and fitting up and lading the Ship. 283
A Bond to pay less Freight than agreed upon by a Charter-party. 729
A Bond from the Master of a Ship to the Owners to pay them Money due for Freight, as soon as he has recovered the same. 729
A Bond to pay Money for Goods sold, and for Freight and Insurance upon their Arrival at *H.* and to bear all Risque afterwards. 729
A Bond to indemnify the Freighter of a Ship on his paying the Freight to a Person empowered to receive it by Letter of Attorney, and to indemnify him from the former and present Master. 814

Gaming. An Agreement for a Horse-race. 284

Gaoler. A Bond to a Sheriff for the Executing of a Gaoler'ship. 768

Glass-maker. An Agreement between a Glass-maker and a Journeyman. 232

Incum.

Incumbrances. See *Peaceable Enjoyment, &c.*

Indemnity. Agreement concerning the indemnifying Purchasers. Page 112

Agreement to indemnify a Person who had employed a Bricklayer to build a House from being charged with other Workmens Bills. 270

Infants. An Agreement to sell a Moiety of Freehold Lands (decreed to be sold) by the Father for the Daughter when she comes of Age. 123

An Agreement to procure an Infant to convey when he comes of Age. 125

An Agreement by two on Behalf of themselves and two Infants for letting two Houses, &c. 153

The Guardian's Consent and Approbation indorced, they not having joined in the above Articles. 154

The Tuition of an Infant appointed by the Father. 358

An Infant's Election and Appointment of a Guardian of Person and Estate, with Power to let Lands, &c. 358

A Bond to procure an Infant to seal and execute a Deed when he comes of Age. 738

Another to procure an Heir at Law to convey when of Age, and for quiet Enjoyment, &c. 739

A Bond from three Persons to procure another Person, when of Age, to execute an Assignment to a fifth Person, in case of the Infant's Death to make further Assurance, &c. 739

A Bond that an Infant shall within a limited Time confirm his Share of an Estate in Remainder by him conveyed, and that the Purchaser shall peaceably enjoy the same, and also the Share of a Brother of the said Infant by him also purchased. 818

Inns. An Agreement for letting the Taphouse of an Inn, and the Use of Drinking Rooms, and as to the Tapster being also Chamberlain. 154
Agreement for letting a Tap. 156

Inns of Courts. An Assignment of a Chamber in an Inn of Court. 434

A Bond to indemnify one bound with a Person on his Admittance into one of the Inns of Court. 800

Insurance. A Bond to insure from Loss by Fire. 746

Jointenants. See *Partition.*

Jointure. An Appointment of, made before Marriage, pursuant to a Power in a former Deed. 317

An Appointment of, by an intended Husband for his intended Wife's Life, (the further Limitation.)

tations to be expressed in another Deed) in Consideration of a large Portion made, pursuant to several Surrenders, giving him Power to appoint. Page 318

An Appointment by Virtue of a Will. 321

An Appointment by a Husband of so much of the Premises mentioned in a Will as shall be sufficient to pay 200*l.* per Annum after his Death to his Wife for her Jointure, in case no other Settlement is made, with a special Covenant for securing the same. 322

An Appointment of an Estate by a Husband to his second Wife, made after Marriage in Consideration of her Portion, subject to a Charge for his Daughter by his first Wife, with a Power to make Leases, *Habendum* from his Death for her Life. 323

An Appointment and Grant by an intended Husband on an intended Wife of a Jointure, in Consideration of her covenanting to levy a Fine, &c. when of Age, by her Guardian's Consent, of her Estate, &c. to several Uses, &c. with Proviso to be void if no such Fine, &c. levied. 326

An Appointment of, (pursuant to a Power in a Will) by the intended Husband, after his Death, for his Wife for Life, and a Demise to Trustees for a Term of Years of the Premises appointed for securing an Annuity for her separate Use, and a Charge on Lands to provide for Daughters, and a Covenant (pursuant to an Agreement that the Wife's Portion is in Satisfaction of Legacies, &c.) for the Husband to make a Release, and to ratify Partitions of an Estate. 328

An Appointment by a Husband to increase his Wife's Jointure, (pursuant to a Power in a Will to settle a Jointure in Proportion to his Wife's Portion) Part of her Portion being before paid, as to which the Husband had made a Settlement, and now to enable him to receive the Rest, settle an Annuity chargeable on Woods and Wood-Grounds on her, with Proviso on Non-payment to cut down Woods and receive the Rents, &c. 331

Journeyman. An Agreement between a Master and a Journeyman, or hired Servant. 231
The like to an Undertaker. 232
The like to a Glass-maker. 232
Another to a Millwright. 233
Another to a Stove-maker. 233

Judgments. See *Assignments of Bonds, &c.*

Lease for letting a House for one Year certain, and for such further Time as both Parties shall agree. 151

Whereby the Tenant is to have the Use of Goods mentioned in a Schedule, with Power for the Landlord to enter, view and repair, 10 M and

and to remove Work Benches, &c. out of the Garret, with a Covenant for the Tenant to pay for Goods in the Parlour, which the Landlord is to have on repaying the Money at the End of the Term, and both to be at equal Charge in emptying Vaults. *Page* 151
 (Reciting a House, Garden, &c. with the Furniture, &c. being let) that the Tenant paying the Rent shall not quit the Premises without a Month's Warning, but that he shall keep in good Order the Goods, Furniture and Garden, and that the Landlord shall be at Liberty to view the same. 152
 For letting two Houses to be joined into one by several, on Behalf of themselves and two Infants, during their Minority, whereby the Rent is to be paid to a Receiver appointed by the Chancery; the Tenant to repair, &c. with Agreements concerning the quitting the Premises when the Infants are of Age, or staying and rebuilding the Party-Wall between the two Houses. 153
 For letting the Taphouse of an Inn and the Use of Drinking-Rooms, and as to the Tapster being also Chamberlain. 154
 For letting a Tap. 156
 For letting one Side of a Shop, with other Conveniences, for a Year certain, and afterwards as long as the Parties shall agree, with a Proviso as to Warning, and Agreements as to fitting up and shutting up the Shop, and the Commodities the Tenant shall not trade in. 157
 To let Rooms and other Conveniences in a House for so long Time as the Landlord has in the Premises, or till Notice given by the Tenant, and a Covenant that the Tenant may take away such Partitions, Locks, &c. as he shall put up or fix, &c. 158
 Agreement to seal a Lease by a Day according to a Draught made. 159
 Agreement that a Lessee will grant a Lease to another, with like Covenants, &c. as in his Lease, except as to the Rent, with several other Restrictions in Favour of the first Lessee. 159
 To let a House, &c. and execute a Lease thereof; to contain the like Covenants as are in a Lease, whereby the intended Lessor holds the same, and other Covenants; and the intended Lessee agrees to accept such Lease and execute a Counterpart; and Covenants to give a Bond for making good and leaving Partitions, &c. as they now are. 161
 To grant a Lease of a House now in Possession, by Virtue of an Ejectment, as soon as an Assignment of the same can be procured from the Assignees under a Commission of Bankruptcy. 161
 Articles for making a Lease of a House, &c. and putting the Premises in Repair, &c. 162
 An Agreement for quitting the Premises on Notice; and a Proviso for putting the Premises in Repair. 162

Lease. An Agreement to repair and fit up a House in the Manner particularly described therein, and to grant a Lease thereof, with Clauses for Re-entry, Schedule of Goods, &c. and an Agreement for the Landlord to repair a Coach-way. *Page* 163
 Agreement of a Steward or Rent-gatherer on Behalf of the Landlord, to grant a Lease of a House, repair, pave before the Door, and pay for Water and all Taxes; and as to vacating the Lease on Warning, and concerning Goods and Furniture to remain in the House. 163
 Lease of another House adjoining, &c. wherein a third Person on Behalf of the Lessor covenants, &c. in Consideration of Money to be laid out in Repairs, &c. 164
 To let Houses, &c. and for the Sale of the Materials of the Houses to be pulled down, and to execute a Lease of the Premises. 165
 For letting several old Houses which are to be pulled down and new ones built, and that as soon as they are built these Articles to be delivered up, and that in Lieu thereof the Landlord shall grant new Leases of the same Houses. 165
 A Memorandum for a Building Lease. 166
 An Agreement between a Company in London and a Bricklayer for executing a Building Lease. 167
 An Agreement for the Lessor to make a Lease of several Closes of Meadow for the Remainder of his Term of Years unexpired, except one Month; the Lessee to pay the Lessor on being put in Possession for the Lessor's Improvements; to pay Rent, to dung the Land, repair, but not to dig for Gravel, &c. and that if the Lessor takes a new Lease he shall likewise make a new Lease to his Lessee, and to make a Lease of other Leasehold Premises, of which the Tenant is ejected; *Habendum* from the Time of his being restored, he having for Non payment of Rent filed a Bill in Chancery to be relieved; the Tenant's Lessee to pay off the Arrears to the original Landlord; Liberty to dig for Gravel, &c. 168
 Agreement to make an Assignment of a Lease. 172
 An Agreement for assigning the Remainder of a Term to attend the Fee. 172
 An Agreement to assign a Lease as a Collateral Security for a Debt. 173
 Articles to assign and make a good Title to a Leasehold Messuage (given by Will to Trustees upon several Trusts) upon several Contingencies, &c. and for the Sale of Household Goods. 173
 Articles touching an Assignment of an Assignment of Leasehold Houses, and Sale of Household Goods and Utensils, Stock in Trade, &c. 175
 Articles to grant a Lease of a House, Brew-house, &c. and to assign Stock in Trade, Debts, 175

- Debts, &c. and to assign the Leases of Customers Houses. *Page 175*
- An Agreement that an Executor shall make an Assignment of Testator's House and Stock in Trade. *176*
- An Agreement for leasing old Houses to be pulled down, and new ones to be built, of which Leases are to be granted as soon as built. Security to be given on pulling down each old House that a new one shall be built, agreeable to a Grant from the Crown, which after a certain Time is to be renewed, and a further Term granted to the Builder. *255*
- Articles touching building a Work-Shop over Coach-houses belonging to an Inn, with a Lease of the said Shop and Liberty of Ingress, and a Covenant for a further Term if the Lessor obtains a new Lease. *262*
- Legacies.** Assignment by one residuary Legatee to another, on dividing their Legacy of mortgaged Premises, which are Part of the said Legacy. *594*
- Of a Legacy from the Legatees to the sole surviving Executor and Trustee, in Consideration of the Money being paid, containing an Authority to raise the same, pursuant to the Will. *595*
- Of a Legacy for Payment of Monies lent, and for Board, Lodging and Apparel, and for all further Sums to be lent and paid for carrying on and defending a Cause in Chancery, &c. *596*
- Of a Money Legacy for securing 400*l.* and Interest. *596*
- A Collateral Security whereby several Money Legacies (subject to Mortgages made thereof) are assigned as a further Security upon three Judgments and a new Bond, &c. wherein a stated Account with mutual general Releases, &c. subject to a Proviso, &c. to vacate the Judgments, and not to take out any Processes thereon in the mean Time. *597*
- An Assignment of a Legacy (depending on the Determination of a Decree in Chancery, which had been assigned to the Assignees of a Commission of Bankruptcy, and by them afterwards assigned in Trust for the Bankrupt, upon Condition, &c.) from a Bankrupt and his Trustee, to a Mortgagee for securing 450*l.* and Interest. *600*
- A Bond by a Trustee to pay a Legacy on his Receipt thereof, to a Woman if living, and if dead to be divided amongst her Children. *711*
- A Bond from a Legatee to an Administrator (on paying a Legacy) to refund in Proportion if Debts appear. *809*
- From Legatees to an Executor to refund so much of their respective Legacies paid them as shall satisfy all such Debts of the Testator as shall appear. Given to indemnify the Executor on his paying the Legacies and taking a Release for the same. *809*

- Legacies.** A Bond from a Son and Legatee to indemnify an Executor, in Trust from Persons claiming Legacies, given on the said Executor's being discharged from the Executorship, the Son being of Age, and they having accounted together. *Page 810*
- From a Father to indemnify an Administrator of the Testator's Son, on paying him Legacies given to his three Children, pursuant to the Directions of the Will. *810*
- From a Father to indemnify an Executor on paying to him his Son's Legacy, he being a Minor, and to procure the Son's Discharge as soon as he comes of Age. *811*
- From a Legatee to indemnify Executors, as well those in *India* as those in *England*, (the Will being made in *India*, and Executors specially appointed) on paying Part of the Legacy. *811*

Library. An Assignment of a Library, which (*inter alia*) was before assigned as a Security for Money owing on a Bond and Judgment, by the original Owner and the Executor of the former Assignee to a Purchaser. *602*

Life. A Bond to procure Certificates of a Person's Life quarterly, made upon Assignment of an Annuity issuing out of the Duty of Excise. *751*

Lights. Assignment of the Benefit of Lights, and of a Deed of Covenant, whereby the same is granted by the Landlord of the adjacent Houses. By Indorsement on the said Deed. *603*

Lottery-Tickets, &c. An Assignment of Lottery-Tickets and Orders as a Security for Money due on a Bond. *603*

An absolute Assignment of a Lottery Order by Indorsement. *603*

Lunatics. An Agreement concerning the Maintenance of a Lunatic, and the Disposition of his Effects. *209*

Maritime Affairs. See *Bottomry Bonds, Charter-parties, Factors, Freight, Merchants, Navy-Bills, Prizes, Purfers, Sailors, Ships.*

Mariners. A Bond from the Master of a Ship to pay the Value of what Goods shall be proved to be imbeziled on board the Ship. *730*

A Bond from a Master of a Ship to repay the Money paid him for Part of a Ship, with Interest, &c. at her Return from the Transport-Service; the Person to whom it was assigned re-assigning the same. *730*

A Bond to serve as a Mariner, and allow a Month's Pay advanced out of his Wages. *765*

Marriage,

Marriage. A Bond to pay a Person who shall help another to a Wife with a good Fortune, 5*l.* for every 100*l.* he shall have with her, as a Gratuity for his Trouble. *Page* 783

A Bond to marry a Woman, or in Default thereof to pay a Sum of Money. 783

Merchants. See *Book-keepers.*

Mill-wright. An Agreement between a Mill-wright and a Journeyman. 233

Mortgages. An Agreement on Sale of Lands to make a Mortgage of the Lands to the Vendor, to secure Part of the Purchase Money. 120, 139
Part of an Assignment of the Equity of Redemption of Leasehold Premises. Part of the Purchase-Money is paid to the Assignees, and the Residue to be paid to the Mortgagee, with Interest, by the Purchaser, and the Premises to be subject to such Payment. 488

An Assignment of an Equity of Redemption for securing a Sum of Money. 489

An Assignment of an Equity of Redemption of Premises granted by a Patent as a collateral Security on a Bond of even Date. 490

An Assignment of the Equity of Redemption of a mortgaged Lease, as a collateral Security for Payment of several Notes given for Value received. 492

An Assignment from the Assignees of a Bankrupt's Estate to a Mortgagee of the Bankrupt, of the Equity of Redemption of two several Leasehold Estates, the Principal and Interest due on the Mortgage being more than any Purchaser would give. 493

An Assignment of the Equity of Redemption of several Leasehold Premises from Assignees of a Bankrupt's Estate, to the Administrator of the Mortgagee, the Mortgage Money and Interest (the Ground-Rent being in Arrear and the Houses unfinished) being more than they were worth. 495

An Assignment from the Assignees of a Bankrupt's Estate to the first Mortgagee, of the Equity of Redemption of several Leasehold Messuages, &c. there being a second Mortgagee who is foreclosed by a Decree in Chancery, to prevent the Expence of the first Mortgagee's foreclosing. 497

An Assignment of Lease by way of Mortgage. 574

Another in a different Form, in Consideration of Money lent. 574

A further Charge by Assignment of the same Premises, by an Indorsement thereon, made by the Purchaser of the Equity of Redemption, in Consideration of the Sum lent the Mortgagor, and of more lent to them by the Mortgagee. 581

An Assignment of two Leases by way of Mortgage. 582

Mortgages. An Assignment from an Executrix of a surviving Trustee in a Settlement of the Residue of a Term of 500 Years, thereby created for raising Portions and Maintenance for younger Children, (the Residue of which Portions are now paid to them by a Mortgagee) to a Trustee for a Mortgagee in Fee, &c. as a collateral Security. *Page* 588

Assignment of the Residue of a Term by Indorsement on a cancelled Mortgage, as a further Security to protect a Mortgage in Fee, &c. 590

Assignment of a Mortgage for a Term of Years. 609

Assignment of a Mortgage for a Term of Years by way of Indorsement, and of a Bond for Payment of Mortgage Money, and Performance of Covenants, with a Letter of Attorney. 612

Assignment of an Assignment (by way of Mortgage) of a Lease, to the Assignee of the Equity of Redemption, on Payment of the Mortgage Money. 613

Assignment from an Administratrix (of her late Husband's Father and Mother, of a mortgaged Estate made by T. F. Esq; to the Father and Mother above 50 Years since) to a Purchaser thereof. 614

Of a Mortgage Term of Years, in Trust for a Mortgagee in Fee, subject to the Redemption in his Mortgage, on his paying off the Mortgage for Years. By Indorsement. 615

An Assignment of absolute and conditional Rents reserved on Leases, as a collateral Security for the Payment of Mortgage Money. 616

An Assignment of a Mortgage and Bond from one Administrator of the Mortgagee to another. 616

An Assignment of a Mortgage from a Husband and his Wife, who is one of the Administratrixes of her Mother (the Mortgagee) to the other Administratrix, of their Moiety of the Premises. 617

An Assignment of a Mortgage by Assignment of 10*l.* per Annum, Part of an Annuity of 50*l.* per Annum, for securing 50*l.* and Interest. 618

Assignment of a Mortgage by Executors of the Assignee of the Mortgagee, and a Release of the Equity of Redemption by the Assignee of the Bankruptcy of the Mortgagor. 619

Assignment of a Mortgage from a Trustee of a Roman Catholick, whereby she and the Mortgagor join, and the Interest is made Principal. 621

Assignment of a Term of Years in Trusts. 623

Assignment of a Residue of two Mortgage Terms of Years by the Direction of the Mortgagor and Nomination of the Purchasers, to a Trustee to attend the Inheritance. 624

Assignment of the Residue of a Mortgage Term to attend the Inheritance, (demised, and on more Money secured, ratified and confirmed to the Mortgagee, and the Time for Redemption

demption expired) by the Executor and residuary Legatee of the Mortgagee to a Trustee, at the Nomination of the Purchaser of the Estate, to whom the Mortgagor had before conveyed the Inheritance. Page 625

Assignment of the Residue of a Mortgage Term to attend the Inheritance, where the Estate is sold in Parcels, by the Assignee of the Mortgagee, by the Direction of the Mortgagor, to the Trustees nominated by several Purchasers. 626

Assignment of a Mortgage Term to attend the Inheritance, and of a Bond. By Indorsement. 626

Assignment of two several Mortgage Terms to attend the Inheritance, whereof (as to Part of the Premises) to a Trustee for the Purchaser, and (as to other Part of the Premises) to another Trustee, in Trust for the Grantor; with a Ratification from the Grantor to both Trustees, in Trust for the Purchaser and Vendor of the respective Premises. 627

Assignment of a Term from a Mortgagee to a Trustee, to prevent a Merger of the Term in the Inheritance, indorsed on the Mortgage. 629

Another Assignment from a Mortgagee of a Term of Years to a Trustee, to prevent a Merger, to the Intent that the Mortgagee may take a Conveyance of the Fee of the Premises. 630

An Assignment of a Mortgage Term from a surviving Executor of a Mortgagee, with the Consent of the Executors of the Son of the Mortgagee, to a Purchaser of the Inheritance of the mortgaged Premises. 631

A Deed, whereby three Mortgagees assign, surrender up, and release to the Mortgagor two new Messuages, &c. comprised in their three several Mortgages, to the Intent that the Mortgagor might dispose thereof, the other mortgaged Premises being an ample Security. 631

A Bond to pay Mortgage Money. 705

A Bond for securing a further Sum lent on a Mortgage. 705

A Bond from a Mortgagor to two Mortgagees, on their discharging the Mortgage upon receiving only Part of the Mortgage Money for the Payment of the Residue, to the Uses declared in a Deed. 705

A Bond from a Mortgagor and his Friend to pay the Principal and Interest to the Mortgagee, and also for the Mortgagor's Performance of Covenants. 706

A Bond for Payment of Money in a Mortgage by Surrender of Copyhold Lands. 706

A Bond from a Purchaser to pay the Mortgage Money on the Premises. 724

A Bond for a Mortgagor to renew a Lease mortgaged, and assign it for a Security. 738

A Bond to indemnify a Tenant on his attorning and paying the Rent to a Mortgagee, he

PART II.

giving timely Notice if he should be sued or objected, &c. that the Mortgagee may defend the same. Page 806

Names. See Surnames.

Navy Bills. An Assignment of a Navy Bill. 403

A Bond to pay the Money mentioned in a Navy Bill, if it be not duly paid according to the Rules of the Navy. 728

A Bond to indemnify an Assignor of a Navy Bill upon his making a new Assignment. 824

New-River Company. A Bond given on being chosen Treasurer of the New-River Company. 769

Notes. An Assignment of a Note in Consideration of the Value paid, with a Letter of Attorney and usual Covenants, and a Covenant that if the Drawer should be insolvent, the Assignor shall pay the Money. 633

Assignment by the Indorser and Indorsee of a Note of Hand, indorsed in Trust to the Indorsee or Bearer, in Consideration of a Sum of Money paid down, and another Sum secured to be paid. 634

Assignment of a Note to a Creditor in Satisfaction of his Debt; but if more than the Debt is received (the Note being for more) the Surplus to be returned to the Assignor. 634

Bond to pay the Money mentioned in a Note, if not paid by the Drawer. 725

Bond from the Drawer of a Note of Hand, and the Person to whom payable, and an Indorser to an Indorsee, to pay the Money mentioned in the Note, and Interest. 726

Bond from two Persons who had given their separate Notes to a Tradesman for Goods sold to them severally, for securing the Payment of each other's Notes. 726

Bond to indemnify one that indorsed a Note for another as a Security. 805

Bond to indemnify the Drawer of a Note on his paying the Money to a Person to whom the Drawee had given the Note, but omitted to indorse it, and is since dead. 807

Bond to deliver up a Note to be cancelled when it shall be found, the Money being paid, and in the mean Time to indemnify the Drawers. 825

Bond to indemnify two Persons who gave three several Notes under their Hands, (being for the Balance of Accounts settled between them) and which are lost, &c. 825

Bond from the Father of an Apprentice who had lost a Goldsmith's Note, to indemnify the Master, he having given a Bond of Indemnity to the Drawer of the Note on being paid the Money. 826

Orphans Stock. An Assignment of Orphans Stock. Page 635

Papists. An Affidavit of the Purchase of a Papist's Estate, conveyed by Deeds inrolled in Chancery, in order to be discharged of double Taxes. 109

An Assignment of a Mortgage from a Trustee of a Roman Catholick, whereby she and the Mortgagor join, and whereby Interest is made Principal. 621

An absolute Conveyance by a Roman Catholick, (by Bargain and Sale inrolled and Fine) and by their Trustee for securing to a Mortgagee 300*l.* and Interest. 681

Partition. An Act (*inter alia*) to make Partition of Lands. 92

An Arbitration Bond touching a Partition between Jointenants. 753

Passengers. An Agreement to carry Passengers beyond Sea. 284

Patents. An Assignment of a Patent for the sole Use of an Invention for 14 Years. 636

Bond to assign a Patent when passed under the Great Seal. 740

Peaceable Enjoyment. A Bond for peaceable Enjoyment of Copyhold Lands, free, &c. and for further Assurance. 732

Bond from a Husband that a Purchaser shall peaceably enjoy without any Let, &c. by Reason of his Wife's Dower. 732

Pensions. Assignment of a Pension in the *Irish* Establishment, in Trust for the Payment of Debts. 637

Assignment of a Sea Captain's Half-pay. 638

Pews. An Assignment of a Pew. 638

Pilots. An Agreement for a Pilot to guide a Ship. 245

Plantation. A Bargain and Sale (to be inrolled) of an undivided fourth Part of a Plantation in *Nevis*, also an Assignment of a fourth Part of Negroes Stock, &c. 686

Policies of Insurance. See *Assignment of a Policy of Insurance.*

Poor. Bond to indemnify a Parish from all Charges for seven Years, on Account of taking a poor Child to keep. 774

Bond from a Lodger to indemnify the Parish from any Child or Children his Wife is big withal. 775

Portions. An Appointment by a Husband of Lands, after his and his Wife's Death, to the Use of all their Children, (except the eldest Son) as Tenants in Common in Tail general, with Cross Remainders; Remainder to the eldest Son in Tail; Remainder to the Father in Fee, with a Proviso that if a younger Son becomes the eldest Son alive, his Share shall go amongst the Rest of the Children. Page 344

Appointment by a Father to raise Portions for Daughters and a younger Son, pursuant to a Power reserved in a Settlement to Uses. 344

Appointment by a Father of a Portion charged by Deed on Lands for his Daughter, and an Agreement and Declaration that he will give her a large Portion, exclusive of that made on her Marriage, by Indorsement on a Settlement. 346

Appointment by a Father to make a Provision for two Daughters, *viz.* for the eldest, who is unmarried, a Moiety of his Estate; and for the younger, who married against his Consent, the Interest of Money to be raised out of the other Moiety, to be paid to her separate Use during the Coverture, if she survives her Husband, to her and her Assigns, &c. 346

Appointment by a Father of the Trust of a Term raised by a Marriage Settlement, after his Decease to pay his eldest Son an Annuity for Life, subject to the Land-Tax, and another Annuity to a Daughter for her separate Use, &c. and charged with Annuities in Trust for a second Son, with a Proviso that if the eldest Son sues, &c. the Trustee, &c. the Costs shall be discounted out of his Annuity. 348

Appointment by a Feme Covert of a Legacy (given to her separate Use and Disposal) to her Children equally between them, to be paid at their coming of Age or Marriage. 349

By a Feme Covert of Manors, &c. after the Death of her Husband and her, to the Use of the first and other Sons of the Marriage successively in Tail Male; Remainder to the Daughters as Tenants in Common in Tail general, with Cross Remainders to the Heirs of her Body by this Husband; Remainder to the Husband in Fee. 349

Appointment to pay Debts and Annuities, and other Monies out of Lands to younger Children, and to convey the Lands to the eldest Son when of Age. 350

Appointment by a Mother (a Trustee) of Money to be raised for the Advancement of a younger Son, wherein was contained an Assignment of Trusts by the other Trustee. 351

A Widow's Appointment of an Estate to one of her Sons, pursuant to several Powers in Deeds and the Will of her deceased Husband. 352

Appointment by a Feme Covert, charging her Estate of Inheritance with the Payment of Monies

Monies to her Daughters for their Portions ; Remainder in Trust to be settled to the Use of the Daughter for a long Term, then to the Son in Fee, in which Settlement is to be contained a Proviso to enable the Son to cease the Term on Payment of further Sums to the Daughters. Page 353

Appointment by a Husband of Money to arise by Sale of Lands and Personal Estate, reciting his Intent to make his Wife his residuary Legatee and sole Executrix, in which Case the Trustees to put out Part of the Money arising by the Sale at Interest, and pay two Annuities ; the rest of his Estate to go amongst his Daughters, after their Deaths to their Children ; with a great Variety of special Limitations to the Children and Grandchildren, (as in the Margin) with a Proviso, that if the Wife (surviving her Husband) makes any other Appointment, then this shall be void. 354

Possession. A Bond to deliver up a Mill, with the Utensils, &c. at the Determination of a Lease, in as good Repair and Condition as the same were when let, reasonable Use, &c. excepted. 747

A Bond to leave the Goods, &c. in a House which are mentioned in a Schedule annexed to a Lease at the Expiration of the Term, pursuant to a Covenant in the Lease. 747

Premium. An Assignment of a Premium by an Executrix of an Executrix of *P. M.* and Administratrix *de bonis non*, &c. of *P. M.* deceased, in Trust for the Benefit of the Parties intituled to Shares. 644

Presentation. An Assignment of the next Presentation to a Benefice for the Security of Money due on a Bond. 647

Prisoners. An Assignment of Prisoners and Writs, whereby the Prisoners are charged in Custody by the late Sheriff to the present Sheriff. 648

Private Ass. See *Ass.*

Prizes. An Assignment of Shares in Prizes taken by a Privateer, with a Covenant from the Assignee to pay the Assignor the Overplus above the Consideration Money. 648

Purchases. Agreements concerning the Purchase of Lands. 112

Assignment of the Benefit of purchased Articles. 649

Articles whereby a Person reported the best Bidder by a Master, relinquishes, and assigns his Interest to another Person, with proper Covenants, &c. 649

Bonds for the Indemnity of Purchasers. 818

Quaker's Affirmation.

Page 11

Receiver. Appointment by a Feme Covert of a Receiver of Rents. 362

Receiver General. A Bond for the Fidelity of a Deputy of the Receiver General of a County. 767

Recognisances. An Assignment of a Statute as a Collateral Security. 654

Recoveries. See *Bargain and Sale.*

Rectory. See *Advowson.*

Rent-charge. A Bill of Sale of a Rent-charge payable out of a Manor, &c. by a Mother to her Son, who is intituled to the Manor, &c. to prevent a Forfeiture. 686

Repairs. An Agreement to keep a Garden and the Pales, &c. in a Square in Repair. 268

Rivers. An Agreement concerning the digging and making a River navigable. 274

Sailors. Agreement for Sailors to sail in a Ship, and not depart therefrom under Forfeiture of their Wages. 245

Assignment of a Sailor's Ticket and Wages. 652

Assignment of a Sailor's Wages due for his Service on board a Merchant's Ship and Ship of War for Payment of a Debt. 662

Bond to indemnify the Master of a Ship on his paying the Master of an Apprentice Wages for the Service of such Apprentice on board the said Ship. 815

To Part-Owners and Commander of a Ship on Account of the Service of a Negro Servant. 816

A Bond to indemnify the Master of a Ship on his paying the Wages of one of his Sailors, (to two Persons, in Trust for his Brothers and Sisters) he dying and leaving the same to be equally divided amongst them, and to indemnify the Ship and Part-Owners thereof, and to procure Discharges from each of the other Brothers and Sisters. 816

A Bond to indemnify the Master of a Ship on Account of his paying Money, he being sued by several Persons for the Wages of one of his Men. 817

A Bond from the Widow of the Master of a Ship to indemnify the Part-Owners of a Ship on Account of their paying Money disbursed by her Husband to pay his Sailors Wages. 817

Salaries.

Salaries. Assignment of a Salary. Page 652
Assignment of a Salary or Debt due from the Charitable Corporation. 652
Assignment of a Salary for Security of Money lent on a Bond. 653

School. Agreement between two Writing Masters for felling and assigning a House, School-Room and Furniture, and leaving a certain Number of Scholars. 158

Serjeant at Mace. A Bond to the Sheriffs of London on a Person being made a Serjeant at Mace. 769

Sermons. An Appointment of Clergymen to preach annual Sermons pursuant to a Will. 363

Servants. An Agreement between a Master and a Journeyman, or hired Servant. 231
The like to an Undertaker. 232
The like to a Glafs-maker. 232
Another to a Millwright. 233
Another to a Stove-maker. 233
An Agreement to go abroad and there exercise a Trade, in Consideration of Wages, &c. 234
An Agreement between a Mother and a Merchant, whereby in Consideration of a Sum paid he agrees to take her Son as a Servant in a Factory, with proper Covenants to account, &c. 244
Agreement between a Purser and his Servant, and his Servant's Mother, wherein the Mother covenants that her Son shall serve and account for what is committed to his Care, and the Purser covenants to find him Cloaths and teach him Navigation. 247
Agreement between a Master and a Servant, wherein a third Person covenants for the faithful Service for a certain Number of Years; the Master to put away his Servant before the End of the Term, if he thinks fit. 247
Agreement between a Master and a Servant about the Management of a Farm. 248
Agreement for an Indian Servant to serve another Person to dive to recover a Wreck, and do other Business at ——— per Week. 274
Assignment of a covenanted Servant. By Indorsement. 653
A Bond for the Truth of a Servant. 761
A Bond that a Servant in a Publick House shall diligently serve, pay to his Master or Mistress the Monies by him received, and shall not elope, &c. 762
A Bond for the Truth of a (Banker's) Servant, a Journeyman to a Tradesman, &c. or a Merchant's Book-keeper. 762
A Bond to go abroad and enter into Service there, or to repay what is advanced on that Account. 765
A Bond that the Obligor shall go abroad and enter into the Service of the Obligee, &c.

pursuant to an Agreement, and permit the Obligee, &c. to deduct Money advanced out of his Salary. Page 766
Another, where the Obligee shall repay Money advanced, if he does not go abroad and serve, &c. 766

Sheriff. A Bond from the Under-Sheriff to the High-Sheriff. 767
Bond to the Sheriff for the executing a Gaoler-ship. 768
Bond to the Sheriffs of London on a Person being made a Serjeant at Mace. 769

Sheriff. See Prisoners.

Ships. An Agreement between a Master Shipwright and his Workmen for building a new Ship, pursuant to Articles of Agreement between the Master Shipwright and the Merchant or Owner. 271
Agreement for Sale of several Parts of a Ship and painting the same, and that the Purchaser shall accept a Bargain and Sale of the remaining Parts at such a Price, if executed by such a Time. 272
Agreement for the Sale of a new Ship, and for finishing the Hull and launching the same, &c. from the Shipwright to the Purchaser. 272
Agreement to go, set up and build a Barge beyond Sea. 273
Assignment of a Bill of Sale of Part of a Ship. 402
Assignment of a Bill of Sale of a Ship. 402
A Bill of Sale of the eighth Part of a Ship. 692
A Bond from one who sold Part of a Ship on Behalf of the Master, that the Purchaser shall peaceably enjoy, and that the Master shall make further Assurance within a certain Time. 732
A Bond for peaceable Enjoyment of Part of a Ship. 733
The like of a Ship taken by the French, and by them sold to a Merchant, and by him to another. 733
The like from one who sells Part of a Ship by Virtue of a Letter of Attorney. 733
A Bond from an Owner of Part of a Ship, that an Owner of another Part of the Ship (he being abroad) shall execute a Bill of Sale thereof, the Owners of all the other Parts having executed the same. 741
A Bond that the Master of a Ship shall deliver up the same to the Owners on a Demand. Given on employing the Master. 747
Another to deliver up a Ship, and to pay Part of the Profits of the Master's Privilege and Caploggen at the End of the Voyage. 748
A Bond for the Master of a Ship to follow Orders and deliver up a Ship, and give an Account of Freight and Monies received and paid. 748

Ships.

Ships. A Bond from the Master of a Ship that undertakes for himself and Supercargo, a Minor, to follow Orders annexed; to send up an Inventory; to carry no Goods out; to claim no Privilege but what is expressed; to keep an Account of the Sale of the Cargo and a Journal of the Voyage, and to deliver up the Ship. Page 748

A Bond from the Chief Mate to do the same Things if the Master dies. 749

A Bond from a Chief Mate of a Ship let by a Charter-party to perform Covenants, follow Orders, give an Account and deliver up the Ship, and likewise for a second Mate. 750

A Bond from a Master of a Ship to procure the Discharge of one sold at —, or to procure a Certificate from a Justice of Peace, of the Reasons why he will not return to England. 750

A Bond from the Master of a Ship to indemnify a Merchant on Account of paying Money to him for his and the Ship's Company's full Share of the Sum of — he received on Account of the Part-Owners, and in case he is sued for the Money so paid him, to refund in Proportion of what is received of him, and to indemnify, &c. 814

A Bond from a Master of a Ship (and one bound with him) to indemnify the Owners from all Debts and Incumbrances, &c. upon his making up his Accounts with them. 815

A Bond from Part-Owners of a Ship to indemnify the Master (on compromising Suits and Differences) on Account of a Prize taken, the Sailors Shares and Wages. 815

A Bond from a Master of a Ship to the Purchaser of it, to indemnify him from a former Owner and Master, on Account of Wages due to him. 820

A Bond to indemnify the Purchaser of a Ship from Bills of Sale standing out, and for peaceable Enjoyment. 821

A Bond to indemnify the Purchaser of Part of a Ship from her Outset, and from a Suit then depending on Account of the Ship's being in the *East-India* Company's Service. 821

South-Sea, &c. Assignment of a reversionary Interest in *South-Sea* Annuities, which had been transferred to Trustees as a Security for the due Payment of an Annuity to a Grantee thereof, to a Purchaser of the *South-Sea* Stock under an Order in Chancery. 386

Assignment of Dividends of *South-Sea* Annuities by way of a joint Annuity for the better securing the Payment thereof, secured by a Bond of even Date. 389

Statutes. See *Acts*.

Stock. Acknowledgment by Trustees that Stock is transferred to and accepted by them upon Trust. 1

PART II.

Stock. Appointment from a Wife to her Trustees to sell *South-Sea* Stock Page 314

Assignment of *East-India* Stock for the securing of an Annuity for Life, payable thereout. 656

Assignment of *South-Sea* Stock and Annuities made by the acting Executor, by Direction of the residuary Legatee, to a Trustee nominated by her, the Debts and Legacies having been paid, with Power reserved to the Executor to retain 200*l.* for his future Indemnity. 658

A Bond to transfer Stock according to the Direction of a Feme Covert, and to pay her the Dividends. 743

A Bond to transfer *South Sea* Stock, and pay the Dividends in the mean Time. 743

A Bond to transfer back *East-India* Stock lent, and pay the Interest and Charges. 743

Suits. Agreement between several Tenants who had been served with Declarations in Ejectment for Non-payment of Ground-Rent, to deposit their Proportions in one Tenant's Hands, that he may pay the said Rent to prevent future Ejectments. 285

Agreement about bearing equal Charges in a Law Suit. 286

Agreement to settle two Houses in *London* to several Uses if they be recovered at Law, and to pay Charges. 286

Agreement between two Assignees of a Commission of Bankruptcy to bear the Expences of several Suits *pro et con.* in Proportion to their respective Debts. 288

Articles of Agreement to pay a proportionable Part of the Costs in an Action of Ejectment, according to the Value of each Tenant's Land. 289

Agreement between Watermen to pay a Penny a-piece *per* Week into a Person's Hands to defray Expences of prosecuting Hoymen obstructing and damaging their Boats. 290

Agreement to redress Abuses in the making and dealing in Butter, and for raising and depositing Money for prosecuting Offenders. 291

Agreement to end Suits by conveying several Manors, &c. to Trustees, to make Sale thereof for Payment of Debts, and the Profits of the Premises before Sale to be received by the Trustees for Payment of the Interest of the Debts, and for settling such Lands as shall remain after the Debts paid, as also of other Lands to several Uses, and for building a capital Messuage, with Power to make Leases for Years or Lives, as Tenants in Tail have by Law. 292

Agreement for ending and concluding all Matters of Accounts and Differences in a Cause in Chancery, with Covenants for Payment of Money, sealing of Leases, and vacating a Recognisance given to abide by the Accounts to be taken by a Master. 297

Suits. An Agreement to end a Suit in Chancery, (brought in Pursuance to a Claim by various Settlements, &c. in which an Issue at Law was directed to try the Legitimacy of one of the Parties) whereby the Premises in Question are settled, and an Act of Parliament covenanted to be procured for Confirmation. Page 298

An Agreement to end Suits, an Ejectment having been brought by a Widow for her Jointure made by her Husband, by a Settlement, in Pursuance of his Father's Will, the Premises after sold, and the Bargainee in Possession; an Ejectment brought and Verdict thereon, an Order of Affise, Judges divided, a further Debate, Judgment for the Plaintiff, Error brought, Judgment affirmed, a Bill in Chancery and Injunction, Answer, Injunction dissolved, and the Jointure and Marriage proved; after which the Parties agree as to Charges and settling the Estate. 301

Agreement between a Father and his intestate's Widow, (where the Father having entered a Caveat to prevent her having Administration) whereby the Father is to have his Son's Cloaths and Money if the Widow be not brought to-bed in a limited Time. 305

Articles of Agreement to prevent Differences about watering of Meadows and keeping of Flood-Hatches. 306

Surgeon. An Agreement between a Master of a Ship and a Surgeon for a Voyage. 246

Agreement for F. G. to go to Virginia, and there to practise Physick and Surgery, and to pay G. S. one Half of his Gains, and G. S. to find Instruments, Victuals, &c. 246

A Bond from a Surgeon of a Ship, and of his Surety, to return a Month's Pay advanced if the Surgeon does not proceed on the Voyage. 766

Surnames. An Act for adding the Surname of T. to the Descendants of the Right Honourable W. Lord C. and A. his Wife, sole Daughter and Heir of F. T. Esq; 102

An Act to enable S. P. to change his Name of P. to S. according to the Will of J. S. Esq; deceased. 104

Tallies. An Assignment of several Tallies for several Sums paid into the Exchequer towards the Purchase of Annuities, pursuant to an Act of Parliament, subject to Forfeiture as mentioned in the Act. 511

A Bond to deliver and re-assign a Tally at a certain Time. 741

See *Exchequer Tallies.*

Tolls. See *Bridges, &c.*

Trades. Articles between Glue-men touching the Size of a Basket for the Measure of Chip-pings, &c. Page 276

An Assignment of a Trade, and the Benefit of the Service of Apprentices. 659

A Bond that if a Person follows a Trade within a certain Parish, he shall pay a certain Sum. 731

Trades. See *Copartnership.*

Trusts, &c. An Acknowledgment by Trustees that Stock is transferred to and accepted by them upon Trust. 1

Agreement for the Purchase of Freehold Lands by a Trustee. 116

Indorsement whereby Mr. G. appoints his Trustees to stand possessed of the Residue of a Term of 500 Years, in Trust for such Persons as shall be intitled thereunto by Virtue of a Settlement of the same Date. 362

Appointment by a Feme Covert to Trustees of mortgaged Money received, to be laid out in a new Mortgage to the Uses in Marriage Articles. 362

Assignment, Discharge, &c. touching Trusts in a Will, &c. 660

Assignment of the Moiety of two Trust Terms, in order to sever the Jointenancy of the Trustees. 662

Vi tualling Bill. An Assignment of a Vi-tualling Bill. 403

Undertaker. Agreement between an Undertaker and a Journeymen. 232

Wages. Assignment of a Sailor's Wages due for his Service on board a Merchant Ship and Ship of War, for Payment of a Debt. 662

Water. Agreement to lay in Water in a Country Town, and to pay for the same. 307

Wills. An Act for confirming and making good the last Will and Testament of H. N. Esq; deceased. 96

Writings. Acknowledgment that Writings are received. 1

F I N I S.



